

DATED

FRAMEWORK SERVICES AGREEMENT

between

TWENTYFIFTY LIMITED

and

CLIENT LEGAL NAME

twenty**fifty**[®]

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This agreement is dated _____

Parties

- (1) **TWENTYFIFTY LIMITED** (company 05041402), with registered office address at 2b Bath Street, Bath Street, Frome BA11 1DG, United Kingdom (**Supplier** or **twentyfifty**)
- (2) **CLIENT FULL COMPANY NAME** incorporated and registered in **England and Wales** with company number **xxxxyy** whose registered office is at **address** (**Client**)

BACKGROUND

- (A) The Supplier is a leading management consultancy, which assists in building clients' awareness of their human rights impact, their respect for human rights and to develop human rights focused practices, processes and measures. twentyfifty@ works with global companies and stakeholders to deliver on their commitments to respect human rights and contribute to a more equitable and inclusive world.
- (B) The Client wishes to obtain and the Supplier wishes to provide all or some of the Available Services on the terms set out in this agreement.

Agreed terms

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this agreement:

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

Agreed Purposes: means providing a party with the information that it requires to provide or receive the Work;

Applicable Data Protection Laws: means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

Applicable Laws: all applicable laws, statutes, regulation and codes from time to time in force.

Available Services: the services as set out in **Schedule 1**.

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

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

Change Order: has the meaning given in clause 8.1.

Control: 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 general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

Client's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Statement of Work.

Client's Background IPRs means the Foreground IPRs and the Intellectual Property Rights (if any) in the Client Materials.

Client Materials: all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to the Supplier in connection with the Works, including the items provided pursuant to clause 6.1(d).

Client Personal Data: any personal data which the Supplier processes in connection with this agreement, in the capacity of a processor on behalf of the Client.

Deliverables: any output of the Works to be provided by the Supplier to the Client as specified in a Statement of Work and any Related Materials by the Supplier to the Client in relation to the Works (excluding the Supplier's Equipment).

Effective Date: date / year.

Email Addresses: the email addresses to be used for notices to the respective parties:

Client: email address

Supplier: Guy.Wilson@twentyfifty.co.uk

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Foreground IPRs: means all Intellectual Property Rights in the Deliverables, and excluding any Supplier Background IPRs;

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

Mandatory Policies: the Client's business policies and codes attached or as listed in **Schedule 4**, as amended by notification to the Supplier from time to time.

Milestone: a date by which a part or all of the Works is to be completed, as set out in a Statement of Work.

Permitted Recipients: means the parties to this Agreement (including a Statement of Work arising) and their employees, contractors and professional advisers; any third parties engaged to perform obligations in connection with this Agreement (including a Statement of Work arising), and any other persons permitted to receive and or process information including where applicable Confidential Information and or personal data under this Agreement and or a Statement of Work arising.

Reference Charges: the standard charges for the Available Services or the framework for calculating them as set out in **Schedule 3**.

Related Materials: means any document, workbook, presentation material, planning aid, tools or other written material or computer program delivered either physically or electronically to the Client by Supplier in the course of providing the Works.

SoW Charges: the sums payable for the Works as set out in a Statement of Work.

Statement of Work: a detailed plan, agreed in accordance with clause **3**, describing the services to be provided by the Supplier, the timetable for their performance and the related matters listed in the template statement of work set out in **Schedule 2**.

Supplier Background IPRs: means all Intellectual Property Rights that are owned by or licensed to the Supplier and which are or have been developed independently of this Agreement and in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable the Client to receive and use the Works.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier to the Client and used directly or indirectly in the supply of the Works, including any such items specified in a Statement of Work but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Client.

Supplier Personal Data: any personal data that the Supplier processes in connection with this agreement, in the capacity of a controller.

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

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

Works: the Available Services which are provided by the Supplier under a Statement of Work, including services which are incidental or ancillary to the Works.

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

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.11 A reference to **writing** or **written** includes email, provided that where anything in writing requires or should require a signature by an authorised representative, then a document carrying such a signature should be scanned with the email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to **this agreement** or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied or novated from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and duration

- 2.1 This agreement shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with clause 15 (Termination), until either party gives to the other party written notice to terminate. Such notice [shall be served no earlier than the second anniversary of this agreement and] shall expire on the completion of all Statements of Work entered into before the date on which it is served.
- 2.2 If there are no uncompleted Statements of Work as at the date notice to terminate is served under clause 2.1 such notice shall terminate this agreement with immediate effect.
- 2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 2.1.
- 2.4 The Client may procure any of the Available Services by agreeing a Statement of Work with the *Supplier* pursuant to clause 3 (Statements of Work).
- 2.5 The Supplier shall provide the Works from the date specified in the relevant Statement of Work.

3. Statements of Work

- 3.1 Each Statement of Work shall be agreed in the following manner:
- (a) the Client shall ask the Supplier to provide any or all of the Available Services and provide the Supplier with as much information as the Supplier reasonably requests in order to prepare a draft Statement of Work for the Available Services requested;
 - (b) following receipt of the information requested from the Client the Supplier shall, as soon as reasonably practicable either:
 - (i) inform the Client that it declines to provide the requested Available Services; or
 - (ii) provide the Client with a draft Statement of Work.
 - (c) if the Supplier provides the Client with a draft Statement of Work pursuant to clause 3.1(b)(ii), the Supplier and the Client shall discuss and agree that draft Statement of Work; and
 - (d) both parties shall sign the draft Statement of Work when it is agreed.
- 3.2 Unless otherwise agreed, the SoW Charges shall be calculated in accordance with the Reference Charges.
- 3.3 The Supplier may charge for the preparation of Statements of Work on a time and materials basis in accordance with the Supplier's daily fee rates as set out in Schedule 3.

3.4 Once a Statement of Work has been agreed and signed in accordance with clause 3.1(d), no amendment shall be made to it except in accordance with clause 8 (Change control) or clause 19 (Variation).

3.5 Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

3.6 Neither party hereto will have any obligation or liability under this agreement unless and until the parties execute a Statement of Work.

4. Sub-contracting

4.1 Where applicable, Client consents to Supplier sub-contracting elements of its obligations under a Statement of Work to the sub-contractors as may be set out in a Statement of Work.

4.2 All sub-contracts and sub-contractors shall be the responsibility of the Supplier and it shall be the Supplier's responsibility to ensure that they are subject to the same terms and conditions as those contained herein and in each Statement of Work, insofar as they are applicable, in order for the Supplier to comply with its obligations under this Agreement.

4.3 Supplier will be solely responsible for payment of all compensation owed to Supplier's personnel, including both employees and sub-contractors, including all employment related taxes, and to the extent that Applicable Law may imply a legal relationship between Client and Supplier's personnel, Supplier shall indemnify Client from any liability arising from such implied relationship.

4.4 Supplier shall ensure that its employees, agents, and any sub-contractors comply with this Agreement, and when on Client's premises, comply with the quality, safety and security requirements of such location.

4.5 Supplier shall ensure it has obtained or shall obtain from all sub-contractors an unconditional assignment without restriction of all Intellectual Property Rights subsisting in any Deliverables created or developed by or with such sub-contractors.

5. Supplier's responsibilities

5.1 The Supplier shall use commercially reasonable endeavours to provide the Works, and deliver the Deliverables to the Client, in accordance with a Statement of Work in all material respects.

5.2 The Supplier shall use commercially reasonable endeavours to meet the Milestones specified in a Statement of Work, the parties recognising that any such dates shall be estimates only.

5.3 The Supplier shall appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind the Supplier on all matters relating to the relevant Works (including

by signing Change Orders). The Supplier shall use all commercially reasonable endeavours to ensure that the same person acts as the Supplier's manager throughout the term of the relevant Statement of Work, but may replace that person from time to time where reasonably necessary in the interests of the Supplier's business.

- 5.4 The Supplier shall use commercially reasonable endeavours to observe all health and safety and security requirements that apply at the Client's premises and that have been communicated to it under clause 6.1(e) and which are set out in Schedule 4, provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

6. Client's obligations

6.1 The Client shall:

- (a) co-operate with the Supplier in all matters relating to the Works;
- (b) appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind the Client on all matters relating to the relevant Works (including by signing Change Orders);
- (c) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by the Supplier including any such access as is specified in a Statement of Work;
- (d) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Client or a third party) required under a Statement of Work or otherwise reasonably required by the Supplier in connection with the Works and ensure that they are accurate and complete in all material respects;
- (e) inform the Supplier of all health and safety and security requirements that apply the Client's premises. The Client's requirements in this regard are set out in Schedule 4. If the Client wishes to make a change to those requirements which will materially affect provision of the Works, it can only do so via the change control procedure set out in clause 8 (Change control);
- (f) ensure that all the Client's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Works and conforms to all relevant standards or requirements;
- (g) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Works, including in relation to the installation of the Supplier's Equipment, the use of all Client Materials and the use of the Client's Equipment insofar as such licences, consents and legislation relate to the

Client's business, premises, staff and equipment], in all cases before the date on which the Works are to start;

- (h) keep, maintain the Supplier's Equipment in good condition and not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation; and
- (i) comply with any additional responsibilities of the Client as set out in the relevant Statement of Work;

6.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

7. Non-solicitation and employment

7.1 Neither party shall, without the prior written consent of the other party, at any time from the date on which any Works commence to the expiry of 12 months after the completion of such Works, solicit or entice away from the other party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or sub-contractor of the other party in connection with such Works.

8. Change control

8.1 Either party may propose changes to the scope or execution of the Works but no proposed changes shall come into effect until a relevant **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

- (a) the Works;
- (b) the SoW Charges;
- (c) the timetable for the Works; and
- (d) any of the other terms of the relevant Statement of Work.

8.2 If the Supplier wishes to make a change to the Works it shall provide a draft Change Order to the Client.

8.3 If the Client wishes to make a change to the Works:

- (a) it shall notify the Supplier and provide as much detail as the Supplier reasonably requires of the proposed changes, including the timing of the proposed change; and
- (b) the Supplier shall, as soon as reasonably practicable after receiving the information at clause 8.3(a), provide a draft Change Order to the Client.

8.4 Once the parties have agreed a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work.

8.5 The Supplier may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to clause 8.3 on a time and materials basis at the Supplier's daily rates specified in Schedule 3.

9. Charges and payment

9.1 In consideration of the provision of the Works by the Supplier, the Client shall pay the SoW Charges.

9.2 Where the SoW Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a Statement of Work.

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

- (a) the Supplier's daily fee rates for each individual person as set out in Schedule 3 are calculated on the basis of an eight-hour day, worked during Business Hours; and
- (b) the Supplier shall ensure that every individual whom it engages on the Works completes time sheets to record time spent on the Works, and the Supplier shall indicate the time spent per individual in its invoices.

9.4 The SoW Charges exclude the following, which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice:

- (a) Except where such expenses are provided for under a fixed price or in some other manner in the Statement of Work, the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Works; and
- (b) the cost to the Supplier of any materials or services procured by the Supplier from third parties for the provision of the Works as such items and their cost are set out in the Statement of Work or where approved by the Client in advance from time to time.

9.5 The Supplier may increase the Reference Charges and any SoW Charges not calculated in accordance with the Reference Charges on an annual basis with effect from each anniversary of the date of this agreement in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the date of this agreement and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

9.6 Any increase in the Reference Charges shall affect:

- (a) the SoW Charges (to the extent that they are calculated in accordance with the Reference Charges) in Statements of Work in force at the date the increase takes effect; and

- (b) the calculation of the SoW Charges for Statements of Work entered into after the date the increase takes effect.
- 9.7 The Supplier shall invoice the Client for the SoW Charges at the intervals specified, or on the achievement of the Milestones indicated, in the Statement of Work. If no intervals are so specified, the Supplier shall invoice the Client at the end of each month for Works performed during that month.
- 9.8 The Client shall pay each invoice submitted to it by the Supplier within 30 days of receipt to a bank account nominated in writing by the Supplier from time to time.
- 9.9 Expenses for travel, will be by environmentally-friendly, least-cost modes wherever possible and will be billed at cost based on actuals. Expenses arising with the Services may include apportionment of applicable expenses incurred, all on a transparent basis and in accordance with applicable policies.
- 9.10 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Supplier any sum due under this agreement on the due date:
 - (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
 - (b) the Supplier may suspend part or all of the Works under the applicable Statement of Work and/or any other Statement of Work under the agreement until payment has been made in full.
- 9.11 All sums payable to the Supplier under this agreement:
 - (a) are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual property rights (IPRs)

- 10.1 The Client and its licensors shall retain ownership of all Client Background IPRs and the Client shall own all Foreground IPRs and Client Materials. The Supplier and its licensors shall retain ownership of all Supplier Background IPRs.
- 10.2 Subject to the foregoing and so as to give effect to the terms of this Agreement, the Supplier grants the Client a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy and modify the Supplier Background IPRs for the purpose of receiving, copying, adapting, translating, supporting and developing and using the Services and the Deliverables in its business.

- 10.3 Subject to the foregoing and so as to give effect to the terms of this Agreement, the Client grants the Supplier a worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy the Foreground IPRs and the Client Background IPRs for the term of this Agreement solely for the purpose of providing the Services to the Client (and/or as applicable to its Affiliates) in accordance with this Agreement. The Supplier shall not sub-license the rights granted under this clause except as necessary to its sub-contractors and in such circumstances only with the prior written consent of the Client.
- 10.4 The Supplier warrants to the Client, that the receipt, use and onward supply of any Deliverables and Related Materials produced by or on behalf of the Supplier for the Client and its Affiliates, its licensees and sub-licensees, hereunder will be original to or at otherwise licensed to its authors, will not infringe any rights including any Intellectual Property Rights, of any third party.
- 10.5 The Supplier shall keep indemnified the Client and its Affiliates in full against all costs, expenses, liabilities, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Client as a result of or in connection with any claim brought against the Client, any of its Affiliates and/or their licensees and sub-licensees, suppliers, contractors and clients for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables provided that this indemnity shall be limited in terms of value to two hundred percent (200%) of the total value of the fees actually paid to Supplier under this Agreement in the twelve (12) month period (or shorter where applicable), preceding any such claim. This clause 10 shall survive termination of this Agreement.
- 10.6 The Client shall keep indemnified the Supplier and its Affiliates in full against all costs, expenses, liabilities, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Supplier as a result of or in connection with any claim brought against the Supplier, any of its Affiliates and/or their licensees and sub-licensees, suppliers, contractors and clients for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Deliverables provided that this indemnity shall be limited in terms of value to two hundred percent (200%) of the total value of the fees actually paid to Supplier under this Agreement in the twelve (12) month period (or shorter where applicable), preceding any such claim. This clause 10 shall survive termination of this Agreement.
- 10.7 Client shall not be entitled without the prior written consent of the Supplier to use in reporting, advertising, publicity or otherwise the name of the Supplier, the names of any Supplier directors, officers, associates or other personnel, or any trade name, trademark or logo owned or used by the Supplier.

11. Compliance with laws and policies

- 11.1 In performing its obligations under this agreement, the parties shall comply with all applicable laws.
- 11.2 In performing its obligations under this agreement, the Supplier shall comply with the Mandatory Policies, provided that the Client has made the Mandatory Policies available to the Supplier. The Client shall give the Supplier not less than 3 months' notice of any additional Mandatory Policies or any change to such policies.
- 11.3 Changes to the Works required as a result of changes to the Applicable Laws or the Mandatory Policies shall be agreed via the change control procedure set out in clause 8 (Change control).
- 11.4 In the event of any inconsistency or conflict between the Mandatory Policies and the provisions of this agreement and/or any Statement of Work, the provisions of this agreement and/or the Statement of Work shall prevail.

12. Data protection

- 12.1 For the purposes of this clause 12, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **process/processing** shall have the meaning given to them in the UK GDPR.
- 12.2 Both parties will comply with all applicable laws relating to data protection, including Applicable Data Protection Laws.
- 12.3 This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 12.4 Each party will deploy all necessary standards of data retention and security.
- 12.5 The parties acknowledge that one party (the Data Discloser) may when and where applicable disclose to the other party (the Data Recipient) Personal Data collected by the Data Discloser for the Agreed Purposes.
- 12.6 Each party shall ensure that it:
- (a) has all necessary consents and notices in place to enable lawful transfer of the Personal Data to the Data Recipient for the Agreed Purposes;
 - (b) may only process the Personal Data for the Agreed Purposes;
 - (c) shall not disclose or allow access to the Personal Data to anyone other than the Permitted Recipients;

- (d) shall ensure that all Permitted Recipients are subject to written contractual obligations concerning the Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this Agreement;
- (e) shall process no other personal data acquired in connection with this Agreement other than the Personal Data;
- (f) has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
- (g) shall not transfer any personal data outside of the European Economic Area unless the prior written consent of the data subject has been obtained and the following conditions are fulfilled:
 - (i) provides that the data subject has enforceable rights and effective legal remedies with regard to the transferred personal data; and
 - (ii) shall where it is the transferring party, comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred.

12.7 The parties shall ensure that the details specified including the Particulars of Processing in Schedule 5 are completed or otherwise provided for, and or may enter into separately a data protection agreement.

12.8 The Supplier's liability for losses arising from breaches of this clause 12 is as set out in clause 14.7(b).

13. Confidentiality

13.1 Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, Clients, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 13.2.

13.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

14. Limitation of liability

14.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.

14.2 Where requested by Client, Supplier shall provide to Client details of Supplier's insurances.

14.3 References to liability in this clause 14 (Limitation of liability) include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

14.4 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

14.5 Nothing in this clause 14 shall limit the Client's payment obligations under this agreement.

14.6 Nothing in this agreement shall limit the Client's liability under clause 10 (IPR indemnities).

14.7 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

14.8 Subject to clause 14.4 (no limitations in respect of deliberate default) and clause 14.7 (liabilities which cannot legally be limited), the Supplier's total liability to the Client:

- (a) for damage to property caused by the negligence of its employees and agents in connection with this agreement shall not exceed £5,000,000 for any one event or series of connected events;
- (b) for loss arising from the Supplier's failure to comply with its data processing obligations under clause 12 (Data protection) shall not exceed [£1,000,000]; and

- (c) for all other loss or damage which does not fall within subclause (a) or (b) shall not exceed the lower of two hundred percent (200%) of total fees received by Supplier in the twelve (12) months preceding a claim and £1,000,000.

14.9 The caps on the Client's liabilities shall not be reduced by:

- (a) amounts awarded or agreed to be paid under clause 10 (IPR indemnities); and
- (b) amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

14.10 Subject to clause 14.4 (No limitations in respect of deliberate default), clause 14.5 (No limitation on the Client's payment obligations), **Error! Bookmark not defined.**14.6 (liability under identified clauses) and clause 14.7 (Liabilities which cannot legally be limited), this clause 14.11 specifies the types of losses that are excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

14.11 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 5.1 (Supplier's responsibilities). In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

14.12 Unless the Client notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

15. Termination

15.1 Without affecting any other right or remedy available to it, either party may terminate this agreement (or a relevant Statement of Work) with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this agreement (or a relevant Statement of Work) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of this agreement (or a relevant Statement of Work) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement (or a relevant Statement of Work);
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1(c) to clause 15.1(j) (inclusive);

- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

15.2 For the purposes of clause 15.1(a) a **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

- (a) a substantial portion of this agreement; or
- (b) any of the obligations set out in clauses 6, 9, 10, 12, or 18,

In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

15.3 Without affecting any other right or remedy available to it, the Supplier may terminate this agreement (or a relevant Statement of Work) with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
- (b) there is a change of Control of the Client; or
- (c) there is a change to any of the Mandated Policies or any new Mandated Policy is added with respect to which the Supplier feels unable to agree or comply, and the parties are unable to negotiate a solution within 60 days of the Supplier being notified of such a change or addition.

16. Obligations on termination and survival

16.1 Obligations on termination or expiry

On termination or expiry of this agreement:

- (a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) the Client shall, within a reasonable time, return all of the Supplier's Equipment. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of the Supplier's Equipment. Until the Supplier's Equipment has been returned or repossessed, the Client shall be solely responsible for its safe keeping; and

- (c) the Supplier shall on request return any of the Client Materials not used up in the provision of the Works.

16.2 Survival

- (a) On termination or expiry of this agreement, all existing Statements at Work shall terminate automatically.
- (b) Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- (c) Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to payment for services already provided and the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

17. Force majeure

17.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.

17.2 Provided it has complied with clause 17.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure

or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly. For the avoidance of doubt and notwithstanding anything else to the contrary herein any obligation for the payment of money shall not be affected by any Force Majeure Event.

17.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

17.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 90 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 12 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving one month's written notice to the Affected Party.

18. Assignment and other dealings

18.1 The parties shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement except for within a party's own group.

19. Variation

Subject to clause 8 (Change control), no variation of this agreement or any Statement of Work shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. Waiver

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

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

- 20.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

21. Rights and remedies

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

22. Severance

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

- 22.2 If any provision or part-provision of this agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. Entire agreement

- 23.1 This agreement together with any Statements of Work concluded under the agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 23.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

24. Conflict

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

If there is any inconsistency between any provisions of this agreement and any Statement of Work pursuant to the agreement then the provisions of the agreement shall prevail.

25. No partnership or agency

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

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

26. Third party rights

26.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

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

27. Notices

27.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, signed by an authorised signatory of the party giving notice and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the Email Addresses.

27.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or
- (c) if sent if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 27.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

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

27.4 A notice given under this agreement is valid if sent by email.

28. Counterparts

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

28.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement.

29. Governing law

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

30. Jurisdiction

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

This agreement has been entered into on the earlier of the Effective Date or the date stated at the beginning of it.

Schedule 1 Available Services

Services including as follows (where applicable):

General consulting services, and;

Embedding high-quality human rights due diligence.

ASSESS:

Understanding your human rights risks and impacts.

We offer the following services as part of our 'Assess' approach:

- Gap assessments and organisational maturity
- Risk assessments
- Data analysis and advice
- Crisis and/or incident support
- Ad hoc and heightened due diligence
- Human rights impact assessments
- Land rights assessments
- Participatory rightsholder engagement
- Living wage/income assessments

EMBED:

Embedding human rights due diligence and responsible procurement practices.

We have 20 years' experience of embedding human rights due diligence in the following areas:

- Enhancing governance and oversight
- Drafting policy and guidance
- Training and building capacity throughout the organisation
- Responsible procurement
- Engaging suppliers and business partners

- Monitoring effectiveness and impact
- Strategic reporting

TRANSFORM:

Leading change and delivering impact.

We have extensive expertise in:

- Designing and improving mitigation and remediation measures
- Facilitating multi-stakeholder / industry collaboration
- Strategic advice and integration
- Cost of production to reflect human rights
- Just Transition strategy and implementation
- Strategic communications to enable transparency, advocacy and change

Legal advice and services are not provided.

Schedule 2 Template Statement of Work

1. Works:

[LIST OUT ALL THE WORKS TO BE PROVIDED UNDER THIS STATEMENT OF WORK. THE WORKS SHOULD BE FROM THE LIST OF AVAILABLE SERVICES IN Schedule 1].

2. Client's manager and Supplier's manager:

[LIST OUT THE RELEVANT INDIVIDUALS].

3. Start date and term:

[SPECIFY WHEN THE WORKS WILL COMMENCE, AND THE TERM OF THIS STATEMENT OF WORK].

4. Use of Contractors

[SPECIFY ANY THIRD PARTIES WHO WILL BE EMPLOYED TO CARRY OUT THE WORKS]

5. Timetable:

SET OUT THE TIMETABLE FOR PERFORMING THE WORKS].

6. Milestones:

[SET OUT ANY MILESTONES FOR THE WORKS].

7. Deliverables:

[SET OUT ANY DELIVERABLES FOR THE WORKS].

8. SoW Charges: [SET OUT THE CHARGES AND PAYMENT FOR THE WORKS].

9. Invoicing Schedule [SET OUT A SCHEDULE OF INVOICES, WITH DATES AND AMOUNTS]

12. Processing, Personal Data and Data Subjects.

Signed by **NAME OF CLIENT REPRESENTATIVE** for and on behalf of the Client.

.....

Signed by **NAME OF SUPPLIER REPRESENTATIVE** for and on behalf of the Supplier.

Schedule 3 Reference Charges and payment terms

Fixed price:

Where specified by Supplier.

Time and materials:

- Daily rates: [DAILY RATES FOR MEMBERS OF THE SUPPLIER'S TEAM]
- Weekend/overtime rates: [WEEKEND/OVERTIME RATES OF MEMBERS OF THE SUPPLIER'S TEAM]

Additional charges: The following materials and services procured from third parties shall be invoiced to the Client in addition to the Charges: [DETAILS OF THIRD PARTY MATERIALS AND SERVICES TO BE CHARGED IN ADDITION TO THE CHARGES]

Payment terms:

These terms are based on an understanding that invoices will be paid strictly no more than thirty (30) days after date of invoice(s).

Supplier retains the right to charge for late payment, including as provided for by applicable laws. Subject to applicable laws, if any SoW Charges or other sum owed under this Agreement is not paid when it is due, such amount shall bear interest at the rate of 4% per annum over the base rate of Barclays Bank Plc (and its successors) such interest to be due on the first day of each subsequent calendar month and, if not paid, to be compounded on the same day.

Schedule 4 Mandatory Policies

The Mandatory Policies are:

- [Modern Slavery and Human Trafficking Policy].
- [Corporate and Social Responsibility Policy].
- [Data and Privacy Policy].
- [Ethics and Anti-Bribery Policy].
- [Expenses Policy].
- [Health and Safety Policy].
- [Security Policy].

Schedule 5 **Processing, personal data and data subjects**

Parties' roles:

- 1.1 Where the Supplier acts as a processor: safeguard the Personal Data.
- 1.2 Where the Supplier acts as a controller: provide for necessary consent or specific legitimate interest.

Particulars of processing:

- 1.3 Scope: For the purposes of carrying out the Agreement.
- 1.4 Nature: Individual and company details.
- 1.5 Purpose of processing: To provide the Works and the Deliverables.
- 1.6 Duration of the processing: For the Term, and thereafter as provided.
- 1.7 Types of personal data:
 - People's names, emails or other identifying information.
- 1.8 Categories of data subject:
 - Subjects of professional studies
 - Participants and contributors

Signed by a director or
authorised person for and
on behalf of
TWENTYFIFTY LIMITED

X:
Director / authorised
person

Signed by a director or
authorised person for and
on behalf of **[NAME OF
CLIENT]**

X:
Director / authorised
person

Name: _____

Position: _____