A yellow circle with white text

Description automatically generated with medium confidence**Service Level Agreement**

This **Service Level Agreement** (“the Agreement”) is made this **[insert day, e.g 22nd]** day of **[insert month]**, 2022.

**BETWEEN**

**[Name of Service Provider]**, a company registered in [Country of Registration], with Registration number [insert RC Number], having its registered office/office address at [insert address] (hereafter referred to as “**Service Provider**”) which expression shall, where the context so admits, include its successors in title, subsidiaries, affiliated companies and assigns of the **one part**.

**AND**

**[Name of Client],** a company registered in [Country of Registration], with Registration number [insert RC Number], with its registered office/office address at [insert address] (hereinafter referred to as “the **Client**”, which expression shall, where the context so admits, include its successors-in-title and assigns) of the **other part.**

**\_\_\_\_\_\_\_\_\_** and **\_\_\_\_\_\_\_\_\_** are hereinafter collectively referred to as the "Parties" and individually, as a "Party".

**WHEREAS**

1. The Service Provider carries on the business of \_\_\_\_\_\_\_\_\_\_\_\_\_ and possesses the necessary qualification, skills and experience in that field
2. The Client wishes to engage the services of the Service Provider for services specifically listed in Schedule A and under this Agreement
3. The Service Provider is willing and hereby accepts to provide all such service, as listed, subject to the terms of this Agreement

**Now it is hereby agreed as follows:**

1. **DEFINITIONS AND INTERPRETATIONS**

In this Agreement except where the context otherwise requires, the capitalized/boldened terms used in this Agreement shall have the following meanings:

* 1. **“Business Day”** means everyday excluding Saturdays, Sundays and Public Holidays declared by the Government of [**insert country of performance**];
  2. **“Completion Date”** means the date Service Provider delivers on all service levels without a renewal by the Client
  3. **“Commencement Date”** means the date the last party executes this Agreement.
  4. “**Confidential Information**” means all confidential, proprietary or sensitive information, whether tangible or intangible, oral or written belonging to either Party. It also includes any information relating to and or including released or unreleased software or hardware products, the marketing or promotion of products, business plans, practices or policies, and information received from either Party disclosed during or prior to the execution of this Agreement in so far as it relates to the scope of this Agreement, including trade secrets, source codes, object codes, patents, inventions, firmware, designs, formulas, specifications, financial information and projections, numbers, lists of suppliers and potential suppliers, lists of customers and potential customers, equipment lists, employee lists, management methods, know-how, working methods, manufacturing techniques, operating techniques, and all manuals, documents, reports, spread sheets, files, market information, computer disks and tapes (whether machine or user readable) and other written or electronic information pertaining thereto.
  5. **“Effective Date”** means the agreed date the parties deems this Agreement to have taken effect.
  6. “**Force Majeure**” means any event or circumstance beyond the reasonable control of the Parties that is not foreseeable, is unavoidable and its origin is not due to negligence or lack of care on the part of the Parties. Such events include but not limited to acts of God, fire, flood, invasion, war, revolution, uprising, insurrection, social/public unrest, public disturbance, strike, riots, fire disaster, storm, acts of terrorism and any other circumstance which may hinder or delay the performance of the obligations of the Parties under this Terms and Conditions.
  7. “**Work**” means
  8. Unless the context otherwise requires;
     1. Any reference to the plural includes the singular and vice versa.
     2. Any reference to a person includes natural persons, corporate bodies, partnerships, firms, unincorporated bodies and legal persons.
     3. Any reference to any document, including this Agreement, shall include any permitted variation, amendment, supplement, substitution or assignment of such document as agreed to by the Parties.
     4. The headings in this Agreement are inserted for ease of reference only and shall not affect the construction or interpretation of this Agreement.
  9. **“Client’s Representative”** means any person/persons nominated by the Client to liaise with the Service Provider, including for the purpose of monitoring the performance of services to be provider and/or performance of this Agreement
  10. “**Data Protection Law**” means all legislation in force from time to time in the United Kingdom relating to data privacy and protection including, but not limited to, UK GDPR (the retained version of the EU General Data Protection Regulation which forms part of the Laws of England and Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal ) Act 2018); the Data Protection Act 2018 (with Regulations now made or to be made thereunder); and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended.
  11. “**Fees**” means any amount payable by the Client to the Service Provider for services provided pursuant to the terms of this Agreement
  12. “**Default Penalty**” means an amount payable to or any benefit forfeited to the Client by the Service Provider for failure to meet the agreed service levels in accordance with the provisions of this Agreement.
  13. “**Intellectual Property Rights**” means all patents, rights in an invention, designs, trade, trademarks, business names, photograph, copyright, moral rights, database, domain name, information, trade secret, goodwill, whether registered or unregistered, including all applications for registration, renewals, or extensions of such rights.
  14. “**Performance Report**” refers to a report from the Service Provider to the Client detailing performance of the services in relation to the Service Levels as detailed under the provisions of this Agreement.
  15. “**Service Levels**” refers to the different services outlined under this Agreement to be performed by the Service Provider in Schedule A, including their required levels of performance, due dates, etc.
  16. “**Service Provider Representative**” means any person/ person authorized by the Service Provider to liaise with the Client/Client’s Representatives on issues of performance of the service levels and of this Agreement.

It is the collective understanding of the Parties that:

* 1. The Headings are used for the purpose of convenience only, and shall have no effect upon the interpretation of this Agreement
  2. Reference to any gender shall include the other gender as well.
  3. Any reference to “this Agreement” shall include the entirety of the clauses contained herein and all Schedules, Tables and Graphs

1. **APPOINTMENT/AUTHORIZATION**

**[Name of Client]** hereby appoints and authorizes the Service Provider to perform its obligations as set forth in this Agreement.

1. **RELATIONSHIP OF THE PARTIES**

The terms of this Agreement create an independent contractor status and it is understood that the Parties have no authority to bind each other in any matters of any nature or kind whatsoever, save as provided under this Agreement or subject to other mutually agreed terms or documentation.

1. **SCOPE OF AGREEMENT**

Subject to the service levels provided in Schedule A, the scope of this Agreement as contemplated by Parties is to set out the framework to govern the relationship of both Parties with respect to the Service Provider executing the Project for the benefit of the Client, to wit:

**[Insert General Description of the Project to be executed by the Service Provider]**

1. **EFFECTIVE DATE AND DURATION**

The effective date of this Agreement shall be **[insert date]** and shall continue to be in force until the Completion Date (provided in Schedule A), unless terminated earlier in accordance with the provisions of this Agreement. Prior to the expiration of the Term, and at the instance of the Client, the Term may be extended via a communication in writing to the Service Provider detailing the new Completion Date.

1. **OBLIGATIONS OF THE CLIENT**

The Client agrees to undertake the following obligations under this Agreement:

* 1. Provide the requisite documentation or information to the Service Provider as may be reasonably required to enable it to fulfil its obligations under this Agreement.
  2. Grant the Service Provider access of any Site, Instrument, location, Pass codes etc. one business day before the Commencement Date, and continue to grant such access as necessary for the Service Provider to perform its obligations under this Agreement.
  3. Ensure that the Service Provider is paid the Contract Sum in accordance with the provisions of Clause 8 of this Agreement.
  4. Ensure that where required, it makes written requests of any significant variations not currently envisaged as part of the Project in accordance with the specifications contained in Schedule A of this Agreement, to the Service Provider.
  5. Further to Clause 6.4, upon issuing a written request for a significant variation, use its best efforts to negotiate the additional sum to be paid to the Service Provider for the additional work arising as a result of such a request.
  6. Use its best effort to keep the Service Provider informed of any special requirement, (including legal requirements caused by policy changes) which might affect performance of service levels. These requirements, except request made in pursuance of a change in policy or legislation, shall not alter the provisions of this Agreement until a written Addendum is drawn up by the parties.
  7. do all such things that are necessary and incidental to the attainment of the Scope of this Agreement.

1. **OBLIGATIONS OF THE SERVICE PROVIDER**

The Service Provider agrees to undertake the following obligations under this Agreement:

* 1. Provide the requisite documentation or information to the Client as may be reasonably required to enable it to fulfil its obligations under this Agreement.
  2. Commence the Project on the Commencement Date and use its best efforts to ensure that it completes all Works required for the completion of the Project by the Completion Date.
  3. Execute the Project and all Works required for the completion of the Project as set out in Clause 4 and Schedule A to this Agreement, in a professional workman like manner and in accordance with the best professional standards. Without prejudice to the final Completion Date, all work level must be delivered at the stated time.
  4. Provide all the labour and necessary equipment to execute all its obligations under this Agreement, except those required to be provided by the Client.
  5. Immediately put into effect the special requirements made under Clause 6.6. Agrees that a change in policy or legislation that affects the performance of any service level shall be incorporated into this Agreement as if originally set out herein.
  6. Use reasonable skill and care in carrying out its obligations under this Agreement.
  7. Be responsible for the health and safety of all its workers, sub-contractors or appointees and shall ensure that all health and safety laws are complied with whilst undertaking the Project.
  8. Do all such things that are necessary and incidental to the attainment of the scope of this Agreement.

1. **FEES AND RECORDS**
2. In consideration of services to be provided by the Service Provider, the Client to pay the total sum of **[Insert Contract Sum]** (Contract Sum”) as set forth in the Payment Schedule contained in Schedule B.
3. Notwithstanding the provisions of Clause 8.1, payment shall become due and payable only when it is earned, by completion of an attached service level, as specified in the payment Schedule.
4. The parties shall specify the penalties for non-performance of any provisions of this Agreement. As far as monetary penalties are concerned, same shall be provided under Schedule B’s, **Penalty for Late or None Performance of a Service Level by the Service Provider.**
5. All payment required to be made by either party under this Agreement shall be paid within **[Insert period]** of the date of the initial invoice. Payment shall be made in **[insert currency]** to cleared fund to a bank in **[insert location]** as the other party may from time to time appoint.
6. All payments made under this Clause shall be inclusive of all relevant taxes and regulatory charges.
7. Each Parties shall:
   1. Maintain records and books of account detailing all monetary transactions undertaken in pursuance of this Agreement.
   2. Each party shall have right to inspect records and books of account kept by the other party. This right of inspection is exercisable after given at least 48 hours’ notice of intent to inspect.
8. **REPRESENTATIONS & WARRANTIES**

Each Party represents and warrants to the other Party that:

* 1. the entry into and performance of the terms and conditions of this Agreement does not and shall not contravene or conflict with its memorandum and articles of association, any law, statute, regulation or other instrument binding on it or any of its assets, or any Agreement or document to which it is a Party or is binding on it or any of its assets;
  2. it holds and is in compliance with all necessary certificates, licenses, permits, consents or other authorizations required in the course of its business;
  3. it has all requisite power, capacity and authority to enter into this Agreement and to consummate the transaction contemplated hereby and the execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all necessary action on its part, (or its board of directors or similar governing body, as applicable), and no other action or proceeding is necessary to authorize the execution and delivery of this Agreement and the consummation of the transaction contemplated hereby;
  4. It possesses the requisite skill and expertise to achieve the purpose of this Agreement and shall perform its obligations in this Agreement in a professional manner and in accordance with best practice.
  5. It is financially solvent and able to pay all debts as they mature and perform its obligations herein.
  6. This Agreement constitutes and expresses its legal, valid, and binding obligation and is enforceable against it in accordance with the conditions and terms herein stipulated;
  7. There are no actions, suits, arbitration, government investigation, audit or other proceedings pending, and or to the best of its knowledge, threatened against it capable of undermining its capacity to execute this Agreements and or consummate the transaction to which it relates.

1. **PERFORMANCE MONITORING AND MANAGEMENT**
2. For the purpose of monitoring the performance of each service level, the Client and Service Provider shall appoint a one or more representatives, to meet once every month to discuss, inspect or adjust services to be performed.
3. The Client’s representative(s) shall be:

**[insert name and role]**

**[ insert email add]**

**[insert name 2 and role]**

**[insert email add]**

1. The Service Provider’s representative(s) shall be:

**[insert name and role]**

**[ insert email add]**

**[insert name 2 and role]**

**[insert email add]**

1. It is the responsibility of the Representatives to ensure that the service levels are performed in line with the intended specifications. Any disagreement as to specifications shall be referred to Management meeting. Notwithstanding Clause 10.8 and 9, an emergency Management Meeting shall be convened within 2 days to settle such disagreement. Should dispute subsist beyond **[insert number of days]** it shall be resolved in line with Clauses 19.4 – 7.
2. The Client’s Representative shall 7 days after each monthly produce a minute of each meeting held by the Representatives; detailing the resolutions and actions to be carried out after the meeting.
3. The Service Provider shall provide at each meeting a performance report which shall contain compliance with action points raised at previous meeting of the representatives. Performance report shall also relate to service level under performance, challenges being faced by the Service provider, expense schedule, and third party utilization.
4. On a quarterly basis, there shall be a Management meeting, between the Representatives, and the management teams of both parties. The quarterly management meeting shall be held on the ***[second Tuesday, Monday/Friday etc (select)]*** of any month in which such meeting is to be held.
5. The Management Meeting in Clause 10.7 shall be to discuss all issues of performance, contract review/ amendment, termination, third party utilization, fees and payment, equipment use, access etc. Any Agreement review or amendment shall remain invalid until evidenced in writing.
6. Under this Agreement, parties agree that for the sake of convenience, meetings can be held remotely unless doing so will defeat the agenda of the meeting.
7. The parties agreed that any notice required to be given under this Agreement shall be sufficiently given if sent to a representative of either party under this Agreement. Any person receiving notice under this Agreement shall immediately give receipt to the sending party.
8. **LIMITATION OF LIABILITY/INDEMNITY**
9. Subject to Clause 11.2, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature, including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
10. The limitations and exclusions of liability in Clause 11.1 do not apply to: (i) damages and costs attributable to a breach of a Party’s confidentiality obligations; (ii) the infringement or misappropriation by a Party of the other Party’s Intellectual Property; (iii) damages attributable to a Party’s violation of applicable law; (iv) a Party’s or its representative’s fraud, fraudulent misrepresentation, gross negligence, or wilful misconduct; or (v) to the extent that any applicable law precludes or prohibits any exclusion or limitation of liability.
11. Each Party agrees to indemnify and hold harmless the other Party and its partners; principals; agents; auditors and employees from and against any direct losses, claims, damages or liabilities (or actions in respect thereof) arising out of which a Party may become subject as a result of any negligent act or wilful misconduct on the part of the negligent Party in performing its obligations under this Agreement. This indemnification shall include without limitation any liability related to or resulting from any information provided by a Party that is inaccurate in any respect as a result of misrepresentation; omission, failure to update or otherwise.
12. **CONFIDENTIALITY/NON- DISCLOSURE AND NON- COMPETE**
13. During the Term of this Agreement, each Party shall make all reasonable and diligent efforts to keep confidential and not disclose to any third Party or use for the benefit of any Party the other Party’s Confidential Information disclosed pursuant to the scope of this Agreement.
14. Each Party shall protect the Confidential Information disclosed pursuant to the provisions of this Agreement using the same standard of care that the receiving Party applies to safeguard its own proprietary, secret or Confidential Information and that the information shall be stored and handled in such a way as to prevent any unauthorized disclosure thereof.
15. The receiving Party shall immediately notify the disclosing Party of any actual or suspected loss or unauthorized use, disclosure of or access to the disclosing Party’s Confidential Information of which it becomes aware and take all steps reasonably requested by the disclosing Party to limit, stop or otherwise prevent such loss or unauthorized use, disclosure or access.
16. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the Confidential Information may be disclosed by the receiving Party to its employees, affiliates, directors, managers and professional advisors on a need-to-know basis; provided that the receiving Party takes whatever steps necessary to procure that such employees, affiliates, directors, managers and professional advisors agree to abide by the terms of this Agreement to prevent the unauthorized disclosure of the Confidential Information to third parties. For the purpose of this clause, the receiving Party’s professional advisers and employees, directors or managers shall be deemed to be acting in the event of a breach, as that Party’s duly authorized agents.
17. This obligation shall survive termination of this Agreement for a period of twenty- four (24) months.
18. This confidential obligation in this clause 12 shall not apply to Confidential Information which:
    1. is lawfully in the possession of a Party prior to disclosure by the other Party.
    2. was lawfully obtained by a Party from a third party or third parties who is/ are not in breach of any non-disclosure obligation to the Party furnishing such Confidential Information; or
    3. was in the public domain prior to the effective date hereof or after said effective date; becomes generally available as information in the public domain through no fault of the receiving Party; or
    4. is disclosed by the receiving Party to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances the Party shall, where legally permissible, advise the other Party in writing prior to such disclosure to enable the disclosing Party take whatever steps it deems necessary to protect its interests in this regard; provided further that the receiving Party will disclose only that portion of the information which it is legally required to disclose and the receiving Party will use its reasonable endeavours to protect the confidentiality of such information to the most reasonable extent possible in the circumstances.
19. During the Term of this Agreement and for a period of twelve (12) months thereafter,neither Party shall unless with the prior written consent of the other Party employ or seek to employ any person who was in the employment of the other Party during the Term of this Agreement, or otherwise directly or indirectly induce such person to leave his or her employment or compromise their commitment to the other Party;
20. Further to Clause 12.7, Service Provider agrees that it shall not use the Confidential Information disclosed by the Client, to circumvent or compete with the Client and vice versa.
21. **INTELLECTUAL PROPERTY RIGHTS**
22. [Ownership of all intellectual property right in the services provided shall belong to the Service Provider. Throughout the duration of this Agreement, the Service Provider shall be deemed to grant a [non] exclusive right of use to the Client in accordance to the terms if this Agreement. The Service Provider shall do all such things necessary to ensure the Client has the necessary license of use.]

**[OR]**

1. [Ownership of all intellectual property right in the service provided shall belong to the Client, subject to the payment of all sums due to the Service Provider for the performance of such services. The Service Provider shall do all thing necessary to ensure the assignment of all property rights to the Client.]
2. **TERMINATION**
3. This Agreement shall be determined upon the completion of all service levels.
4. Notwithstanding the provision of Clause 14.1, either party may terminate this Agreement by giving to the other a **[insert notice period]** written notice of its intention to discontinue the service relationship. Such notice may be stated to take effect on the last day of the notice period. However, such notice may not be given until this Agreement have subsisted for at least **[insert minimum duration of this Agreement].**
5. The Client shall have the right to terminate this Agreement by giving written notice to the Service provider at any time the Service Provider fails to deliver on a service level in a way that meets the required specification.
6. Either party may with written notice given to the other party, terminate this Agreement if:
7. The other Party commits a breach of any of the provisions of this Agreement which, could be remedied, and after giving sufficient notice remains was not remedied for a period of **[insert period of continuous breach]**
8. Any sum which is due and payable, remains unpaid for a continuous period of **[insert period]**
9. The other party goes into receivership, liquidation, is declared bankrupt, or a restructuring occurs for which the resulting company or management fails to acknowledge the existing relationship.
10. The other party enters into a voluntary arrangement with its creditors or, if a company becomes subject to an administration order within the meaning of the meaning of the Insolvency Act 1986)
11. The other ceases to be a going concern or gives notification of such intention.
12. Control of the other party is acquired by any person or connected persons not having control of that other party on the date of this Agreement. “control” and “connected persons” shall have the meanings ascribed thereto by Section 1122 and 1124 of the Corporation Tax Act 2010
13. The exercise of the right to terminate shall not affect the exercise of other right granted under this Agreement which is exercisable before the effective date of termination.
14. **EFFECT OF TERMINATION**
15. All rights and authorisation granted under this Agreement shall immediately be rescinded
16. Any sum owing by either party to the other party shall immediately become due and payable.
17. Any and all right or obligation to which any of the parties to this Agreement shall be entitled or be subject before termination shall remain in full force and effect where expressly stated that such will survive this Agreement.
18. Any right to damages or any other remedy a party might have shall not be prejudiced by a termination of this Agreement which resulted from a breach of this Agreement by the other party or a terminable event that was caused by the other party.
19. Each Party shall return to the other party any material rightly belonging to the other Party, which was provided to the returning party for the purpose of this Agreement. Use of confidential information shall cease forthwith in line with Clause 12.
20. Upon termination, the confidentiality, non- compete, limitation of liability, dispute resolution provisions shall survive this Agreement.
21. **FORCE MAJEURE**
22. No party shall be liable for any failure or delay in performing their obligations under this Agreement, where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include but are not limited to: power failure, internet service provider failure, civil unrest, industrial action, flood, fire, storm, earthquake, acts of terrorism or war, government action, pandemic or other event beyond the party’s control.
23. If the performance of this Agreement or any obligation under it is prevented, restricted or interfered with by reason of a Force Majeure event, the Party so affected shall promptly notify the other Parties in writing of the existence of the Force Majeure event, the anticipated length of delay, the cause of the delay and a timetable by which any remedial measures will be implemented.
24. If the Force Majeure event continues for a period less than thirty (30) days, then during that period, the Agreement shall be considered as suspended. Upon the end of the Force Majeure event, the contractual obligations of the Parties shall be reinstated with such reasonable modifications to take account of the consequences of the Force Majeure event as may be agreed by the Parties, or in default of such agreement, as may be determined by an expert or court of competent jurisdiction.
25. If the Force Majeure event continues beyond thirty (30) days, then this Agreement may be terminated by a Party, notifying the other Party in writing of its intention to do so.
26. **DATA PROTECTION**

The Service Provider will only use the Client’s personal information as set forth in the Service Provider’s **[insert document name]** which has been provided to the Client.

1. **DATA PROCESSING**
2. In this clause, “personal data”, “date processor” and “data controller” shall have the meaning defined in the Data Protection Legislations.
3. [All personal data to be processed by the Service Provider, on the Client’s behalf, shall be processed in accordance with the terms of Data Processing Agreement dated **[insert date]**.]

**[OR]**

1. [The parties agree to comply with all requirements set out in, and all obligations imposed by the Data Protection Legislation. Nothing in this Clause shall relieve either Party from an obligation lawfully imposed.
2. Any reference to the “Data Controller” shall be to the Client; and any reference to the “Data Processor” shall be the Service Provider.
3. The types of personal date, the scope, purpose, nature, and duration of processing and other incidental matters shall be as set forth in Schedule C.
4. The Data Controller shall ensure it has in place everything necessary to enable the lawful transfer of personal data to the Data Processor for the purposes describe under this Agreement.
5. The Data Processor shall:
6. Unless permitted by law, process personal data in line with the written instructions of the Data Controller. The Data Processor shall notify the Data Controller of any use of personal data outside the scope of this Agreement, unless prohibited by law from doing so.
7. Have in place all technical measures, as approved by the Data Controller, necessary to protect personal data from unauthorised access, unlawful processing, accidental loss, or damage. Details of these measures are provided in Schedule C
8. Not transfer personal data outside UK unless there is a written consent from the Data Controller and there has been established necessary guidelines, in compliance with legislation, for such transfer.
9. Cooperate with the Data Controller in ensuring compliance with Legislation in respect of data subject rights, breach notification, security, impact assessment, and liaising with supervisory authority.
10. Maintain accurate records of all processing activities, technical and other measures implemented under this Agreement and give **[insert duration]** report of such activity to the Data Controller.
11. Not subcontract any of its obligation to a third party without the express consent of the Data Controller]
12. **GOVERNING LAW AND DISPUTE RESOLUTION**
13. This Agreement and all rights arising thereunder shall be governed by the laws of England and Wales
14. Subject to other provisions of Clauses 19.3 to 19.7 below, any dispute, controversy, claim, or other non- contractual matters shall fall within the jurisdiction of the courts of England and Wales.
15. In the event any dispute arises between the parties, the appointed representatives shall use their best effort to resolve the dispute, through negotiation, in a timely manner.
16. If after **[insert duration]** the representatives are unable to negotiate a mutual settlement, the parties agree to resolve the dispute through **[insert an agreed Alternative Dispute Resolution (ADR) procedure e.g. mediation or conciliation].**
17. If after **[insert duration]** of either party initiating or attempting to initiate the procedure stated in Clause 18.4, a good faith settlement was not arrived at or a party refused to participate, the parties agree that the dispute shall be referred to arbitration by either.
18. The parties agree that the arbitration shall take place before a sole arbitrator. The sole arbitrator shall be appointed by the President or Deputy President of the Chartered Institute of Arbitrators on an application of either party with notice of such application to the other party.
19. The seat of arbitration shall be in **[insert city/state]**. The arbitration shall be governed by the Arbitration Act 1996.
20. **THIRD PARTIES**
21. Without prejudicing its obligations to the Service Provider, the Client shall have the right to freely procure [**with/without**] notice to the Service Provider, the services of a third party to provide similar services provided by the Service Provider.
22. The Service Provider shall not, during the term of this Agreement, provide similar or identical services with those provided to the Client, to a third party competitor within [insert the area/city], without the written consent of the Client, such consent should not be unreasonable withheld.
23. In the performance of its obligations under this Agreement, the Service Provider shall not procure the services of, or sub-contract to, a third party without the express written permission of the Client.
24. No part of this Agreement is intended to confer rights on any third party, therefore the Contracts (Rights of Third Parties) Act 1999, shall be inapplicable to this Agreement
25. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any previous understanding, representations, or agreements (whether written or oral) between the Parties.

1. **COUNTERPART**

This Agreement may be signed in any number of counterparts, each of which when so executed shall be deemed an original but all of which together shall constitute one and the same instrument.

1. **ASSIGNMENT**

No Party shall assign this Agreement or any interest herein, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment made in violation of this clause shall be void.

1. **SEVERABILITY**

It is agreed and understood that if any provision of this Agreement becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired, and this Agreement shall be construed as if such illegal, invalid or unenforceable provision were not contained herein and in such event, the Parties shall endeavour to carry out the terms of this Agreement as nearly as possible in accordance with its original terms and intent.

1. **AMENDMENT**

This Agreement may only be amended in writing and signed by the Parties or their duly authorized representatives**.**

1. **WAIVER**

No failure or delay by any Party in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

**IN WITNESS WHEREOF,** the Parties intending to be legally bound, have caused this Agreement to be executed by their authorized representatives as of the day and year written above.

**Signed for and on behalf of**

**[Name of Client]**

Name: [Name of signing representative]

Occupation:

Date:  
Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signed for and on behalf of**

**[Name of Service Provider]**

Name: [Name of signing representative]

Designation:

Date:  
Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**In the presence of:**

Name: [Name of witness]

Designation:

Date:  
Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE A**

**SERVICES AND SERVICE LEVELS**

[Insert complete specifications of services to be completed by the Service Provider. Be as detailed as possible. You may include deadlines, description, specification of materials, equipment that should be used, Commencement and completion date.]

|  |  |  |
| --- | --- | --- |
| **MILESTONE** | **WORK DESCRIPTION** | **DURATION OF WORK** |
| Milestone 1 |  |  |
| Milestone 2 |  |  |
| Milestone 3 |  |  |
| Milestone 4 |  |  |
| Milestone 5 |  |  |

**SCHEDULE B**

**PAYMENT SCHEDULE**

**Fees and Payment**

[Insert all matters relating to payment. Total contract sum, breakdown, payment frequency and method]

**Penalty for Late or Non-Performance of a Service Level by the Service Provider.**

[Insert all matters relating penalties imposed in the event of late delivery or non-performance]

**SCHEDULE C**

**DATA PROCESSING AGREEMENT**

[Insert all matters relating to data processing under the below headings]

**SCOPE**

**PURPOSE**

**TYPES OF DATA COLLECTED**

**DURATION OF PROCESSING**

**CATEGORIES OF DATA SUBJECT**

**TECHNICAL AND ORGANISATION MEASURES FOR PROTECTING DATA INTEGRITY**

**DESCRIPTION OF DATA PROCESSOR PRIVACY POLICY**