IT Services Agreement (Pro-Supplier)

This sample agreement is drafted under English law and is intended for use in business-to-business arrangements. It is drafted in favour of the supplier.

*This document is intended only as a starting point for drafting and must be carefully considered in the context of the specific transaction.* *This document is not a substitute for detailed advice on specific transactions and should not be taken as providing legal advice on any of the topics discussed, nor should it be taken as creating a solicitor-client relationship between the reader and Fieldfisher.*

**THIS INFORMATION TECHNOLOGY SERVICES AGREEMENT** is made the [ • ] day of [ • ] 20[ • ]

**BETWEEN:**

1. [ ● ], a company registered in [•] (company registration no. [ • ]), whose registered office is at [ ● ],(the "**Customer**"); and
2. [ ● ], a company registered in [ • ] (company registration no. [ • ]), whose registered office is at [ ● ],(the "**Supplier**").

**BACKGROUND:**

1. The Supplier is a provider of [*describe the Supplier's services*].
2. The Customer requires and the Supplier has agreed to provide services to the Customer on the terms and conditions contained in this Agreement.

**IT IS AGREED:**

1. Interpretation
   1. In this Agreement, unless the contrary intention appears:
2. "**Business Day**" means a day other than a [*Saturday*], [*Sunday*] or a public holiday in [*insert country*];
3. "**Change in Law**" means the coming into effect, repeal, issue, amendment or variation of any Law after the Effective Date;
4. "**Confidential Information**" means:
   1. all information that relates to the provisions of this Agreement, the negotiations relating to this Agreement or the subject matter of this Agreement;
   2. information disclosed to the relevant party (the "**Recipient**") by or on behalf of the other party (the "**Disclosing Party**"), whether before or after the Effective Date, which comprises or relates to know-how, secret processes and/or inventions of the Disclosing Party;
   3. all other information disclosed to the Recipient by or on behalf of the Disclosing Party, whether before or after the Effective Date, which is marked as or has been otherwise indicated to be confidential or which derives value to the Disclosing Party from being confidential or which would be regarded as confidential by a reasonable business person;
5. "**Customer Background IPR**" means Intellectual Property Rights in existence before the Effective Date and either owned by the Customer or licensed to the Customer by a third party;
6. "**Customer Group**" means the Customer and any body corporate which is from time to time a holding company of the Customer, a subsidiary of the Customer or a subsidiary of a holding company of the Customer;
7. "**Customer Infringement Claim**" has the meaning given in Clause 9.1(a);
8. "**Customer Materials**" means the Customer Software, documentation and other items listed in Schedule 4, and all other works, materials and items that the Customer makes available to the Supplier in connection with this Agreement; [***Drafting note: If Customer Materials include third party software or materials, it will be important to ensure that the terms of the licence granted by the third party to the Customer permit the Customer to grant a licence to the Supplier per Clause 8.9.***]
9. "**Customer Representative**" means the Customer’s representative named in Schedule 5 or such replacement representative as notified to the Supplier from time to time;
10. "**Customer Sites**" means the sites owned or occupied by the Customer referred to in Schedule 1;
11. "**Customer Software**" means software owned by or licensed to the Customer (excluding software licensed to the Customer by the Supplier);
12. "**Customer Systems**" means the Customer's hardware, software, telecommunications networks and equipment that the Supplier has access to for the purpose of this Agreement;
13. "**Data Protection Law**" means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to privacy and the processing and/or security of personal data;
14. "**Effective Date**" means the date of this Agreement;
15. "**Expenses**" means reasonable travel and subsistence expenses incurred by the Supplier (and/or Supplier Personnel) in the performance of the Services in accordance with the Supplier's then current travel and expenses policy;
16. "**Fees**" means the fees set out in Schedule 3;
17. "**Force Majeure**" means any cause or event that is beyond the reasonable control of the affected party, and may include:
18. war, riot, civil commotion or terrorist attack;
19. fire, flood or storm; and
20. strikes, lockouts or other industrial disputes excluding any relating to or induced by the workforce of the affected party (or, where the affected part is the Supplier, by the workforce of any subcontractor of the Supplier);
21. "**Foreground IPR**" means Intellectual Property Rights or other proprietary rights created by the Supplier, any subcontractor of the Supplier or by Supplier Personnel directly in the performance of and for the purpose of providing the Services, but excluding the Supplier Background IPR;
22. "**Group**" means the Supplier Group or the Customer Group, as the context requires;
23. "**Initial Term**" means the period of [*insert number*] years commencing on the Effective Date;
24. "**Insolvency Event**" in relation to a person, means where that person ceases or threatens to cease to carry on business, is found unable to pay its debts within the meaning of the Insolvency Act 1986 section 123, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for solvent amalgamation or solvent reconstruction) or undergoes any similar or equivalent process in any jurisdiction;
25. "**Intellectual Property Rights**" means patents, petty patents, utility models, trade marks, design rights, copyright, moral rights, database rights, semi-conductor topography rights, trade or business names, whether registrable or not (including applications for and the right to apply for registration of any such rights), and any similar rights in any country whether currently existing or created in the future, in each case for their full term, together with any renewals or extensions;
26. "**Law**" means statutes, statutory instruments, regulations, orders, and other legislative provisions in any jurisdiction including any delegated or subordinate legislation, [any enforceable EU right within the meaning of section 2(1) of the European Communities Act 1972] and any judgment of a relevant court of law that is binding precedent, and any decision of a tribunal or competent authority;
27. "**Losses**" means costs, damages, demands, expenses, fines, liabilities, losses, penalties and sanctions (including amounts paid in settlement, out-of-pocket expenses and interest);
28. "**Sales Taxes**"means value added tax, consumption tax or other sales tax;
29. "**Site Procedures**" means the site procedures applicable at Customer Sites, as set out in Schedule 8;
30. "**Services**" means the services described in Schedule 1;
31. "**Supplier Background IPR**" means all Intellectual Property Rights or other proprietary rights:
    1. in existence at the Effective Date and owned by the Supplier; or
    2. developed by the Supplier outside of this Agreement and owned by the Supplier, whether before or after the Effective Date,

which it is necessary for the Customer to use to receive the full benefit of the Services;

1. "**Supplier Group**" means the Supplier and any body corporate which is from time to time a holding company of the Supplier, a subsidiary of the Supplier or a subsidiary of a holding company of the Supplier;
2. "**Supplier Infringement Claim**" has the meaning given in Clause 9.2;
3. "**Supplier Personnel**" means the Supplier’s employees, agents, consultants and individual contractors who provide or who are involved in the provision of the Services;
4. "**Supplier Representative**" means the Supplier’s representative identified in Schedule 5 or such replacement representative as notified to the Customer by the Supplier from time to time;
5. "**System Security Requirements**" means the requirements set out in Schedule 9;
6. "**Term**" means the period beginning on the Effective Date and ending on the termination of this Agreement; and
7. "**Virus**" means any item, software, device or code which is intended by any person to, or which is likely to, or which may:
8. impair or prevent the operation of any software or computer systems;
9. cause loss of, or corruption or damage to any software or computer systems or data;
10. prevent access to any software or computer system or data; or
11. damage the reputation of the Customer,
12. including any computer virus, Trojan horse, worm, software bomb, authorisation key, licence control utility or software lock.
    1. In this Agreement:
       * 1. a reference to a provision of law is a reference to that provision as extended, applied, amended or enacted from time to time and includes any subordinate legislation;
         2. the singular includes the plural and vice versa;
         3. "**subsidiary**" and "**holding company**" have the meanings given in Section 1159 of the Companies Act 2006, (and Clause 1.2(a) shall not apply in relation to this Clause 1.2(c));
         4. words denoting persons include bodies corporate and unincorporated associations of persons;
         5. references to this Agreement or any other agreement or document are to this Agreement or such other agreement or document as it may be varied, amended, supplemented, restated, renewed, novated or replaced from time to time;
         6. references to a party to this Agreement include a reference to its successors and assigns;
         7. the word "including" is by way of illustration and emphasis only and does not operate to limit the generality or extent of any other words or expressions;
         8. references to Clauses and Schedules refer to clauses of and schedules to this Agreement; and
         9. the headings in this Agreement do not affect its interpretation.
13. Term
14. This Agreement shall commence on the Effective Date and shall continue until terminated by either party in accordance with its terms or at common law.
15. Supplier Undertakings
    1. The Supplier shall:
       * 1. perform the Services in accordance with this Agreement using reasonable skill, care and diligence;
         2. comply with (and procure that Supplier Personnel comply with):
            1. the Site Procedures while at any Customer Site;
            2. the System Security Procedures in relation to Customer Systems; and
         3. in performing the Services, use industry standard firewalls and anti-Virus software designed to detect and prevent the introduction of a Virus to any software or computer system.
16. Compliance with Law
    1. The Supplier shall perform the Services in a manner that complies with all Law that applies to the Services, in the form that the relevant Law is in force as at the Effective Date.
    2. If the Customer or the Supplier is or becomes aware:
       * 1. of a Change in Law; and
         2. that, as a result of that Change in Law, a change should be made to the Services to ensure that the Services and the performance of them conform to any Law,
    3. then that party shall, as soon as reasonably practicable, notify the other party in writing of the Change in Law and of any changes to the Services that party anticipates will need to be made as a result of the Change in Law.
    4. The Customer and the Supplier shall follow the Change Control Procedure to:
       * 1. assess the impact of such Change in Law on the Services;
         2. agree any changes to the Services required as a result of such Change in Law (to be at the cost of the Customer);
         3. implement any agreed changes to the Services required as a result of such Change in Law; and
         4. determine any adjustment to the Fees to reflect agreed changes to the Services required as a result of such Change in Law.
17. Customer Obligations
    1. The Customer shall provide the Supplier with such information and co-operation as the Supplier reasonably requires to enable and assist the Supplier to carry out its obligations under this Agreement.
    2. The Customer shall perform the obligations and responsibilities set out in Schedule 2.
18. Representatives
    1. For the purpose of this Agreement, each party has nominated its respective Representative as the primary point of contact with the other party.
    2. The parties agree to respond promptly to any issues or requirements referred to them by the other party relating to the performance of any obligation under this Agreement and shall seek to resolve any problems arising as quickly as possible.
19. Fees, Expenses and Payment
    1. The Customer shall pay the Fees and Expenses to the Supplier in accordance with this Clause 7.
    2. The Supplier shall invoice the Customer:
       * 1. in respect of the Fees [*quarterly*]/[*monthly*] [*in advance*]/[*in arrears*]; and
         2. in respect of the Expenses [*quarterly*]/[*monthly*] in arrears.
    3. The Supplier shall maintain complete and accurate records necessary to substantiate the Fees and Expenses invoiced and shall supply such records to the Customer together with the relevant invoice.
    4. The Customer shall pay invoices within [*insert number*] Business Days after receipt of the correct invoice.
    5. The Fees are stated [*inclusive*]/[*exclusive*] of all Sales Taxes which shall be payable by the Customer in accordance with and in the manner prescribed by Law.
    6. If the Customer fails to pay any sum due for payment under this Agreement on or before the due date, the Customer shall pay interest on such sum from the due date until the date of actual payment (whether before or after judgment) at the rate of [•] % per month above the base rate of [*insert name of bank*] from time to time. Interest shall accrue daily and be compounded [*monthly*]/[*quarterly*]. The parties acknowledge that this amounts to a substantial remedy for late payment.
20. Intellectual Property Rights

[***Drafting note: The parties will need to consider on a case by case basis who is to own "Foreground IPR". This clause is drafted so that all Foreground IPR belongs to the Customer.***]

*Assignment of Foreground IPR*

* 1. All Foreground IPR shall vest in the Customer on creation. The Supplier hereby assigns to the Customer with full title guarantee the Foreground IPR together with the right to sue for and recover damages or other relief in respect of the infringement of any Foreground IPR.
  2. In relation to future copyright, the assignment under Clause 8.1 shall take effect as a present assignment of future copyright.
  3. At the Customer’s request, the Supplier shall execute (or procure the execution of) any document and/or do anything else necessary to give full effect to the assignment under Clause 8.1.
  4. The Supplier shall procure that those Supplier Personnel who are entitled to moral rights pursuant to the Copyright Designs and Patents Act 1988 (or equivalent or analogous rights under the laws of other jurisdictions), which exist or may arise in relation to any Foreground IPR shall unconditionally and irrevocably waive all such rights in favour of the Customer.
  5. The Customer grants to the Supplier a worldwide, fully paid-up, non-exclusive, non-transferable licence during the Term to copy and modify the Foreground IPR only to the extent necessary and for the purpose of:
     + 1. providing the Services to the Customer; and
       2. performing the Supplier’s other obligations under this Agreement,
  6. and for no other purpose whatsoever.
  7. The licence granted by the Customer under Clause 8.5 will take effect from the date of assignment of the relevant Foreground IPR to the Customer pursuant to Clause 8.1.

*Customer Background IPR and Supplier Background IPR*

* 1. The Customer and its licensors shall retain all right, title and interest in and to the Customer Background IPR.
  2. The Supplier and its licensors shall retain all right, title and interest in and to the Supplier Background IPR.

*Licence of Customer Materials*

* 1. The Customer grants to the Supplier a worldwide, fully paid-up, non-exclusive, non-transferable licence during the Term to copy and modify the Customer Materials only to the extent necessary and for the purpose of:
     + 1. providing the Services to the Customer; and
       2. performing the Supplier’s other obligations under this Agreement,
  2. and for no other purpose whatsoever.
  3. The Customer will make available to the Supplier the Customer Materials listed in Schedule 4 within [●] Business Days after the Effective Date.

*Licence to Customer of Supplier Background IPR*

* 1. The Supplier grants to the Customer (or in the case of Supplier Background IPR that is owned by a third party, shall procure the grant to the Customer of) a worldwide, fully paid-up, non-exclusive, irrevocable, perpetual, royalty-free and [non-]transferable right to:
     + 1. copy and modify the Supplier Background IPR for the purpose of receipt of the Services by the Customer and to enable the Customer to obtain the full benefit of the Services; and
       2. sub-license third parties to copy and modify the Supplier Background IPR solely for the purpose of such third parties providing services to the Customer and Customer Group.

1. Indemnities
   1. The Supplier shall:
      * 1. defend the Customer, at the Supplier's expense, against any claim by a third party that:
           1. the provision of the Services, or the receipt of them by the Customer; or
           2. the Customer's use of Supplier Background IPR in accordance with the rights granted (or purportedly granted) under Clause 8.11,
        2. infringes the copyright or UK patent of any person (a "**Customer Infringement Claim**"); and
        3. indemnify the Customer from and against all damages awarded under any final judgment by a court of competent jurisdiction or agreed by the Supplier in final settlement of any Customer Infringement Claim,
   2. provided that:
      * 1. the Customer makes no statement prejudicial to the Supplier or in respect of such Customer Infringement Claim;
        2. such infringement (or alleged infringement) is not caused by or contributed to by acts of the Customer or any use or exploitation of the Foreground IPR by the Customer or its licensees;
        3. the Customer notifies the Supplier promptly in writing of the details of the Customer Infringement Claim;
        4. the Customer gives the Supplier all reasonable assistance in connection with the Customer Infringement Claim, at the Supplier's cost; and
        5. the Supplier shall have sole conduct and control of the defence of such Customer Infringement Claim, and/or any settlement or compromise of such Customer Infringement Claim.
   3. The Customer shall indemnify and keep indemnified the Supplier from and against all Losses suffered or incurred by the Supplier as a result of a claim by a third party that the Supplier’s use of the Customer Materials in accordance with the rights granted (or purportedly granted) under Clause 8.5 infringes the Intellectual Property Rights or other proprietary rights of any person ("**Supplier Infringement Claim**").
   4. The Supplier shall:
      * 1. as soon as reasonably practicable after becoming aware of any Supplier Infringement Claim, give written notice of it to the Customer;
        2. not make any admission of liability, agreement or compromise in relation to any Supplier Infringement Claim without the Customer's prior written consent (not to be unreasonably withheld or delayed).
2. Data Protection
   1. In this Clause:
      * 1. "**Customer Personal Data**" means any personal data processed by the Supplier as a result of, or in connection with, the provision of the Services and in respect of which the Customer is data controller; and
        2. "**process**", "**data controller**", "**data processor**", "**data subject**" and "**personal data**" shall have the meaning given in the Data Protection Act 1998.
   2. The Customer hereby appoints the Supplier as data processor in relation to Customer Personal Data.
   3. In processing Customer Personal Data pursuant to this Agreement, the Supplier shall:
      * 1. act only on lawful instructions from the Customer;
        2. unless otherwise requested by the Customer, process Customer Personal Data only to the extent and in such manner as is necessary for the provision of the Services;
        3. take appropriate technical and organisational measures against unauthorised or unlawful processing, accidental loss or destruction of, or damage to Customer Personal Data;
        4. ensure that all Supplier Personnel involved in the processing of Customer Personal Data have undergone adequate training in the care, protection and handling of personal data;
        5. not cause or permit Customer Personal Data to be transferred outside the European Economic Area without the Customer's prior consent;
        6. inform the Customer as soon as reasonably practicable if it receives a request from a data subject concerning any information that may be contained in Customer Personal Data;
        7. promptly inform the Customer if it receives a complaint, communication or request relating to the Customer's obligations under applicable Data Protection Law (including requests from any competent supervisory authority); and
        8. at the Customer's cost, provide such assistance as the Customer may reasonably require in order for the Customer to deal with any request for subject access under Data Protection Law.
3. Liability
   1. Nothing in this Agreement shall exclude or limit the liability of a party for:
      * 1. death or personal injury caused by its negligence;
        2. fraud or fraudulent misrepresentation; or
        3. any liability that cannot be excluded or limited by law.
   2. The Supplier shall not be liable for any delay in providing or for any failure to provide the Services or for any other breach of this Agreement where such delay or failure or breach is caused directly or indirectly by the Customer's breach of this Agreement.
   3. Subject to Clause 11.1, neither party shall be liable to the other for any indirect loss arising out of or in connection with this Agreement, including any breach or non-performance of this Agreement, no matter how fundamental, in tort (including negligence), breach of statutory duty or otherwise and whether or not that party had been informed of or was aware that there was a serious possibility of such loss.
   4. Subject to Clause 11.1, the Supplier shall not be liable to the Customer for:
      * 1. loss of profits or loss of contracts;
        2. loss or corruption of data, including the costs of reconstituting lost or corrupted data;
        3. loss of anticipated savings;
        4. loss of goodwill;
        5. wasted management time; or
        6. [*insert any other excluded heads of liability*],
   5. arising out of or in connection with this Agreement, including any breach or non-performance of this Agreement, no matter how fundamental, in tort (including negligence), breach of statutory duty or otherwise.
   6. Subject to Clause 11.1, the total and aggregate liability of each party arising out of or in connection with this Agreement , including any breach or non-performance of this Agreement, no matter how fundamental, in tort (including negligence), or for breach of statutory duty or otherwise shall not exceed:
      * 1. [*insert sum*]; or
        2. [*insert amount calculated by reference to the Fees paid/payable e.g*. *100% of Fees paid/payable by the Customer to the Supplier*],
   7. whichever is greater.
   8. Nothing in this Clause 11 shall limit or exclude:
      * 1. the Customer's liability in respect of any Fees or Expenses payable to the Supplier;
        2. [*insert details of any other liabilities that are to be unlimited, e.g. indemnities, breach of confidentiality,*]
   9. and no amount payable in respect of the items set out in this Clause shall count towards the caps on liability under Clause 11.5.
   10. The express terms of this Agreement are in lieu of all warranties, terms, conditions, undertakings, representations and obligations implied by statute, common law, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
4. Termination
   1. Either party may terminate this Agreement by giving the other party at least [*insert number*] months’ notice to expire on any date on or after the end of the Initial Term.
   2. Either party may terminate this Agreement at any time on written notice, either immediately or following such notice period as it shall see fit:
      * 1. if the other party:
           1. is in material breach of this Agreement, and such breach is irremediable;
           2. commits any remediable material breach of this Agreement and fails to remedy such breach within [*insert number*] Business Days from the service on it of a notice specifying the material breach and requiring it to be remedied; or
           3. undergoes an Insolvency Event;
        2. in the circumstances set out in (and in accordance with) Clause 14 (Force Majeure).
   3. On termination of this Agreement, the Supplier will, at the Customer's cost and expense, co-operate to a reasonable extent with the Customer and with any new supplier under any arrangements notified to it by the Customer, to effect a full and orderly transition from the provision of the Services by the Supplier to the provision of replacement services by the Customer or by a replacement supplier.
   4. Termination of this Agreement will not affect the rights and obligations of the parties accrued at the date of termination.
   5. The termination rights in this Clause 12 and any other termination rights set out in this Agreement are in addition to and without prejudice to any other rights and remedies of a party, whether under this Agreement, at common law or otherwise.
   6. The following clauses shall survive termination of this Agreement: Clause 1, Clause 6, Clause 7, Clause 8.3, Clause 8.4, Clause 8.7, Clause 8.8, Clause 9, Clause 11, Clause 12.3, Clause 12.4, Clause 12.6, Clause 13, Clause 16 and Clause 17.
5. Confidentiality
   1. Each party confirms that it understands that Confidential Information constitutes and is comprised of valuable confidential proprietary information, the disclosure of which could have damaging effects on the other party's business.
   2. Each party undertakes to use Confidential Information only for the purpose of its performance of this Agreement and not for any other purpose whatever.
   3. Subject to Clauses 13.4, 13.5 and 13.6, each party undertakes that it shall keep secret and confidential all Confidential Information and not disclose any Confidential Information to any other person.
   4. The Supplier may disclose Confidential Information to any Supplier Personnel who are engaged in the provision of the Services to the extent necessary for the purpose of those Supplier Personnel's performance of the Services provided that such Supplier Personnel have entered into confidentiality obligations with the Supplier in respect of such Confidential Information that are at least as protective of the Customer's Confidential Information as the obligations of and restrictions on the Supplier under this Clause 13.
   5. The restrictions and undertakings in this Clause shall not apply in respect of any Confidential Information:
      * 1. that is in the public domain at the date of this Agreement otherwise than as a result of a breach of a confidentiality obligation by any person;
        2. that subsequently comes into the public domain, otherwise than as a result of a breach of this Agreement or other breach of a confidentiality obligation by any person, but only after it has come into the public domain;
        3. that the Recipient obtains from a third party not under any confidentiality obligation to the other party in respect of such information; or
        4. that the Recipient can demonstrate was already in its possession at the time of disclosure to the relevant party by or on behalf of the other party and in relation to which the relevant party does not owe a separate obligation of confidentiality to the other party.
   6. Each party shall be entitled to disclose Confidential Information:
      * 1. on a necessary basis and under conditions of confidentiality to its professional advisers, auditors and bankers; or
        2. where required to do so by law, regulation or order of a court of competent jurisdiction, but only to the extent necessary to comply with such law, regulation or order.
6. Force Majeure
   1. A party shall have no liability for any delay in performance or any non-performance of any obligation under this Agreement, save for any payment obligation which shall continue in full force and effect, to the extent that such delay or non-performance is due to Force Majeure. The time for performance of the relevant obligation shall be extended to the extent that the delay or non-performance is due to Force Majeure.
   2. If the Supplier is prevented for a period of more than [three (3) consecutive months] from performing substantially all of its obligations under this Agreement], then either party may terminate this Agreement immediately by serving written notice on the other party.
7. Changes
8. At any time, the Customer may request or the Supplier may recommend changes to the Services or any parts of the Services. The control of change under this Agreement shall be in accordance with the change control principles and procedures specified in Schedule 6.
9. Assignment and subcontracting
   1. Neither party may at any time, without the prior written consent of the other party (such consent not be unreasonably withheld or delayed), assign or novate all or any part of its rights and/or obligations under this Agreement, [except that aparty may assign all or any part of its rights under this Agreement to any other member of its Group, without the other party's consent].
   2. The Supplier may subcontract the performance of any of its obligations under this Agreement to any of the approved subcontractors named in Schedule 7.
   3. Save as provided in Clause 16.2, the Supplier shall not sub-contract or delegate any or all of its obligations under this Agreement to any third party except with the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed.
10. General
    1. *Illegality/Severance:* If any provision of this Agreement is declared by any competent court or body to be illegal, invalid or unenforceable under the law of any jurisdiction, or if any enactment is passed that renders any provision of this Agreement illegal, invalid or unenforceable under the law of any jurisdiction, this shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement.
    2. *Notices:* Any notice to be given under this Agreement must be in writing and given by first class post or personal delivery. Notices to the Customer shall be sent to [*name*] at [*address*], and notices to the Supplier shall be sent to [*name*] at [*address*], or to such other place as the relevant party shall have notified the other pursuant to this Clause. Any notice given shall be deemed effective (a) when left at the address mentioned above (if delivered personally) or (b) two Business Days after posting by first class post addressed as required above (if given by post).
    3. *Variations:* No purported amendment or variation of this Agreement shall be effective unless it is in writing and duly executed by or on behalf of each of the parties.
    4. *Waiver:* The failure to exercise or delay in exercising a right or remedy of a party under this Agreement shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision.
    5. *Third Party Rights:* A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of the Contract.
    6. *Entire Agreement:* This Agreement constitutes the entire agreement and understanding between the parties relating to its subject matter and supersedes any other agreement or understanding (written or oral) between the parties relating to the same.
    7. *No reliance:* Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by any other party or any other person except as expressly set out in this Agreement in respect of which its sole remedy shall be for breach of contract.
    8. *Fraud and fraudulent misrepresentation.* Nothing in Clauses 17.6 or 17.7 or elsewhere in this Agreement shall operate or be construed to exclude or limit any liability of any person for fraud, including fraudulent misrepresentation.
    9. *Governing Law and Jurisdiction*:  This Agreement and any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by English law. The parties submit to the non-exclusive jurisdiction of the English courts for all purposes relating to and in connection with this Agreement and any such dispute or claim.

[*insert suitable execution/signature clause*]

1. – Services and Customer Sites

[*Insert:*

* *a description of the Services that the Supplier will perform;*
* *details of the Customer's offices or premises where the Customer will receive the Services.*]

1. – Customer obligations

[*Insert details of the Customer's obligations*]

1. – Fees

[*Insert details of the fees to be paid by the Customer.*]

1. – Customer Materials

[*Insert details of documents, software and/or other materials that are owned by or licensed to the Customer by a third party, and that the Customer will make available and license to the Supplier for use in the performance of the Services*.]

1. – Representatives

[*Insert names and contact details of the parties' respective representatives for the purpose of the Agreement.*]

1. – Change Control Procedure

[*Insert a detailed process that will be used by the parties to agree changes to the Services.*]

1. – Approved Subcontractors
2. – Site Procedures

[*Insert details of the security procedures and any other procedures applicable at Customer Sites that the Supplier must comply with if the Supplier attends any Customer Site.*]

1. – System Security Requirements

[*Insert details of the Customer's system security requirements that the Supplier must comply with*.]