

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES (EDITION 7.2)

PARTIES

- (1) Tecknuovo Ltd a company incorporated in England and Wales under number 9611416 whose registered office is at 20-22 Wenlock Road, London, N1 7GU (**Tecknuovo**); and
- (2) [It'd company name] a company incorporated in England under number [company number] whose registered office is at [It'd company address] (**Supplier**).

BACKGROUND

- (A) These general terms and conditions shall govern the purchase and delivery of contracted or outsourced services from the Supplier to Tecknuovo under agreed statements of work from the date such general terms and conditions are issued to the Supplier.
- (B) All words and expressions with a capital letter will have the meaning defined in Schedule 1 to these General Terms. These General Terms will be interpreted in accordance with Clause 26.

THE PARTIES AGREE:

1 General Terms

- 1.1 These General Terms will supersede and extinguish all previous framework agreements, terms and conditions, promises, assurances, warranties, representations, and understandings between the parties, whether written or oral, relating to provision of the Supplier's services under any Statement of Work. Tecknuovo reserves the right to issue updates to these General Terms from time to time. Revised General Terms shall only apply to a Statement of Work to the extent that a Statement of Work references the revised General Terms issued to the Supplier.
- 1.2 Tecknuovo is not obliged to purchase Supplier Services and or Deliverables pursuant to these General Terms and if Tecknuovo does wish to purchase Supplier Services from the Supplier, the Supplier is under no obligation to commit to delivering such Supplier Services and or Deliverables to Tecknuovo. The Supplier is not obliged to make its services available at any time. The Parties do not wish or otherwise intend to create or imply any mutuality of obligations whatsoever between their businesses or between the Supplier and any customer of Tecknuovo either during any Statement of Work, including any period of notice served by either Party, or upon the expiry or termination of such Statement of Work.
- 1.3 The Supplier remains free to provide services to other customers at any time, whether before, after, or concurrently with the delivery of Supplier Services under a Statement of Work, provided that the provision of such services does not create a conflict of interest or prevent the Supplier from delivering the Supplier Services to Tecknuovo.

2 Statements of Work

- 2.1 Tecknuovo shall raise a proposed Statement of Work for agreed Supplier Services. The Statement of Work shall include the agreed scope, project plan, and timetable for completion of such Supplier Services (including any timetable for any Deliverables and/or Milestones), acceptance criteria for approval of such Supplier Services and any Main Contract Obligations that the Supplier is required to comply with under the Statement of Work. A Statement of Work and these General Terms shall together form an Agreement.
- 2.2 For any conflict between any documents which constitute the Agreement, the following order of precedence shall apply to such conflict:
 - 2.2.1 Statement of Work
 - 2.2.2 Main Contract Obligations
 - 2.2.3 Public Sector Special Terms
 - 2.2.4 General Terms
 - 2.2.5 Supplier Policies
- 2.3 Each Agreement shall constitute a separate contract between the Parties for the provision of Supplier Services and any Deliverables and may only be terminated by either Party in accordance with the termination provisions in these General Terms and or any additional rights of termination specified in the Statement of Work.
- 2.4 Reference to defined terms in a Statement of Work shall refer to the definitions herein unless first defined in the Statement Work. Reference to termination of a Statement of Work herein shall be reference to termination of the relevant Agreement.

3 Supplier Services and Obligations

- 3.1 The Supplier shall perform the Supplier Services, in collaboration with and in accordance with the Statement of Work and the terms of any implementation plan agreed with Tecknuovo. The Supplier shall not perform any Supplier Services and any Deliverables outside of those defined in the Statement of Work. Tecknuovo will discuss any requirements it may have to enter into a change order with the Supplier regarding any proposed amendments to the Supplier Services and or Deliverables pursuant to clause 16 of these General Terms.

General

- 3.2 The Supplier warrants that it will provide the Supplier Services and any Deliverables to Tecknuovo in accordance with the relevant Statement of Work, using all reasonable care, skill, and diligence at all times, acting in a professional manner, and in accordance with Good Industry Practice. The Supplier warrants that it shall perform its obligations under a Statement of Work in accordance with all Laws and shall comply with the Main Contract Obligations. Tecknuovo accepts that the Supplier's method of working, and organisation of its time will be its own. The Supplier shall collaborate and co-operate with Tecknuovo throughout any Statement of Work.
- 3.3 The Supplier warrants and represents that it will meet any timescales for completion of the Supplier Services and or any Deliverables specified in a Statement of Work, time being of the essence, unless otherwise expressly agreed in a Statement of Work.
- 3.4 The Supplier shall observe any health and safety and security requirements that may apply to independent contractors at any premises that the Supplier Representatives may agree to attend pursuant to a Statement of Work provided they have been prior communicated to the Supplier.
- 3.5 Subject to agreed arrangements for meetings and effective management and liaison, the Supplier will determine when and where it will perform the Supplier Services and any Deliverables, and the Supplier's offices shall be utilised as the primary location, unless otherwise agreed in the Statement of Work.
- 3.6 The Supplier shall ensure that it treats all persons with whom it comes into contact with pursuant to a Statement of Work with respect and irrespective of their age, disability, gender re-assignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation and will not bully, harass or otherwise unlawfully discriminate against any such persons, whether directly or indirectly within the meaning and scope of the Law, and without limitation to the generality of the foregoing, comply with the provisions of the Equality Act 2010.
- 3.7 The Supplier shall at all times act in good faith and in the best interests of Tecknuovo and will not do anything which could cause Tecknuovo to breach any Laws or its obligations under the Main Contract which may bring Tecknuovo and/or its Customer into disrepute or which may be detrimental to Tecknuovo's relationship with its Customer and/or which may cause a diminution in the reputation and or goodwill of Tecknuovo and/or its Customer. Any breach of this provision shall be considered a Material Breach.
- 3.8 The Supplier shall comply with Laws relating to anti-bribery and anti-corruption which includes the Bribery Act 2010 and shall not offer, give or agree to give to any employee or representative of Tecknuovo or of the Customer or of any third party, any gift, personal financial incentive, or other consideration that could act or reasonably be perceived to act as an inducement or a reward for any act or failure to act connected to the performance of these General Terms and/or the arrangement of any Statement of Work. The Supplier shall ensure that all persons who are connected to the Supplier and who are involved with the negotiations for and or the delivery of Supplier Services pursuant to any Statement of Work comply with the same.
- 3.9 The Supplier must ensure that neither it, nor any person acting on its behalf, will commit any Prohibited Act in connection with these General Terms and or any Statement of Work. The Supplier must inform Tecknuovo immediately in writing if it suspects that any Prohibited Act has occurred, is occurring or may occur, except if complying with this provision would mean committing an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.
- 3.10 The Supplier will comply with all applicable anti-slavery and human trafficking laws and regulations including the Modern Slavery Act 2015 and will on request evidence its compliance with the same including disclosing its due diligence process in respect of its sub-contractors and suppliers.
- 3.11 The Supplier shall not (and shall ensure all Supplier Representatives shall not) accept any request or instruction from a Customer with respect to the provision of the Supplier Services and any Deliverables and shall not accept any request or instruction from a Customer to perform any other services. All requests or instructions received from a Customer must be directed to Tecknuovo as the prime contractor for the delivery of the Services. The Supplier accepts that it shall be liable for and shall indemnify Tecknuovo for and against all Losses that Tecknuovo suffers whether directly or indirectly arising from the Supplier's failure to comply with this clause.

Supplier Representatives

- 3.12 The Supplier represents and warrants that all Supplier Representatives who are utilised in the performance of the Supplier Services and any Deliverables have the legal right to work in the UK for the duration of the Statement of Work.
- 3.13 The Supplier shall ensure that it:
- 3.13.1 has sufficient Supplier Representatives who possess such qualifications, skills and experience as are necessary for the proper performance of the Supplier Services and any Deliverables or any part thereof pursuant to a Statement of Work;
 - 3.13.2 provides prior written notice of any required temporary cessation of the Supplier Services during any Statement of Work in accordance with Tecknuovo's cessation terms as notified by Tecknuovo from time to time;
 - 3.13.3 provides all equipment, tools and vehicles and other items as are required to perform the Supplier Services (unless otherwise agreed in writing between the Parties);
 - 3.13.4 does not at any time whether during or after any Statement of Work (unless expressly so authorised by Tecknuovo as a necessary part of the performance of its duties) disclose to any person, make any copy of or make use of the whole or any part of any trade secrets or Confidential Information or any Intellectual Property Rights and/or the business affairs of Tecknuovo and or its Customer;
 - 3.13.5 sign any documents relating to confidentiality, data protection and intellectual property or relating to any other matters which Tecknuovo may require from time to time during a Statement of Work;
 - 3.13.6 complete any necessary security vetting procedures specified by Tecknuovo in order that the Supplier Representatives may attend Tecknuovo's premises or any alternative premises where such attendance is agreed;
 - 3.13.7 comply with the provisions of the Official Secrets Act 1911 to 1989 and Section 182 of the Finance Act 1989 (and shall enter into any additional undertakings required under the same) for any Project where the Customer is a public sector organisation or body; and
 - 3.13.8 upon completion of the Supplier Services and any Deliverables, or earlier termination of the Statement of Work returns all property (including contractor ID cards, security passwords, and equipment loaned to the Supplier Representatives) to Tecknuovo in a timely and efficient manner.

Warranties

- 3.14 The Supplier represents, warrants, and undertakes that:
- 3.14.1 it has fully capacity and authority, and has obtained, and will maintain and comply with all licences, consents, permits, approvals, registrations, and authorisations necessary to enter into these General Terms, comply with its obligations under an Agreement (including with respect to Intellectual Property Rights), and to provide the Supplier Services and deliver any Deliverables;
 - 3.14.2 it will not be in breach of (and no Supplier Representatives will be in breach of) any third-party obligations in entering into any Statement of Work and or in the performance of Supplier Services for Tecknuovo;
 - 3.14.3 the provision of the Supplier Services and delivery of any Deliverables will not infringe any Intellectual Property Rights of any person;
 - 3.14.4 it has used and will continue to use all reasonable endeavours to prevent viruses and malware when accessing IT and related systems owned by, under the control of, or used by Tecknuovo and or its Customer and whether accessed via the Supplier's own IT systems and or devices or otherwise;
 - 3.14.5 all IT equipment and devices the Supplier utilises pursuant to any Statement of Work meet the requirements of the IT Security Standards;
 - 3.14.6 it owns or has obtained valid licences of all Intellectual Property Rights as are necessary for the performance of any of its obligations under these General Terms or any Statement of Work;
 - 3.14.7 it uses and will only use competent, qualified, and experienced Supplier Representatives to perform the Supplier Services; who are not subject to unspent criminal convictions and who have passed any Background Screening (where required) to deliver Supplier Services;
 - 3.14.8 it is not (and no Supplier Representatives are) the subject of any material claim, investigation or enquiry by any party, regulator, or government body, whether arising in respect of any breach or alleged breach of any Law;
 - 3.14.9 it is registered for PAYE, Corporation Tax, VAT, and any other taxes with HMRC and will remain registered for the duration of any Project;
 - 3.14.10 it is (and any Supplier Representatives who are independent sub-contractors are) registered in the United Kingdom (whether in England and Wales, Scotland, or Northern Ireland) and its business operations are based wholly in the United Kingdom; and

- 3.14.11 all income received by the Supplier arising in respect of these General Terms or any Statement of Work will be declared for tax purposes to HMRC in the United Kingdom.
- 3.15 The Supplier will ensure that it prevents the introduction, creation, or propagation of any disruptive elements into systems providing services to data, software, or Confidential Information of Tecknuovo or its Customer held in electronic form.
- 3.16 The Supplier undertakes to Tecknuovo that the Supplier Services and any Deliverables will meet Tecknuovo's acceptance criteria, as defined in the Statement of Work.
- 3.17 For the avoidance of doubt, the fact that any provision under these General Terms is expressed as a warranty shall not preclude any right of termination Tecknuovo may have in respect of breach of that provision by the Supplier.
- 3.18 The Supplier warrants that it will immediately notify Tecknuovo should any of the circumstances set out in Clause 3.14 to 3.16 change.
- 3.19 The Supplier shall upon request by Tecknuovo (at any time during any Statement of Work and thereafter) provide such evidence in support of the warranties provided under Clause 3.14 to 3.16 as Tecknuovo may in its discretion require.

Quality & Standards

- 3.20 The Supplier shall comply with any additional quality, technical, and security standards relevant to the Supplier Services and any Deliverables set out or annexed in the Statement of Work.
- 3.21 Any breach of this clause 3, or of any Laws, or any unlawful act or omission of the Supplier (or its Supplier Representatives) shall be deemed to be a Material Breach by Supplier.
- 3.22 The Supplier Services provided by the Supplier shall comply with the provisions of the Health & Safety at Supplier Services Act 1974, the Management of Health & Safety at Work Regulations 1999 and the Provision and Use of Supplier Services Equipment Regulations 1998. The Supplier shall ensure all Supplier Representatives are aware of and abide by Health & Safety standards and shall adhere to any health and safety requirements issued by Tecknuovo where it has been agreed that Supplier Representatives to attend Tecknuovo or any third-party premises.
- 3.23 The Supplier shall ensure all incidents of personal injury and/or damage to property or which could give rise to personal injury to the Supplier Representatives or any personnel of Tecknuovo and/or any other person, when performing the Supplier Services at alternative premises are reported to Tecknuovo immediately upon the Supplier becoming aware of the same.
- 3.24 The Supplier may use any of its Supplier Representatives to deliver the Supplier Services pursuant to a Statement of Work and may replace or substitute any Supplier Representatives already delivering Supplier Services at any time, provided the Supplier notifies Tecknuovo of such change, and provided any change in Supplier Representatives does not place the Supplier in breach of any warranty under these General Terms or have any impact on the agreed SOW Charges. The Supplier will remain responsible for the execution of and all costs and expense arising in connection with such replacement or substitute (including any handover between the Supplier Representatives).
- 3.25 The Supplier shall be liable for all loss or damage it causes to the Property and or premises of Tecknuovo and or any other person. The Supplier is responsible for repairing any damage to the premises and or Property, other than for fair wear and tear. The Supplier shall indemnify Tecknuovo for any Loss arising out of or in connection with the loss of and or damage to the Property and or premises of Tecknuovo or any other person caused by the Supplier and or its Supplier Representatives.
- 3.26 Any equipment utilised by the Supplier when delivering Supplier Services at alternative premises to its own offices will be at the Supplier's own risk and Tecknuovo shall not be liable to the Supplier or any Supplier Representative for any loss of, or damage to, any Supplier equipment, howsoever arising.
- 3.27 The Supplier agrees that it will and will ensure that all Supplier Representatives will comply with the Supplier Code of Conduct and all Supplier Policies published and notified to the Supplier prior to or during any Statement of Work. The Supplier shall ensure that all Supplier Representatives sign the Supplier Policy Declaration confirming their compliance with the Supplier Policies.
- 3.28 The Supplier will ensure any queries or concerns it wishes to raise or which it receives from the Customer in relation to the Supplier Services or Services are notified in writing to the Tecknuovo contact specified in the Statement of Work promptly.

4 Payment

- 4.1 Where SoW Charges are chargeable on a time and materials basis, the Supplier shall:
- 4.1.1 charge for Supplier Services based on the standard daily fee rate agreed in the relevant Statement of Work; and
- 4.1.2 deliver service reports in support of any SoW Charges chargeable.

- 4.2 Where the SoW Charges are calculated on a fixed price or capped price basis or based on completion of Milestones and/or Deliverables, the structure of, the SOW Charges, Milestones and/or Deliverables, the acceptance criteria and procedure for approval of the Supplier Services performed and including where based on Milestones and or Deliverables, and the amount of SOW Charges allocated to each Milestone and/or Deliverable shall be specified in a Statement of Work.
- 4.3 Upon acceptance of the Supplier Services and or any Deliverables, Tecknuovo shall raise a self-billing invoice on behalf of the Supplier under its supplier self-billing policy and procedure. The Supplier agrees that it will not raise an invoice and or otherwise submit an invoice to Tecknuovo. Invoices will be raised at such intervals as specified in the Statement of Work for SOW Charges which have been accepted and approved by Tecknuovo. Payment of any SOW Charges pursuant to any self-bill invoice are conditional upon the delivery of service reports, Tecknuovo's acceptance of: the Supplier Services, any Deliverables delivered, evidence in support of any expenses claimed (as applicable), and upon its compliance with Clause 4.3 to 4.5. The Supplier accepts that payment is also condition upon the Supplier providing service reports to Tecknuovo (detailed in the Statement of Work) to support its delivery of the Supplier Services and any Deliverables, and which is considered an integral element of the acceptance procedure for Supplier Services and any Deliverables.
- 4.4 Self-bill invoices will be paid within 30 days of the invoice being raised by Tecknuovo, or within 7 days of Tecknuovo receiving payment from the Customer, whichever occurs later, unless otherwise agreed in the Statement of Work. SOW Charges for the Supplier Services are published as exclusive of VAT and will be subject to the addition of VAT (as applicable). Should the Supplier de-register for VAT at any time during the Project, Tecknuovo reserves the right to withhold payment of all invoices until the Supplier has provided satisfactory written evidence supporting the basis for deregistration. Tecknuovo will not make payment of any SOW Charges to the Supplier if the Customer does not make payment of the SOW Charges howsoever arising.
- 4.5 SOW Charges are inclusive of all expenses, unless otherwise specified in the Statement Work. Payment of any expenses incurred by the Supplier (if specified) is conditional upon the Supplier demonstrating expenses claimed were pre-approved by Tecknuovo and the Supplier providing satisfactory evidence of expenditure incurred and in accordance with Tecknuovo's supplier expense policy and procedures. The Supplier undertakes to maintain accurate records of all expenditure claimed under any Statement of Work for inspection by Tecknuovo Representatives at any time upon reasonable notice.
- 4.6 SOW Charges may only be chargeable on a time and materials basis for time incurred in the performance of and delivery of the Supplier Services and or any Deliverables and which has been accepted and approved by Tecknuovo.
- 4.7 If the Supplier owes sums to Tecknuovo pursuant to a Statement of Work, howsoever arising, Tecknuovo may deduct such sum due from the SOW Charges due in respect of such Statement of Work or from any SOW Charges due under any other Statement of Work agreed under these General Terms.
- 4.8 If Tecknuovo is dissatisfied with and therefore does not accept the Supplier Services and/or any Deliverables delivered by the Supplier, and without prejudice to any other rights and remedies of Tecknuovo under these General Terms and or arising in Law, the Supplier shall rectify the same by re-performing such Supplier Services and/or Deliverables which are not satisfactory, or which are found to be deficient or defective, at its own cost and in its own time, ensuring that the rectification does not impact or otherwise cause any delay to Tecknuovo's delivery of its Services under the Main Contract. If the Supplier refuses or otherwise fails to rectify the Supplier Services and/or Deliverables in accordance with this clause, such refusal or failure shall be deemed a Material Breach under these General Terms and Tecknuovo shall be entitled to terminate the Statement of Work, and/or rectify the Supplier Services itself and charge the Supplier the Losses arising from the Supplier's failure to rectify, and which shall include the costs of Tecknuovo in having to undertake such rectification.
- 4.9 Pursuant to clause 1.3 of these General Terms, the Supplier accepts that there may be periods during the Statement of Work (including during any period of notice served by either Party) where the Supplier is unable to progress and or deliver the Supplier Services and or any Deliverables, whether due to Tecknuovo suspending the Supplier Services or the Services under the Main Contract being suspended (for whatever reason), the occurrence of any systems failure of Tecknuovo and or its Customer, any Force Majeure Event affecting any of the Parties or the Customer, or otherwise arising due to a reduction of requirements for the Services under the Main Contract. The Supplier accepts that it will not be entitled to invoice SOW Charges in such circumstances and Tecknuovo will not be liable to the Supplier for any Losses suffered by the Supplier arising in respect of the same.
- 4.10 If Tecknuovo fails to pay the Supplier any sum due under any Agreement on the due date Tecknuovo shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Tecknuovo shall pay the interest together with the overdue amount. The Supplier may not suspend the Supplier Services (whether in part or full) at any-time for any reason including where payment has not been received in accordance with clause 4.4.

5 Service reports

- 5.1 The Supplier shall produce and deliver reports on the progress of the Supplier Services and/or any Deliverables in such format and at such intervals as agreed in the Statement of Work. Tecknuovo may review the progress of the Supplier Services at any time during a Statement of Work and the Supplier shall use reasonable efforts to comply with any requests for information to be provided in respect of such review. Acceptance of SOW Charges chargeable on a time and materials basis will primarily be based upon the reports delivered to Tecknuovo. It is a condition of payment that the Supplier delivers service reports in such format as reasonably determined by Tecknuovo. The Supplier shall keep and maintain all reports produced and delivered to Tecknuovo for the duration of any Statement of Work and for a period of 6 years thereafter.

6 Confidential information

- 6.1 In addition to the non-disclosure agreement already signed by the Supplier, the Supplier shall (and shall ensure any Supplier Representatives shall) enter into any additional confidentiality undertakings required by Tecknuovo from time to time in relation to any Statement of Work.
- 6.2 If the Supplier uses the services of sub-contractors, agents or representatives as its Supplier Representatives to perform part of the Supplier Services the Supplier shall promptly and diligently ensure that such sub-contractors, agents or representatives sign a written undertaking agreeing to abide by the same conditions of confidentiality as are set out in these General Terms.
- 6.3 If required to make a disclosure by Law, the Receiving Party will immediately notify the Disclosing Party in writing of any request or requirement for disclosure and of all relevant surrounding circumstances. If the Receiving Party is unable so to notify the Disclosing Party before such disclosure is required, it will notify the Disclosing Party immediately after the disclosure has been made. The Receiving Party will use all reasonable endeavours to resist any requirement for disclosure (and to assist the Disclosing Party in resisting the requirement for disclosure) and to maintain the confidentiality of the Confidential Information.
- 6.4 The Supplier shall return all Confidential Information belonging to Tecknuovo and or the Customer upon written request by Tecknuovo which may be requested at any time, and whether during or after the completion of or earlier termination of any Statement of Work.
- 6.5 The Supplier will not (and will ensure its Supplier Representative will not) disclose the terms of any Statement of Work or otherwise discuss or negotiate any terms (including any SOW Charge arrangements) relating to the Statement of Work directly or indirectly with any Customer or any other supplier or sub-contractor of Tecknuovo.

7 Intellectual Property Rights

- 7.1 Nothing in these General Terms shall affect the ownership of Existing IPR by either Party.
- 7.2 The Supplier hereby assigns all the Project Specific IPRs to Tecknuovo with full title guarantee. This assignment shall take effect on the Commencement Date of any Statement of Work or as a present assignment of future rights that will take effect immediately on the coming into existence of the Project Specific IPRs. The Supplier shall (and shall ensure all Supplier Representatives) execute all documentation necessary to execute this assignment as required by Tecknuovo.
- 7.3 The Supplier warrants, represents and undertakes that it will not include any Supplier Existing IPRs or third-party IPRs in any Supplier Services or any Deliverable that is to be assigned to Tecknuovo under a Statement of Work, without the prior written approval of Tecknuovo and subject always to obtaining a grant from any such third party in accordance with clause 7.4 and in such format as required by Tecknuovo.
- 7.4 The Supplier grants Tecknuovo a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence (including the right for Tecknuovo to grant the same licence to the Customer) to use, copy, modify, and disclose the third party IPRs and any Supplier Existing IPR embedded within the Project Specific IPRs for Tecknuovo and the Customer to use in their ordinary business activities and for any purpose connected with the receipt of the Supplier Services that is additional to the rights granted to Tecknuovo under a Statement of Work to enable Tecknuovo to grant the same to the Customer, to allow the Customer to receive the Services, to make use of the Services, and to use any Deliverables.
- 7.5 Subject to clause 7.3, the Supplier must promptly inform Tecknuovo if it can't comply with clause 7.4 above and the Supplier must not use any third-party IPRs or Supplier Existing IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to Tecknuovo.
- 7.6 The Supplier will have no right to any of the Intellectual Property Rights of Tecknuovo or its Customer, including any Customer or Tecknuovo Existing IPRs, Project-Specific IPRs, and Intellectual Property Rights in the Customer Data.

- 7.7 The Supplier will, on written demand, fully indemnify Tecknuovo and its Customer for all Losses which either may incur at any time arising from any claim of infringement or alleged infringement of a third party's IPRs arising out of or in connection with the:
- 7.7.1 rights granted to Tecknuovo under a Statement of Work;
 - 7.7.2 performance of the Supplier Services;
 - 7.7.3 delivery of the Deliverables; and
 - 7.7.4 use by Tecknuovo and/or the Customer of the Supplier Services and/or any Deliverables.
- 7.8 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify Tecknuovo in writing and must at its own expense after written approval from Tecknuovo, either:
- 7.8.1 modify the relevant part of the Supplier Services and/or Deliverables without reducing its functionality or performance;
 - 7.8.2 substitute Supplier Services and/or any Deliverables of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to Tecknuovo;
 - 7.8.3 buy a licence to use and supply the Supplier Services and/or the Deliverables (which are the subject of the alleged infringement) upon terms acceptable to Tecknuovo.
- 7.9 If the Supplier does not comply with clauses 7.3 to 7.6, Tecknuovo may terminate the Statement of Work immediately for Material Breach. The Supplier will, on demand, refund Tecknuovo all SOW Charges paid in respect of the affected Supplier Services and or Deliverables.
- 7.10 All intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs, or other material (the "IP Materials"):
- 7.10.1 furnished to or made available to the Supplier by or on behalf of Tecknuovo shall remain the Property of Tecknuovo or the person who has provided the same to Tecknuovo respectively; and
 - 7.10.2 prepared by or for the Supplier on behalf of Tecknuovo for use, or intended use, in relation to the performance by the Supplier of its obligations under a Statement of Work shall belong to Tecknuovo; and the Supplier shall not, and shall ensure that the Supplier Representatives shall not, (except when necessary for the performance of the Supplier Services and/or delivery of any Deliverables) and without the express prior written approval of Tecknuovo, use or disclose any intellectual Property Rights in the IP Materials.
- 7.11 The Supplier may use techniques, ideas or knowledge gained during any Statement of Work unless the use of the same could result in the Supplier disclosing Confidential Information of Tecknuovo and/or the Customer, where such disclosure is not permitted under the Main Contract Obligations or otherwise under these General Terms or which otherwise could amount to an infringement of Intellectual Property Rights.
- 7.12 The Supplier will ensure that where any software is used in the provision of the Supplier Services and/or the delivery of any Deliverables it is required to ensure any information is uploaded, interfaced and or exchanged with any systems required by Tecknuovo, and it will use software and the most up-to-date antivirus definitions available from an industry accepted antivirus software vendor to minimise the impact of Malicious Software. It will use the software to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed with Tecknuovo).
- 7.13 If Malicious Software is found, the Supplier will co-operate with Tecknuovo to reduce the effect of the Malicious Software. If Malicious Software causes loss of operational efficiency or loss or corruption of Customer Data, the Supplier will help Tecknuovo mitigate any losses and will restore the Services to their desired operating efficiency as soon as possible. The Supplier will recover such Customer Confidential Information however it may be recorded.

8 Loss

- 8.1 Neither Party excludes or limits liability for:
- 8.1.1 death or personal injury to persons caused by its negligence;
 - 8.1.2 bribery or fraud by it or its officers and/or employees;
 - 8.1.3 fraudulent misrepresentation or fraudulent concealment;
 - 8.1.4 abandonment or repudiation or wilful default by the Supplier;
 - 8.1.5 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or sections 2 or 11B of the Supply of Goods and Services Act 1982; or;
 - 8.1.6 any liability which cannot be excluded by law.
- 8.2 Subject to clause 8.1, clause 8.4, and clause 8.5, neither Party shall be liable in any circumstances for any Losses howsoever arising under or in connection with any Agreement which constitute loss of profits, loss of business, loss of revenue, loss of

contract, loss of savings (whether anticipated or otherwise) or wasted expenditure (including management time), depletion of goodwill, loss of reputation, any indirect, special and/or any consequential loss.

8.3 Subject to clause 8.1, clause 8.2, , Tecknuovo's aggregate liability, howsoever arising under or in connection with any Statement of Work shall be limited to the greater of £10,000 or 105% of the Payments paid by Tecknuovo for the relevant Statement of Work.

8.4 Subject to clause 8.1, clause 8.3, and clause 8.5, the Supplier's total aggregate liability for each head of Loss, howsoever arising under or in connection with Clause 6 (Confidential Information), Clause 7 (Intellectual Property Rights), Clause 8.2 (Indemnities), Clause 10 (Data Protection), Clause 11 (Termination), Clause 14.1 (Sub-Contracting and Assignment) Clause 14.2 (Business Restraints), Clause 19 (Taxation), for Loss, destruction, corruption, degradation, or damage to Customer Data, or loss or damage to physical property (including technical infrastructure, assets and/or equipment), shall be limited to the sum of £2million, per Contract Year.

8.5 Notwithstanding clause 8.4, the Supplier will be liable for the following types of loss (whether or not they are direct or indirect) which are recoverable by Tecknuovo and/or the Customer (as applicable):

8.5.1 the additional operational or administrative costs and expenses arising from any Supplier Default; and

8.5.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer and or Tecknuovo arising from the Supplier's Default; and

8.5.3 any losses, costs, damages, expenses, or other liabilities suffered or incurred by the Customer and/or Tecknuovo which arise out of or in connection with the loss of, corruption or damage to or failure to deliver Customer Data by the Supplier; and

8.5.4 any regulatory losses, fines, expenses, claims by data subjects, and/or other losses arising from a breach by the Supplier of any Law.

8.6 No enquiry, inspection, approval, sanction, comment, consent, or decision at any time made or given by, or on behalf of, the Customer or Tecknuovo to any document or information provided by the Supplier in its provision of the Services, and no failure of the Customer or Tecknuovo to discern any defect in, or omission from, any such document or information will exclude or limit the obligation of the Supplier to carry out all the obligations of a professional supplier engaged in a business to client relationship.

8.7 The Supplier shall not be responsible for any injury, loss, damage, cost, or expense if and to the extent that it is caused by the negligence or wilful misconduct of Tecknuovo and or the Customer or by breach by Tecknuovo of its obligations under this Agreement or the Main Contract or by the Customer in respect of its obligations under the Main Contract.

9 Indemnities

9.1 The Supplier will indemnify Tecknuovo and the Customer and keep them indemnified against any Loss which Tecknuovo and/or the Customer incur or suffer arising from any breach or alleged breach by the Supplier of its obligations under clause 3. Any breach of clause 3, or of any Laws, or any unlawful act or omission of the Supplier shall be deemed to be a Material Breach by Supplier.

9.2 The Supplier shall indemnify and keep Tecknuovo and its Customer indemnified from and against all Loss which Tecknuovo and/or its Customer incur or suffer as a result of or in connection with:

9.2.1 loss or damage to physical property of Tecknuovo and/or the Customer and their respective Personnel caused by the Default of the Supplier and/or the Supplier Representatives;

9.2.2 personal injury or death of any Personnel of Tecknuovo and/or the Customer caused by the Default of the Supplier and/or the Supplier Representatives;

9.2.3 the negligent or reckless performance of the Supplier Services by the Supplier and/or the Supplier Representatives;

9.2.4 any third-party claims for death or personal injury or damage to physical property caused by the Default of the Supplier and/or the Supplier Representatives;

9.2.5 any breach of confidentiality by the Supplier and/or the Supplier Representatives;

9.2.6 any breach of Data Protection Legislation and or any breach of data protection provisions in these General Terms and or any Statement of Work by the Supplier and or any Supplier Representatives and or any claims made by any data subjects arising from the same;

- 9.2.7 any period during which the Customer is deprived of the use of the Services by reason of such negotiations, replacements, or modifications in respect of the Supplier's rectification of any infringement of Intellectual Property Rights of the Customer, Tecknuovo, or any third party;
- 9.2.8 any breach of any Law;
- 9.2.9 any breach or alleged breach of this Agreement and/or the terms of the Main Contract Obligations; and/or
- 9.2.10 any act, omission, default, misrepresentation, or wilful default or gross misconduct of the Supplier and/or any of its Supplier's Representatives.
- 9.3 For the avoidance of doubt, the indemnity in favour of Tecknuovo under Clause 9.1 and 9.2 shall include liability for any Losses Tecknuovo may incur under the Main Contract (including but not limited to any amounts which the Customer incurs or is required to pay any third party as a result of any breach of contract) such that the Supplier will reimburse Tecknuovo for any Loss incurred by Tecknuovo to the extent that such Loss was caused by or contributed to by the Supplier.
- 9.4 The Parties agree that nothing in these General Terms or any Agreements intended to imply an employment relationship (which includes the implication of worker status) between any Supplier Representative and Tecknuovo or any Supplier Representative and the Customer and accordingly the Supplier shall indemnify and keep indemnified Tecknuovo and the Customer in full against any Loss that Tecknuovo and/or the Customer incur or suffer including any income tax liabilities and/or national insurance contribution liabilities, and any redundancy payments or protective awards, relating to or arising out of or in connection with:
- 9.4.1 the employment or alleged employment of any Supplier Representatives;
- 9.4.2 engagement of any Supplier Representative as a worker or agency worker;
- 9.4.3 any claims and or demands made by any Supplier Representative in respect of the termination of any Statement of Work;
- 9.4.4 the Supplier's failures to pay any Supplier Representatives any sums properly due;
- 9.4.5 any claim by a trade union, staff association or staff body in respect of any or all of the Supplier Representatives arising out of or in connection with the Supplier's failure to comply with its legal obligations; or
- 9.4.6 any claim or demand made by the Supplier's Representative under any Laws including relating to their employment, or worker status, any statutory protections as an employee or worker, or other arising out of or in connection with any Agreement.
- 9.5 The Supplier shall indemnify Tecknuovo against any Loss Tecknuovo incurs or suffers arising out of or in connection with any Agreement arising out of or in connection with the Supplier's failure to co-operate with or provide information in relation to any Supplier Representatives requested by Tecknuovo.
- 9.6 Save to the extent that Loss is caused by Tecknuovo or its Customer, the Supplier shall indemnify Tecknuovo, and the Customer for any Loss incurred or suffered by them respectively arising in respect of any breaches of health and safety laws, policies and procedures, and/or codes of practice, by the Supplier.
- 9.7 Any amounts due under this clause 8.2 shall be paid by the Supplier to Tecknuovo not less than 7 days before the date upon which the tax or other liability is payable by Tecknuovo.

10 Data Protection

- 10.1 In performing the Supplier Services, the Supplier shall at all times observe data privacy in compliance with all applicable rules and regulations and which shall include but not be limited to Data Protection Legislation (as amended), and in particular the Supplier shall where acting, for the purposes of any Agreement as a data processor, act only on reasonable instructions from Tecknuovo in relation to personal data and inform Tecknuovo immediately if any of these requirements are not met and ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data and that all Supplier Representatives are adequately trained in the use, care, protection, and handling of personal data.
- 10.2 The Supplier warrants, represents and undertakes that it shall comply with (and ensure all Supplier Representatives) comply with the terms and conditions of the data sub-processor agreement entered into with Tecknuovo. The Supplier shall comply with any additional data protection obligations required by Tecknuovo as set out in the Main Contract Obligations and/or any additional data protection undertakings required by Tecknuovo (which shall apply to all Supplier Services and Statements of Work agreed between the parties).
- 10.3 On request by Tecknuovo or on termination of a Statement of Work at the latest, Supplier shall immediately return any documents and material received and any equipment loaned from Tecknuovo or the Customer or prepared in the performance of any Statement of Work, and Supplier shall at the same time return any copies, whether on paper or on any data media.

- 10.4 The Supplier shall not, and shall not authorise, or assist another to, originate, produce, issue, or release any written publicity, news release, marketing collateral or other publication or public announcement, relating to or in any way connected to any Agreement and/or the provision of the Supplier Services and/or any Deliverables, without the prior written consent of Tecknuovo, such consent may be unreasonably withheld.
- 10.5 The Supplier confirms that it has been provided with and or given access to a copy of Tecknuovo's privacy notice and which confirms the basis upon which Tecknuovo processes any personal data of the Supplier and or any Supplier Representatives.
- 10.6 The Supplier agrees that Tecknuovo may process personal data of any Supplier Representatives pursuant to Statement of Work outside of the United Kingdom within a Safe Country or outside of any Safe Country provided that Tecknuovo has taken such steps as are required under Data Protection Legislation to provide adequate safeguards in respect of such transfer, as set out in Tecknuovo's privacy notice, which the Supplier has been notified of under separate cover. The Supplier warrants, represents and undertakes that Supplier Representatives where required by Tecknuovo under a Statement of Work give their explicit consent to such processing outside of any Safe Country in such form as is required by Tecknuovo. The Supplier understands that should explicit consent not be received as required the Statement of Work concerned may not be able to proceed or may otherwise be terminated with immediate effect by Tecknuovo on giving notice.
- 10.7 Each party will notify the other party of any subject access request, complaint, or correspondence exercising Data Protection Legislation rights received from Representatives (or any correspondence received from any supervisory authority in respect of the same) (**DP Request**) and shall ensure they comply with any DP Request in an appropriate and timely manner. The parties agree to provide each other with such reasonable and prompt co-operation and or assistance as is necessary to comply with any DP Request and which shall be provided at no charge to the other party.

11 Termination

- 11.1 Termination of a Statement of Work shall not automatically affect any other Statement of Work currently in force between the Parties, and which shall continue in force and effect until terminated or until the Supplier Services have completed in accordance with the terms of such Statement of Work.
- 11.2 Each Statement of Work shall automatically terminate upon the earlier of; the Supplier Services and any Deliverables having been cancelled in their entirety by Tecknuovo, having been completed, delivered and accepted by Tecknuovo, upon the estimated completion date having been reached as specified in the Statement of Work, or upon any cap on SOW Charges having been reached, and subject always to earlier termination in accordance with this clause 11.
- 11.3 Without prejudice to any other rights of termination either Party may have under this clause 11, either Party may terminate a Statement of Work on giving the written notice specified in the Statement of Work (if so specified). The Supplier acknowledges that Tecknuovo is not obliged to request the Supplier continue to deliver the Supplier Services and or any Deliverables during any such notice period but if Tecknuovo does require assistance with and support on termination to handover the Supplier Services and Deliverables, the Supplier shall use all reasonable endeavours to agree and provide such termination assistance and support services (**Termination Services**). The Supplier shall only be entitled to charge SOW Charges during any period of notice for Termination Services, which have been agreed and such Termination Services have been delivered by the Supplier. The Supplier will not be entitled to any payment in lieu of the provision of Supplier Services or Termination Services during any notice period.
- 11.4 Without prejudice to any other rights of termination either Party may have under this clause 11, Tecknuovo may terminate a Statement of Work with immediate effect on giving notice (or upon giving such other period of notice as Tecknuovo may in its discretion determine) to the Supplier (whether this occurs prior to the commencement of or during a Statement of Work) if the Customer terminates its requirement for the Services from Tecknuovo whether in part or in its entirety or the Customer seeks to suspend or reduce its requirement for the Services for a period exceeding 5 Working Days. Tecknuovo will not be liable to the Supplier for any such termination other than to make payment for Supplier Services satisfactorily delivered and accepted to the date of termination and provided the Supplier complies at all times with the requirements of clause 4 of these General Terms.
- 11.5 Without prejudice to any other rights of termination either Party may have under this clause 11, Tecknuovo may at any time either terminate the Statement of Work or request the immediate removal of Supplier Representatives from the Supplier Services if Tecknuovo is dissatisfied with the Supplier Services and or Tecknuovo is dissatisfied with the professional conduct of any Supplier Representative. If Tecknuovo elects to require the removal and replacement of any Supplier Representatives, the Supplier shall replace the Supplier Representative (as may be required to ensure the Supplier continues to meet its obligations under the relevant Statement Work). If the Supplier is unable to replace the removed Supplier Representative within a period of 5 Working Days, Tecknuovo shall be entitled to terminate the Statement of Work with immediate effect on giving notice. Tecknuovo will not be liable to the Supplier for any such termination other than to make payment for Supplier Services satisfactorily delivered and

accepted to the date of termination and provided the Supplier complies at all times with the requirements of clause 4 of these General Terms.

- 11.6 Without prejudice to any other rights of termination either Party may have under this clause 11, either Party may terminate any Statement of Work as applicable where clause 15 applies.
- 11.7 Without prejudice to any other rights of termination either Party may have under this clause 11, Tecknuovo may terminate a Statement of Work at any time with immediate effect on giving notice to the Supplier if the Supplier (including any of its Supplier Representatives):
- 11.7.1 commits a Default and if the Default cannot, in the reasonable opinion of Tecknuovo, be remedied;
 - 11.7.2 commits a Prohibited Act;
 - 11.7.3 commits a Material Breach;
 - 11.7.4 fails to perform and or deliver the Supplier Services in accordance with the terms of the Statement of Work in the sole opinion of Tecknuovo;
 - 11.7.5 acts unprofessionally in the course of their dealings with Tecknuovo (and/or its Customer) in the sole opinion of Tecknuovo;
 - 11.7.6 whose continued presence on the Project may negatively impact the reputation of Tecknuovo (and/or its Customer) or jeopardise Tecknuovo's ability to deliver the Services in accordance with delivery timescales in the sole opinion of Tecknuovo;
 - 11.7.7 fails to comply with the Supplier Policies;
 - 11.7.8 suspends the Supplier Services for a period of 21 days or more or is the subject of a Force Majeure event which continues for a period of 14 days or more; or
 - 11.7.9 commits any fraud.
- 11.8 Without prejudice to any other rights of termination either Party may have under this clause 11, either Party may terminate a Statement of Work at any time with immediate effect on giving written notice if the other Party commits a Default or breaches any term of the Agreement and, if such Default and/or breach is remediable, fails to remedy that breach within a period of 14 days of being notified in writing to do so.
- 11.9 If an Insolvency Event of either Party occurs, or the other Party ceases or threatens to cease to carry on the whole or any material part of its business, the other Party is entitled to terminate any Statement of Work with immediate effect on giving written notice. For the avoidance of doubt, Tecknuovo shall only be obliged to make payment of any outstanding SOW Charges (whether raised or due to be raised under invoice) to the extent that it has received payment for such SOW Charges from the Customer.

12 Survival

Provisions which either expressly provide or by their very nature are intended to survive termination of an Agreement shall do so.

13 Insurance

- 13.1 The Supplier undertakes to maintain at its own cost an insurance policy to cover full liability in respect of any act, omission, or default for which it may become liable in undertaking the Supplier Services to indemnify Tecknuovo under the terms of an Agreement.
- 13.2 The Supplier shall take out and maintain those insurances policies, in accordance with the relevant limits, and terms of insurance required in the Statement of Work, or if no such limit is set out in the Statement of Work, the Supplier shall maintain in force to cover fully its obligations and liabilities under an Agreement a professional indemnity insurance policy to a limit of no less than £2,000,000 per claim or series of connected claims, a public liability insurance policy to a limit of no less than £5,000,000 per claim or series of connected claims, and employers liability insurance policy (where required to be maintained by Law by the Supplier) to a limit no less than the statutory limit (applicable from time to time). The Supplier shall ensure that it maintains all insurances for the duration of any Statement of Work and for a period of at least 3 years thereafter.
- 13.3 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance policies and will notify Tecknuovo immediately if any insurance policies are at risk of being cancelled, suspended and or ended. The Supplier will be liable for any excesses or deductibles it agrees in respect of any policies and the same shall not be recoverable from Tecknuovo. The Supplier shall provide copies of its insurance certificate, premium receipt, and policy upon request from Tecknuovo for audit purposes, whether requested during any Statement of Work or within a period of 3 years.

14 General

14.1 Sub-Contracting and Assignment

- 14.1.1 The Supplier may sub-contract part or all of the Supplier Services to any person provided that such person is required to commit to contractual terms which are materially the same as those set out in the Agreement, is suitably experienced and qualified to deliver the Supplier Services and/or any Deliverables pursuant to the Statement of Work and provided the sub-contracting to such person does not place the Supplier in breach of any warranty under the Agreement. The Supplier must give prior written notice to Tecknuovo of any intended sub-contracting of part or all of the Supplier Services and any Deliverables. The Supplier will assume sole responsibility for making payments to the sub-contractor. The sub-contractor will have no contractual, financial or legal relationship with Tecknuovo or its Customer. The Supplier may assign, transfer, charge or otherwise encumber, create any trust over or deal in any manner with the Agreement or any right, benefit, or interest under it nor transfer, novate any of its obligations under it, with the prior written consent of Tecknuovo. Tecknuovo may assign, transfer, charge or otherwise encumber, create any trust over or deal in any manner with the Agreement or any right, benefit, or interest under it nor transfer, novate any of its obligations under it upon giving notification to the Supplier.
- 14.1.2 Any breach of clause 14.1.1 above shall be deemed to be an irremediable Material Breach and accordingly Tecknuovo shall be entitled to terminate the Agreement immediately without notice in accordance with clause 11.7 of these General Terms.
- 14.1.3 Where the Supplier has sub-contracted part or all of the Supplier Services and any Deliverables, the Supplier shall remain primarily liable for and responsible for the acts and omissions of its sub-contractors as fully as if they were acts and omissions of the Supplier or any of its Supplier Representatives.

14.2 Business Restraints

- 14.2.1 The Supplier shall not unless with the prior written consent of Tecknuovo, either during any Statement of Work or for a period of 12 months after the termination or expiry of such Statement of Work, directly or indirectly through any other person other than Tecknuovo, whether for its own benefit or for the benefit of the other person:
- (a) Provide the same or similar Supplier Services to the Customer or any end customer of the Customer; and/or
 - (b) Provide any other consultancy services to the Customer or any end customer of the Customer.
- If the Supplier and or any Supplier Representative apply for any role or project which is advertised publicly which may require or result in the Supplier and/or the Supplier Representatives providing the same or similar Services or other consultancy services to the Customer, any end customer of the Customer, or any other person within the scope of clause 14.2.1, the Supplier and or the Supplier Representative's acknowledge that their acceptance of any such role or project will constitute a breach of this clause 14.2.1.
- 14.2.2 The Supplier guarantees that its Supplier Representatives will also comply with this clause 14.2 and the Supplier shall ensure that its Supplier Representatives enter into any additional undertaking required by Tecknuovo to ensure compliance with this clause 4.2 to protect its legitimate business interests.
- 14.2.3 Neither the Supplier nor any Supplier Representative will discourage the Customer or any End Customer from dealing with Tecknuovo or seek to induce the Customer or any End Customer to deal directly or indirectly with the Supplier or any Supplier Representative.
- 14.2.4 If the Supplier and/or any Supplier Representatives breaches the terms of clause 14.2.1, 14.2.2 and or clause 14.3.1 the Supplier shall pay Tecknuovo Liquidated Damages in respect of each such breach. The Supplier accepts that the Liquidated Damages are reasonable and proportionate given a breach may result in a loss of business to Tecknuovo, loss of profit and or revenue to Tecknuovo and may dilute the goodwill and or damage the reputation of the business of Tecknuovo. The parties further agree that Liquidated Damages shall not be deemed the exclusive remedy for a breach of this clause, but a remedy in addition to all other remedies including without limitation any interim and or permanent injunctive relief.

14.3 Business Opportunities

- 14.3.1 The Supplier may and/or any of its Supplier Representatives may become aware of business opportunities with Tecknuovo's customers (including the Customer) as a consequence of discussions with Tecknuovo prior to agreeing a Statement of Work or during any Statement of Work. As the primary supplier to the Customer of the Services, all such business opportunities belong to and are the sole business interest of Tecknuovo and the Supplier will keep such

opportunities confidential and will not contact, solicit, introduce themselves or any third party (including any Supplier Representative), deal with, or engage with (in any capacity) whether directly or indirectly with any such customer (including the Customer) without the prior written consent of Tecknuovo.

15 Force majeure

Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under an Agreement or these General Terms (except for any duty to make a payment under an Agreement) to the extent that such delay or failure is a result of a Force Majeure event. Each Party will use all reasonable endeavours to continue to perform its obligations under an Agreement for the length of a Force Majeure event. If a Force Majeure event prevents a Party from performing its obligations for more than 21 days, the other Party may terminate an Agreement with immediate effect on giving written notice.

16 Amendments

16.1 Tecknuovo may issue a revised or updated set of General Terms and/or Public Sector Special Terms from time to time on giving to the Supplier at least 60 days' prior notice of any such revision or update. Public Sector Special Terms shall automatically apply upon expiry of the notice period, unless otherwise notified. Any updated General Terms issued shall only apply to future purchases of Supplier Services and Deliverables agreed under a Statement of Work and entered into by the Parties after the expiry of the notice period, unless otherwise agreed between the Parties.

16.2 Tecknuovo may make non-material amendments to any Statement of Work upon giving the Supplier reasonable prior written notice of such changes. For all other material amendments to any Statement of Work, such changes must be agreed by a duly authorised representatives of both Parties.

17 Waiver and Cumulative Rights

The rights and remedies provided by these General Terms may be waived only in writing by Tecknuovo or the Supplier or its Supplier Representatives in a way that expressly states that a waiver is intended, and such waiver will only be operative regarding the specific circumstances referred to. Unless a right or remedy of Tecknuovo is expressed to be exclusive, the exercise of it by Tecknuovo is without prejudice to Tecknuovo's other rights and remedies. Any failure to exercise, or any delay in exercising, a right or remedy by either Party will not constitute a waiver of that right or remedy, or of any other rights or remedies.

18 Relationship

18.1 Nothing in these General Terms or any Statement of Work is intended (or should be deemed) to create or constitute a joint venture, partnership, agency, trust, principal and agent, or other association of any kind between the Parties or any Relevant Parties and each Party shall be responsible only for their respective obligations in these General Terms and any Statement of Work. Both Parties agree and intend that this legal relationship is one of giving and receiving independent specialist services and specifically is not a relationship of master and servant or employer or employee.

18.2 Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

18.3 Neither the Supplier or any Supplier Representatives are or will be employees or agents of Tecknuovo, its Customer or any other person associated with or connected to any Agreement, **(Relevant Parties)** and therefore will not be entitled to any benefits, entitlements, or access to facilities that employees of the Relevant Parties have entitled to. In particular the Parties agree that the Supplier and its Supplier Representatives will not be entitled to any of the following from any Relevant Parties under any Agreement:

- 18.3.1 payment for absences, whether holiday, special absence, statutory absences and/or sickness absence;
- 18.3.2 benefit of the application of any grievance procedure, disciplinary procedure, and or performance appraisal procedure applicable to employees of any Relevant Parties;
- 18.3.3 benefit of any pension scheme and or company benefits (whether statutory entitlements or otherwise) applicable to employees of any Relevant Parties; and
- 18.3.4 use of or access to any staff facilities on any premises of any Relevant Parties.

18.4 The Supplier shall have sole responsibility for the supervision, direction and control of any Supplier Representatives who are its employees and shall remain solely responsible for the oversight of and the actions and omissions of any Supplier Representatives who are engaged as independent contractors in the provision of the Supplier Services.

19 Taxation

19.1 The Supplier shall at all times comply with all Laws and regulations relating to Tax.

Off-Payroll Rules

- 19.2 Tecknuovo will determine whether the Statement of Work is outside of IR35 for the purposes of the Off-Payroll Rules on the basis it is the client of the Supplier. The Supplier accepts that it will be required to provide information to Tecknuovo to assist in reaching Tecknuovo's determination. The Supplier will provide all assistance with and disclose all such information that is requested by Tecknuovo in order for Tecknuovo to reach its determination, re-assess during the Project, and as required to assist the Tecknuovo in auditing the same within a period of 6 years after the termination of the relevant Statement of Work.
- 19.3 Tecknuovo may on giving notice to the Supplier require the Supplier to re-assess any Statement of Work, and the Supplier acknowledges that Tecknuovo expects the Supplier to re-assess the status of any Statement of Work at regular intervals, and in any event at least once during any Statement of Work (where such Statement of Work is agreed a period exceeding 6 months) and at the end of any Statement of Work.

On-Shore Intermediaries Legislation and MSC Legislation

- 19.4 The Supplier warrants, represents and undertakes that:
- 19.4.1 Any person it utilises as Supplier Representatives however arising (and whether utilised directly or indirectly via any sub-contractor) is not and will not be engaged by the Supplier or any sub-contractor as a sole trader (i.e. an individual who receives gross payments for services performed) or as a partner through any partnership (other than with the prior written consent of Tecknuovo, which may be unreasonably withheld);
- 19.4.2 It will continue to pay all taxes due to HMRC and will not utilise or otherwise be engaged in 'disguised employment' practices when delivering Supplier Services under any Statement of Work;
- 19.4.3 It will not operate any travel and or subsistence policy and procedure in breach of any tax Laws applicable in the UK;
- 19.4.4 It is not a "managed service company" for the purposes of MSC Tax legislation in the UK.

Warranties and information

- 19.5 The Supplier undertakes, warrants, and represents that it is not the subject of any tax investigation and or litigation regarding tax non-compliance.
- 19.6 The Supplier shall provide (promptly or within such other period notified by Tecknuovo) information which demonstrates how the Supplier complies with its Tax obligations. If the Supplier fails to comply (or if Tecknuovo receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in this clause then this shall allow Tecknuovo to terminate the relevant Statements of Work immediately without notice.
- 19.7 The Supplier shall execute a self-billing agreement at such intervals as Tecknuovo requests in writing and shall comply with the terms of such agreement at all times during any Statement of Work.
- 19.8 The Supplier shall promptly notify Tecknuovo in writing of any change in working practice or any other change in the delivery of the Supplier Services that may affect Tecknuovo's status determination in relation to a Statement of Work under Off-Payroll Rules.

Disclosures to HMRC

- 19.9 Tecknuovo may supply any information which it receives under Clause 4 and or Clause 19 to the Commissioners of Her Majesty's Revenue & Customs (**HMRC**) for the purpose of the collection and management of revenue for which they are responsible.

Assessment and Indemnity

- 19.10 If an amount of Tax, including any assessed amount, is assessed, demanded, or otherwise alleged to be payable by Tecknuovo or its Customer by HMRC then an equivalent amount may be withheld (pending an investigation into any such assessment, enquiry or demand) and/or otherwise deducted by Tecknuovo (for onward payment to HMRC or the Customer) from the amount of any sum due to the Supplier under any Statement of Work.
- 19.11 The Supplier shall indemnify Tecknuovo and or the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded, or assessed on Tecknuovo and or the Customer at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier by Tecknuovo under any Statements of Work. Any amounts due under this clause shall be paid in cleared funds by the Supplier to Tecknuovo (for itself or as applicable for its Customer) not less than 7 days before the date upon which the Tax or other liability is payable by Tecknuovo or the Customer.
- 19.12 The Supplier shall hold Tecknuovo harmless from and against and shall indemnify and keep Tecknuovo indemnified from and against any Losses (including any liability for tax and social security contributions determined by HMRC) that Tecknuovo suffers arising from the Supplier's breach of this clause 19.

19.13 If HMRC later determines that a Statement of Work is inside IR35, the Supplier shall not be required to indemnify Tecknuovo for any Loss provided the Supplier has not by its act, neglect, error, or omission contributed to or otherwise caused such determination (including but not limited to the Supplier failing to act in accordance with Tecknuovo's working practices).

20 Further assurance

Each Party will, at its own cost, do all further acts and execute all further documents as are reasonably necessary to give effect to the Statement of Work.

21 Severance

If any provision of an Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from an Agreement and rendered ineffective as far as possible without modifying the remaining provisions of an Agreement shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

22 Announcements

The Supplier may not issue or make any public announcement or disclose any information regarding any Agreement without Tecknuovo's prior written consent, which will not be unreasonably withheld. However, Supplier shall not be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

23 Notices

23.1 Subject to any right to issue notice under clause 10.6, 11.4, 11.5, and 11.7, which may be served verbally or by email and which shall be effective immediately, all other notices must be in writing. For all other notices, an email is an accepted means of issuing notice other than for notice of legal proceedings and the service of legal documents, which must be delivered by hand, posted by first class post, or delivered by special delivery for guaranteed next day delivery, or by courier and a copy issued by email. The following table sets out the method by which notices may be served under an Agreement (subject to the above) and the respective deemed time and proof of Service:

Delivery type	Deemed delivery time
Email	9am on the first Working Day after sending
Hand delivered	the date and time handed to the receiving party
First class post	9am on the second Working Day after sending
Special Delivery/Courier	the date and time handed to the receiving party

The address and email address of each Party will be the address and email address in the Statement of Work.

24 Disputes

The Parties agree to utilise the dispute resolution procedure adopted and included in the Statement of Work or in the Main Contract Obligations to deal with all disputes arising under or in connection with an Agreement in order to ensure that all dispute resolution is conducted under the same principles and in accordance with the same procedures.

25 Entire agreement

An Agreement contains the whole agreement between the Parties relating to the subject matter of that Agreement and supersedes any prior agreements, representations, or understandings between them unless expressly incorporated by reference in the Agreement. Nothing in the clause limits or excludes any liability for (or remedy relating to) fraud or fraudulent misrepresentation. Each of the Parties agrees that in entering into any Agreement it does not rely on, and will have no remedy relating to, any agreement, statement, representation, warranty, understanding or undertaking (whether negligently or innocently made) other than as described in the Agreement.

26 Interpretation

(i)	Reference to a clause or schedule, unless otherwise defined, shall be to a clause or schedule of these General Terms. Clause, schedule and paragraph headings shall not affect the interpretation of the same or otherwise affect the interpretation of these General Terms or any Agreement.
(ii)	Reference to a person include a reference to any individual, company, partnership, trust, joint venture, association, government or local authority department or other authority or body (whether corporate or unincorporated).
(iii)	References to Laws and any other statutory provisions shall be construed as references to those provisions as respectively

	replaced, amended, extended, consolidated, or re-enacted from time to time (whether before or after the date of the Statement of Work) and shall include any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provisions.
(iv)	Any words following the terms including, include, in particular, for example, without limitation 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.
(v)	References to termination of any Statement of Work include references to expiry of the Statement of Work.
(vi)	Reference to writing includes email and similar means of communication.
(vii)	Reference to the Parties shall mean together Tecknuovo and the Supplier for the purposes of any Agreement (including reference to their successors in time, permitted assigns and novatees) and reference to a Party shall be construed as a reference to either of the Parties .
(viii)	Reference to Personnel shall be reference to Tecknuovo's Personnel or the Customer's Personnel as the context requires.
(ix)	Reference to howsoever arising when used in an Agreement shall be construed widely to cover all causes and actions giving rise to liability, including (i) whether arising by reason of any misrepresentation (whether made prior to and/or in the Agreement), negligence, breach of statutory duty, other tort, breach of contract, restitution or otherwise and (ii) whether arising under any indemnity and (iii) whether caused by any total or partial failure or delay in supply of the Supplier Services.
(x)	All references to controller, processor, personal data, personal data breach, special categories of data, and process or processing in an Agreement shall refer to terms defined in the UK GDPR.
(xi)	References to day will mean calendar day, and references to week, month and year will be construed the same unless otherwise defined in Schedule 1 to these General Terms.
(xii)	Any reference to Supplier with respect to its compliance with the contractual conditions, obligations, warranties, undertakings, and other contractual matters shall include an obligation on the Supplier to ensure the Supplier's Representatives' compliance with the same, to be strictly enforced and upheld by the Supplier at all times, unless otherwise expressly excluded in an Agreement

27 Governing law and jurisdiction

- 27.1 An Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with an Agreement, its subject matter or formation (including non-contractual disputes or claims).
- 27.2 Notwithstanding the provisions of the Limitation Act 1980, the Supplier agrees that it will have a period of 2 years from the end of an Agreement to bring any claims arising out of or in connection with such Agreement. No contractual claim arising outside of this period will be valid or enforceable on Tecknuovo.

28 Third parties

Other than the Customer, who shall be entitled to enforce directly against the Supplier any terms of an Agreement that are expressed either explicitly or implicitly to be for the Customer's benefit, a person who is not a Party to an Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of that Agreement. No consent from the Customer shall be required in relation to any rescission, amendment, or variation, to or termination of that Agreement notwithstanding any reliance on or indication of assent to any term of the Agreement.

29 Counterparts

An Agreement may be signed in any number of separate counterparts. Each, when executed and delivered by a Party, will be an original; all counterparts will together constitute one instrument.

SIGNED BY:

Signed by [<i>insert full name of director/authorised signatory</i>]
for and on behalf of	[Director OR Authorised signatory]
Tecknuovo Limited	

and

Signed by [<i>insert full name of director/authorised signatory</i>]
for and on behalf of	[Director OR Authorised signatory]
[<i>insert name of Supplier</i>]	

Schedule 1 – Definitions

The following definitions apply to these General Terms and any Agreement:

Agreement	means a Statement of Work together with these General Terms, Public Sector Specific Terms (as applicable) and any and all other Schedules and appendices referred to therein;
Background Screening	means the security and compliance checks required to be carried out on the Supplier and where applicable any Supplier Representatives at the Supplier's cost and expense as advised to the Supplier in writing; which may include criminal record check, Identity check, immigration check and provision of Supplier references;
Charges	means the total charges paid (excluding any applicable VAT) by the Customer to Tecknuovo and which includes the SOW Charges;
Confidential Information	any information which is marked or designated as being confidential or which should reasonably be considered confidential (in the absence of such mark or designation) together with all data, personal data, and information obtained directly or indirectly from the disclosing Party that relates to the business, affairs, operations, products, developments, trade secrets, know-how, personnel, and third parties, including all IPRs, pricing strategy and commercial charge rates of Tecknuovo, the subject matter of these General Terms, any Customer Data, and or any information that may reasonably be regarded as the confidential information of the disclosing Party (and which includes any information belonging to the Customer which has been disclosed to Tecknuovo and which is disclosed to the Supplier pursuant to these General Terms and or any Statement of Work) but does not include information that (i) is or becomes generally available to the public (other than as a result of its disclosure by the disclosing Party or its representatives in breach of these General Terms), (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or (ii) the Parties agree in writing is not confidential or agree may be disclosed
Contract Year	the 12-month period following the Effective Date and each succeeding 12-month period;
Customer	means the customer of Tecknuovo pursuant to the Main Contract and identified in the Statement of Work;
Customer Data	means data that is owned or managed by Tecknuovo or the Customer (and including personal data for which Tecknuovo or the Customer is the controller) and including data gathered for user research e.g. recordings of user research sessions and lists of user research participants;
Data Loss Event	Any event that results, or may result, in unauthorised access to Personal Data held by the Supplier pursuant to an Agreement, and/or actual or potential loss and or destruction of Personal Data in breach of an Agreement, including any Personal Data Breach (as defined in Data Protection Legislation);
Data Protection Legislation	means: <ul style="list-style-type: none"> (a) the General Data Protection Regulations (2016/679) (EU GDPR); (b) the UK GDPR; (c) any laws from time to time to the extent giving effect to Article 71 (Protection of personal data) of the agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community; (d) the Data Protection Act 2018; (e) any laws which implement any such laws; and (f) any laws which replace, extend, re-enact, consolidate or amend any of the foregoing;
Default	<ul style="list-style-type: none"> (i) any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) of these General Terms, any Statement of Work, and or any Main Contract Obligations; (ii) any default, act, omission, negligence or negligent statement of the Supplier and/or any Supplier Representatives in connection with or in relation to these General Terms, any Statement of Work, and or any Main Contract Obligations;
Deliverables	any output of the Supplier Services to be provided by the Supplier as specified in an Agreement provided by the Supplier to Tecknuovo in relation to the Supplier Services (excluding the Supplier's equipment);
Effective Date	means the date of these General Terms or the date of commencement of any Supplier Services under an initial Statement of Work whichever occurs earlier;
Existing IPR	For each Party: IPRs owned by that Party before the date of an Agreement, including IPRs contained in any of the Party's know-how, documentation, processes and procedures, IPRs created by the Party independently of an Agreement;
Force Majeure	<p>A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> ● acts, events or omissions beyond the reasonable control of the affected Party; ● riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; ● acts of government, local government or Regulatory Body; ● fire, flood or disaster and any failure or shortage of power or fuel; ● industrial dispute affecting a third party for which a substitute third party is not reasonably available; <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> ● any industrial dispute in relation to the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain; ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure;
General Terms	the terms and conditions herein and including Schedule 1;
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking under the same or similar circumstances or who has previously been engaged in a similar type of undertaking under similar circumstances;

Intellectual Property Rights (IPRs)	<p>means:</p> <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trademarks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), know-how, trade secrets and moral rights and other similar rights or obligations whether registerable or not;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off;</p>
Insolvency Event	<p>may be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
IR35 Legislation	the IR35 rules under Chapter 8 of Part 2 of ITEPA 2003 and Social Security Contributions (Intermediaries) Regulations 2000 which shall apply for any small companies pursuant to Off-Payroll Rules;
ITEPA 2003	the Income Tax (Earnings and Pensions) Act 2003;
IT Security Standards	the IT security standards of Tecknuovo that all sub-contractors must comply with during the completion of any Services and or Deliverables under any Statement of Work
Law	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of Law, or directives or requirements of any Regulatory Body;
Liquidated Damages Loss	the sum specified in the Statement of Work or in the absence of such specified sum, the sum of £25,000 (twenty-five thousand pounds); all losses, liabilities, damages, costs, expenses (including legal fees on a solicitor/client basis), disbursements, costs of investigation, litigation, settlement, judgment, fines, interest, and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly;
Main Contract	means any customer contract entered into between Tecknuovo and the Customer for the provision of the Services;
Main Contract Obligations	means the specific terms of the Main Contract which the Supplier must comply with as a supplier to Tecknuovo as specified in Annex A to the Statement of Work (where applicable);
Malicious Software	Any software program or code intended to destroy or cause any undesired effects. It could be introduced willfully, negligently or without the Supplier having knowledge of its existence;
Material Breach	A single serious breach of or persistent failure to perform any terms and conditions of (i) these General Terms, (ii) any Statement of Work, and/or (iii) Main Contract Obligations;
Milestone	a date by which a part or all of the Supplier Services is to be completed, as set out in a Statement of Work;
Off-Payroll Rules	tax legislation affecting worker services provided to a public authority or medium or large client through intermediaries incorporating amendments to Chapter 8 of Part 2 of ITEPA 2003, the introduction of Chapter 10 of Part 2 of ITEPA 2003 (or such other amendments to ITEPA 2003 as may replace, vary or expand its provisions including but not limited to the provisions for the Finance Act 2017 as currently published and the draft provisions of the Finance Bill 2020-21 and any future Finance Bill) and including but not limited to all other consequential amendments made to tax and social security legislation);
Parties	means Tecknuovo and Supplier, and Party shall mean either one of them;
Personnel	any and all employees, staff, workers, officers, agents, consultants, and or sub-contractors;
Prohibited Act	<p>To directly or indirectly offer, promise or give any person working for or engaged by Tecknuovo or the Customer a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under the Criminal Finances Act 2017 ○ under legislation creating offences concerning fraud ○ at common Law concerning fraud ○ committing or attempting or conspiring to commit fraud
Project Specific IPRs	Any Intellectual Property Rights in the Supplier Services, any Deliverables, IT Materials, and any other documents created by or arising out of the performance of the Supplier (or by a third party on behalf of the Supplier) of the Supplier Services for the purposes of an Agreement including databases, configurations, code, instructions, and technical documentation but not including the Supplier's Existing IPRs;
Property	means assets and property including technical infrastructure, IPRs and equipment;
Public Sector Special Terms	means those terms and conditions applicable to Customers who are public sector organisations as identified in a Statement of Work as set out in Schedule 2;
Safe Country	any country whom the Information Commissioner's Office (or successor) determines under the UK adequacy regulations as being adequate to receive the transfer of personal data from the UK pursuant to Data Protection Legislation and provided such country has

	made a reciprocal determination in respect of the transfer of personal data from that country to the UK where personal data is required to be transferred from such country to the UK, and which shall apply for so long as such adequacy decision remains effective;
SOW Charges	means the fees payable for the Supplier Services and or any Deliverables as specified in a Statement of Work;
Supplier	means the company named in these General Terms (where applicable) or in an Agreement;
Supplier Policies	means the Code of Conduct, Supplier Use of Device Policy, Supplier IT Security Policy, Supplier Standards & Working Practices Policy, Supplier Expense Policy (as amended) and all other Tecknuovo supplier policies published and notified to the Supplier, which may be accessed from https://tecknuovo.com/customer/supplier-code-of-conduct/
Supplier Services	means those elements of the Services which the Supplier will deliver under an Agreement as detailed in a Statement of Work;
Supplier Representatives	means its directors/members/partners, any of its employees, consultants, agents, representatives, or professional advisers and any sub-contractor of the Supplier who are utilised by the Supplier to deliver the Supplier Services under a Statement of Work as notified to Tecknuovo from time to time;
Supplier Representative Liabilities	Any claims, actions, proceedings, orders, demands, complaints, Losses and any awards or compensation reasonably incurred in connection with any claim or investigation related to employment;
Services	means the services provided by Tecknuovo to the Customer under the Main Contract as described in the Statement of Work;
Statement of Work	means the statement of work detailing the Supplier Services, agreed terms in relation to such Supplier Services and or Deliverables, and for the period specified raised and which shall incorporate the terms and conditions of these General Terms in such format as Tecknuovo may issue from time to time, incorporating these General Terms:
Tax	means: <ul style="list-style-type: none"> • all forms of tax whether direct or indirect (including without limitation VAT); • national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; • all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and • any penalty, fine, surcharge, interest, charges, or costs relating to any of the above, • in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
TUPE Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
UK GDPR	the General Data Protection Regulation, Regulation (EU) 2016/679 as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time);
Working Day	means a day other than a Saturday, Sunday or public holiday in England and Wales, from 9am to 5pm unless otherwise agreed with the Supplier in the Statement of Work;

Schedule 2 - Public Sector Special Terms

1. Audit and Access to Supplier records

- 1.1. The Supplier accepts that the Customer may undertake audits during the term of an Agreement and during a period of 7 years thereafter. The Customer will have full control over any such audit and may instruct external auditors to conduct any of its audits. The Supplier will comply with any request for information and/or assistance in the carrying out of any audit by the Customer as may be reasonably required by Tecknuovo.
- 1.2. The Supplier will use reasonable endeavours to provide audit information without delay and provide all audit information within scope and give auditors access to Supplier Representative if required. The Supplier will allow the representatives of the Customer, the National Audit Office or auditors appointed by the Audit Commission access to the records, documents, and account information of the Supplier (including at the Supplier's premises), as may be required, and subject to reasonable and appropriate confidentiality undertakings, to verify and review the accuracy of charges, the delivery of the Supplier Services, compliance with the Agreement and any Laws.
- 1.3. The Supplier is responsible for its own costs incurred in complying with these audit obligations.

2. Freedom of Information Act (FoIA)

- 2.1. The Supplier acknowledges that the Customer is subject to the Freedom of Information Act (FoIA) and the Environmental Information Regulations (EIR). The Supplier will co-operate with Tecknuovo as Tecknuovo has to co-operate with the Customer to enable them to comply with their Information disclosure obligations under the Main Contract.

- 2.2. The Supplier must not respond directly to a Request for Information under the FoIA or EIR. The Supplier will note that the Information disclosed in response to a FoIA or EIR request may include its response. This may include attachments, embedded documents, any score or details of its evaluation. The Customer is responsible for deciding whether any commercially sensitive information or any other information is exempt from disclosure under the provisions of the FOIA or the EIR.
- 2.3. The Supplier must transfer to Tecknuovo (for the Customer) all requests for information that it receives within 2 working days of receiving it, provide all necessary help reasonably requested by Tecknuovo in its efforts to assist the Customer to enable the Customer to respond to the request for information within the timescales set out in section 10 of the FoIA or regulation 5 of the EIR, and provide Tecknuovo with a copy of all information about a request for information, in its possession or control, in the form that Tecknuovo requires within 5 working days of the Customer's request.
- 2.4. The Customer may be required to disclose Information under the FoIA, EIR and the Ministry of Justice Code even where information is identified as confidential or commercially sensitive. The Supplier acknowledges that details relating to this Agreement and or any Statement of Work may fall within the scope of information identified in this clause. The Supplier agrees that the Customer can publish any information provided by the Supplier as part of early market engagement and or the details of this Agreement and or any Statement of Work provided by Tecknuovo as required under the terms of the Main Contract.

3. Technology Code of Practice

- 3.1. The Supplier, as an independent contractor, must adhere to the government technology code of practice, insofar as it is applicable to independent contractors, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>.

4. Occasions of Tax Non-Compliance

- 4.1. The Supplier represents and warrants that:
 - 4.1.1. in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Tax Laws and regulations in the United Kingdom and in the jurisdiction in which it is established;
 - 4.1.2. it has notified Tecknuovo in writing of any Occasions of Tax Non-Compliance and any litigation, enquiry or investigation in which it or its sub-contractors are (as appropriate) involved that is in connection with, or which may lead to any Occasion of Tax Non-Compliance;
 - 4.1.3. no profit warnings, proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator, or similar officer in relation to any of the Supplier's assets or revenue; and
- 4.2. If at any time the Supplier becomes aware that a representation or warranty given by it above has been breached, is untrue, or is misleading, it shall immediately notify Tecknuovo of the relevant occurrence in sufficient detail to enable Tecknuovo to make an accurate assessment of the situation and advise the Customer accordingly.
- 4.3. The Supplier shall provide the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of the Supplier and any contractor and sub-contractor prior to the commencement of an Agreement for onward supply of such information to the Customer as required under the Main Contract. The Supplier acknowledges that the Customer may require Tecknuovo to cease any Statement of Work and or this Agreement with the Supplier at the Customer's request (notwithstanding any other termination provisions in this Agreement or any Statement of Work).
- 4.4. If, at any point during this Agreement, an Occasion of Tax Non-Compliance occurs and or any litigation, enquiry or investigation in which it or its sub-contractors is/are (as appropriate) involved that is in connection with, or which may lead to, any Occasion of Tax Non-Compliance, the Supplier shall (a) notify Tecknuovo (to onward notify the Customer) in writing of such fact within five (5) Working Days of its occurrence and (b) promptly provide to Tecknuovo (for the Customer):
 - 4.4.1. details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - 4.4.2. such other information in relation to the Occasion of Tax Non-Compliance as Tecknuovo may reasonably require.

- 4.5. The Supplier shall provide (promptly or within such other period notified by Tecknuovo) information which demonstrates how the Supplier complies with its Tax obligations.
- 4.6. If the Supplier fails to comply (or if Tecknuovo or the Customer receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in this clause Tecknuovo may terminate the Agreement immediately without notice. The Supplier acknowledges and accepts that the Customer may internally share any information which it receives under this clause.

5. Conflicts of interest and ethical walls

- 5.1. The Supplier must use reasonable endeavours to avoid being in a position of potential conflict between its financial, personal, and other interests (or those of the Supplier Representative or any affiliated company) and the duties owed to Tecknuovo and the Customer under an Agreement. Any breach of this section on Conflict of interest and ethical walls will be deemed to be a Material Breach and Tecknuovo may terminate the Agreement immediately under the termination provisions in the Agreement.
- 5.2. A conflict of interest can happen if the Supplier, an affiliated company or a member of the Supplier Representatives:
 - 5.2.1. is being considered for the opportunity to deliver Services and any of them was or remains involved in the same or other related projects that may give them an advantage;
 - 5.2.2. is related to someone in another supplier team or has a business interest in another supplier and both are part of the same team performing the Services;
 - 5.2.3. has been provided with, or had access to, information which would give an unfair advantage in the buying process.
- 5.3. The Supplier will fully compensate and hold Tecknuovo and the Customer harmless from and against any Losses which Tecknuovo, the Customer or the government may suffer as a result of a breach of this conflict of interest and ethical walls provisions.
- 5.4. If the Supplier identifies a risk of a conflict or potential conflict, it will (before commencing the Supplier Services inform Tecknuovo of the conflict of interest and how it plans to mitigate the risk. If agreed by Tecknuovo, the Supplier must promptly establish the necessary ethical wall arrangements. Details of the mitigation arrangements must be sent to Tecknuovo as soon as possible for onward submission to the Customer. Tecknuovo will, at the Customer's discretion, notify the Supplier if the arrangements are acceptable or whether the risk or conflict is a Material Breach and whether the same will result in the immediate termination of this Agreement as a consequence.

6. Publicity and branding

- 6.1. The Supplier will not do or fail to do anything which may damage the public reputation of Tecknuovo and or the Customer under this Agreement or otherwise. The Supplier accepts that the Customer may End the Main Contract for Material Breach if the Supplier causes material adverse publicity relating to or affecting the Customer or the Main Contract and which will give Tecknuovo the right to immediately terminate the Agreement on the same basis with immediate effect.
- 6.2. The Supplier shall not and shall ensure all Supplier Representatives (i) do not make any press announcement or publicize the Agreement or the Supplier Services or any part thereof in any way and (ii) do not use the Customer's brand, logo and/or name in any promotion or marketing or announcement of orders without Tecknuovo's prior written approval.
- 6.3. The Supplier acknowledges that nothing in the Agreement either expressly or by implication constitutes an endorsement of any services of the Supplier and the Supplier agrees not to conduct itself in such a way to imply or express any such approval or endorsement.
- 6.4. The Supplier will indemnify Tecknuovo and or the Customer against all Losses resulting from the Supplier's failure to comply with this section.

7. Mediation

- 7.1. The Supplier shall ensure that it co-operates with and participates in at the written request of Tecknuovo with any mediation proceedings agreed between Tecknuovo and the Customer, where reasonably required by Tecknuovo, to support the resolution of a dispute under the Main Contract.

8. Confidentiality

- 8.1. Nothing in this Agreement will prevent the Customer from disclosing the Supplier's Confidential Information:
- 8.1.1. for the examination and certification of the Customer's accounts
 - 8.1.2. for any examination under Section 6(1) of the National Audit Act 1983
 - 8.1.3. to the United Kingdom Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees
 - 8.1.4. to any government department on the basis that the information can only be further disclosed to central government bodies
 - 8.1.5. if the Customer (acting reasonably) deems disclosure is appropriate for the performance of public functions
 - 8.1.6. for sharing knowledge of the Services and their performance to other buyers under the Main Contract
 - 8.1.7. on a confidential basis to exercise its rights or comply with its obligations under the Main Contract
 - 8.1.8. on a confidential basis to a proposed transferee, assignee or novatee of, or successor in title to the Customer

9. Corporate Social Responsibility

- 9.1. The Supplier shall ensure that it and any Supplier Representatives comply with the HM Government's published Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government insofar as they are applicable to independent contractors; https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf
- 9.2. The Supplier:
- 9.2.1. shall not use, nor allow Supplier Representatives to use forced, bonded or involuntary prison labour;
 - 9.2.2. shall not require any Supplier Representatives to lodge deposits or identify papers with any employer and shall be free to leave their employer after reasonable notice;
 - 9.2.3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
 - 9.2.4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
 - 9.2.5. shall make reasonable enquires to ensure that its officers, employees and sub-contractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
 - 9.2.6. shall have and maintain throughout the term of any Statement of Work its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its subcontractors' anti-slavery and human trafficking provisions;
 - 9.2.7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under any Statement of Work;
 - 9.2.8. shall not use, nor allow its employees or sub-contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or subcontractors;
 - 9.2.9. shall not use or allow child or slave labour to be used by its subcontractors;
 - 9.2.10. shall report the discovery or suspicion of any slavery or trafficking by it or its subcontractors to Tecknuovo. The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

10. Customer - Protection of information

- 10.1. The Supplier must fully assist Tecknuovo in order that it may comply with any complaint or request for Customer Personal Data including by providing Tecknuovo with full details of the complaint or request, complying with a data access request within the timescales in the Data Protection Legislation and following Tecknuovo's instructions, providing Tecknuovo with any Customer Personal Data it holds about a Data Subject (within the timescales required by Tecknuovo), and providing Tecknuovo with any information requested by the Data Subject. The Supplier must not remove any proprietary notices in the Customer Data. The Supplier will not store or use Customer Data except, if necessary, to fulfil its obligations.
- 10.2. The Supplier must ensure that any Supplier system that holds any Customer Data is a secure system that complies with Tecknuovo's and Customer's security policy and all Customer requirements notified from time to time.
- 10.3. The Supplier will preserve the integrity of Customer Data processed by the Supplier and prevent its corruption and loss.
- 10.4. The Supplier will ensure that any Supplier system which holds any protectively marked Customer Data or other government data will comply with:

- 10.4.1. the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
- 10.4.2. guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- 10.4.3. the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
- 10.4.4. government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 10.4.5. the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

- 10.5. If the Supplier suspects that the Customer Data has or may become corrupted, lost, breached, or significantly degraded in any way for any reason, then the Supplier will notify Tecknuovo immediately and will (at its own cost if corruption, loss, breach or degradation of the Customer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by Tecknuovo.

11. Malicious Software

- 11.1. The Supplier will, as an enduring obligation during any Statement of Work where any software is used in the provision of the Supplier Services or information uploaded, interfaced and or exchanged with the Customer systems, use software and the most up-to-date antivirus definitions available from an industry accepted antivirus software vendor to minimise the impact of Malicious Software. It will use the software to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed with Tecknuovo and the Customer).
- 11.2. If Malicious Software is found, the Supplier will co-operate with Tecknuovo and the Customer to reduce the effect of the Malicious Software. If Malicious Software causes loss of operational efficiency or loss or corruption of Customer Data, the Supplier will help Tecknuovo mitigate any losses and will restore the Services to their desired operating efficiency as soon as possible. The Supplier will recover such Customer Confidential Information however it may be recorded.
- 11.3. Any costs arising from the actions of Tecknuovo or Supplier taken in compliance with the provisions of the above clause, and, will be dealt with as follows:
 - 11.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software or the Customer Data while the Customer Data was under the control of the Supplier, unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by Customer when provided to the Supplier;
 - 11.3.2. by Tecknuovo if the Malicious Software originates from the Tecknuovo Software or the Customer Data, while the Customer Data was under the control of the Customer;
 - 11.3.3. by the Customer if the Malicious Software originates from the Customer's Software or the Customer Data, while the Customer Data was under the control of the Customer.
- 11.4. All Deliverables that are software shall be created in a format, or able to be converted into a format, which is suitable for publication by the Customer open-source software, unless otherwise agreed by Tecknuovo. Where Deliverables that are software are written in a format that requires conversion before publication as open-source software, the Supplier shall also provide the converted format to the Customer unless the Customer agrees in advance in writing that the converted format is not required.

12. HMRC Specific Terms – CRCA Obligations

- 12.1. As applicable, the Supplier shall ensure that and the Supplier Representatives comply with Annex A-2 Form for HMRC detailing CRCA obligations and that the Supplier Representative(s) sign the Confidentiality Declaration annexed to the Statement of Work, where the Customer is HMRC.

Definitions

Section

“Occasion of Tax Non-Compliance”

- (a) any Tax return of the Supplier and/or its subcontractor and/or any non-submission of a Tax return (whether deliberate or by omission) by the Supplier and/or its subcontractor to the Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the Supplier or relevant sub-contractor under the General Anti Abuse Rule or the Halifax Abuse Principle or Targeted Anti-Avoidance Rule (TAAR) or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR;
 - (ii) the failure of an avoidance scheme which the Supplier or relevant sub-contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or
- (b) the Tax affairs of the Supplier or any of its sub-contractors have given rise to a criminal conviction in any jurisdiction for Tax related offences within the last five (5) years which is not spent at the Effective Date or to a civil penalty for fraud or evasion within the last three (3) years;
- (c) For these purposes:
 - (i) a return is “submitted” when it is first submitted to the Relevant Tax Authority and any subsequent amendments or re-submissions are to be ignored; and
 - (ii) a Relevant Tax Authority will not be deemed to have “successfully challenged” the Supplier or a sub-contractor until an appeal against such challenge is no longer possible.

“Relevant Tax Authority” HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established, resident or liable to any Tax;

“Tax” means:

- (a) all forms of tax whether direct or indirect;
- (b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;
- (c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and
- (d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,

in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;

“Tax Non-Compliance” where the Supplier meets conditions 1 and 2 below from HMRC’s “Test for Tax Non-Compliance”:

Condition 2 (Arrangements involving evasion, abuse or tax avoidance)

1. X has been engaged in one or more of the following:
 - a. Fraudulent evasion¹;
 - b. Conduct caught by the General Anti-Abuse Rule²;
 - c. Conduct caught by the Halifax Abuse principle³;
 - d. Entered into arrangements caught by a DOTAS or VADR scheme⁴;
 - e. Conduct caught by a recognised ‘anti-avoidance rule’⁵ being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. ‘Targeted Anti-Avoidance Rules’ (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;
 - f. Entered into an avoidance scheme identified by HMRC’s published Spotlights list⁶;

- g. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))

2. X's activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:
1. In respect of (a), either X:
 1. Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure⁷; or,
 2. Has been charged with an offence of fraudulent evasion.
 2. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.
 3. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
 4. In respect of (f) this condition is satisfied without any further steps being taken.
 5. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

'Fraudulent evasion' means any 'UK tax evasion offence' or 'UK tax evasion facilitation offence' as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act;

"General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

"Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others;

¹A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Section 19 and Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

The full definition of 'Anti-avoidance rule' can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly.

Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: <https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight>

⁴The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed.