REGENCY IT CONSULTING

FORM OF CONTRACT

TITLE:

Contract

Schedule 1	Scope of Work
Schedule 2	Payment Terms
Schedule 3	General Conditions of Contract

CONTRACT

THIS CONTRACT is made as of this XXX between the XXX (hereinafter known as the "Client") with principal offices at XXX and Cassidian Cybersecurity Limited a company incorporated in England (company number 05432738) trading as Regency IT Consultancy (hereinafter known as the "Company") with registered offices at Montpellier House, Montpellier Drive, Cheltenham, Gloucestershire GL50 1TY with the effective date of this Contract being the XXX.

WHEREAS

1. In consideration of the payments to be made under Schedule 2 of this Contract and subject to the Conditions of Contract attached as Schedule 3 and incorporated into this Contract, the parties hereto mutually agree as follows.

2. The Client requires the services of the Company to assist them in its requirements detailed in the scope of work, and the Company agrees to perform such work on such basis stated in this Contract. Such services hereinafter called the "Work" are further described in Schedule 1 to this Contract which is incorporated and made part of this Contract.

NOW THEREFORE IT IS AGREED AND DECLARED AS FOLLOWS:

3. During the term of this Contract, the Company and its nominated employees shall be available for the performance of the Work in accordance with the requirements of this Contract.

4. During the term of this Contract, the Company shall, to the best of its ability impart to the Client knowledge, information, recommendations and advice relating to the Work and the Client shall have the right to make use of the same in its activities at any time as it may require.

5. The Client shall in addition acquire the copyright of any document, report or any written work prepared as a result of the Work as provided under Clause 7 of the Conditions of Contract.

6. **TERM OF THE AGREEMENT**

6.1 Subject always to Clause 11 of the Conditions of Contract the term of this Contract shall commence on the XXX and shall be deemed to be completed on XXX subject to any mutually agreed extensions of time.

7. **PAYMENT FOR SERVICES**

As consideration for the Work to be performed by the Company hereunder the Client shall make payments to the Company in accordance with the terms of Schedule 2.

8. **INDEPENDENT COMPANY**

The Company shall at all times during the term of the Contract be an independent Contractor with respect to the Work and the Client and nothing in this Contract shall be construed as creating at any time the relationship of employer and employee between the Client and the Company or any of the Company's employees. Neither the Company nor any of its employees shall at any time hold itself or themselves out to be the employee or employees of the Client and neither the Company nor any of its employees shall be entitled to any of the benefits provided by the Client to its officers and staff other than such benefits as are specifically set forth in this Contract. The Company is wholly responsible for making all necessary arrangements with the Inland Revenue with regard to any consideration received from this Contract.

9. **CLIENT'S REPRESENTATIVE**

9.1 During the term of this Contract, the Company shall confer with the Client's representative's, receive the Client's instructions concerning the prosecution of the Work and make reports to the said representative/s as required by and stated in Schedule 1.

9.2 The Company and Client's representative/s shall be responsible for this Contract with power to manage and determine the agreement in accordance with the terms and conditions of this Contract.

9.3 The Client's representative for this Contract is:-

9.4 The Company's representative for this Contract is:

10. **AMENDMENTS AND VARIATIONS**

10.1 No amendments to any of the terms or conditions of the Contract shall be valid unless they have previously been agreed in writing by the parties to the Contract.

10.2 Any variation to the Contract requirements shall be agreed in writing by the parties to the Contract before such variation is implemented.

10.3 The Company shall not be entitled to payment for any of the work which has not been authorised either by the Contract or agreed by amendment thereto, except at the discretion of the Client.

11. SOLICITING FOR EMPLOYMENT OF STAFF

11.1 Each party to this Contract undertakes not to solicit nor attempt to solicit nor procure the service or employment of staff presently employed by the other party during the term of this Contract and within six calendar months after the performance or determination of this Contract without the prior written permission of the other party.

12. ENTIRETY OF CONTRACT

This Contract, including the Schedules attached hereto, constitute the entire Contract between the parties hereto with respect to the subject matter hereof.

13. LAW

This Contract is subject to English Law as expressly provided by Clause 20 of the Conditions of Contract.

14. **EXECUTION**

IN WITNESS WHEREOF the parties hereto have executed and delivered this Contract as of the date first above written.

for and on behalf of Cassidian Cybersecurity Limited

Signature

Name

Business Title

Departmental Title

for and on behalf of

Signature

Name

Business Title

Departmental Title

SCHEDULE NO 1 –
SCOPE OF WORK

Background

Methodology

Duration

Regency IT Consulting anticipates that the services contained in this proposal will require the following resources. These are approximations, dependent on the number of issues that are discovered as part of the accreditation process:

SCHEDULE NO 2 –
PAYMENT FOR SERVICES AND PAYMENT TERMS

1. The firm price for the Work set forth in Schedule No 1 is a maximum of:

2. Fees are firm for the duration of this assignment, and are exclusive of VAT, which will be charged at the prevailing rate on the total.

3. A purchase order will be raised on sign off of this Contract and payment will be made in arrears in respect of satisfactory work actually performed and within 30 days of receipt of an acceptable invoice received by the Client in accordance with the Contract Condition 4.3 at Schedule 3.

4. Any additional expenses must be agreed with the Client's Contract Managers

5. Invoices should be submitted to:

6 Full details of the costs must be included on the invoice.

SCHEDULE 3 –

Terms and Conditions for the Supply of Services

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1. DEFINITIONS

“Client” means the xxx and where the context permits, reference to the Client in these Terms and Conditions shall include reference to an employee of the Client.

“Price” means the price or rate for the Services given in Schedule 1.

“Key Personnel” means any persons named on the Purchase Order as key personnel.

“Services” means the services described in Schedule 1.

“Order Number” means the unique number that appears on the Purchase Order.

“Parties” means the Client and the Company.

“Premises” means any land or building where the Services are to be performed specified in the Purchase Order.

“Purchase Order” means an order for services served by the Client on the Company which includes a description of the services, the price or rate applicable to the services and any particular terms applying to the services which are additional to these Terms and Conditions.

“Company” means Regency IT Consulting as defined in the Contract.

“Terms and Conditions” means these terms and conditions for the supply of Services.

2. GENERAL

2.1 These Terms and Conditions together with the schedules to the Contract and a relevant Purchase Order (but not for the avoidance of doubt any terms and conditions on the reverse of the Purchase Order) and any other document, plan or specification referred to in the Schedules constitute the contract between the Parties for the Services (“the Contract”).

2.2 In the event of any conflict between a clause in these Terms and Conditions and a term of the Purchase Order, the term of these terms and conditions shall prevail.

2.3 The Contract constitutes the entire agreement between the parties relating to the Services and replaces all previous negotiations, agreements, understandings and representations whether oral or in writing. However nothing in the Contract shall limit or exclude any liability for fraud.

2.4 Nothing in this Contract shall have the effect of making the Company an agent, servant or employee of the Client.

2.5 All parties subject to this contract are bound by the terms of the Data Protection Act (DPA) 1998 and the Computer Misuse Act 1990. It is also strongly advised that parties are aware of, and where possible, aligned with their compliance requirements under GDPR18.

3. THE SERVICES

3.1 The Company shall provide the Services set out in Schedule 1.

3.2 The Company shall perform the Services:

a. with reasonable care and diligence;
b. in accordance with government best practice and using the best available techniques and standards;
c. using staff who have appropriate skills, qualifications and experience; and
d. to the reasonable satisfaction of the Client's Representative.

3.3 The Company shall provide all plant, equipment and materials necessary for the performance of the Services except as otherwise agreed with the Client. All plant, equipment and materials shall be at the Company's risk (save that the Client hereby indemnifies the Company for any damage or loss of such plant, materials and equipment caused by a malicious act or negligence of the Client). The Price shall include the costs of haulage of plant, equipment and material to the Client's Premises and their removal after the Services are complete.

3.4 The Company shall not place or cause to be placed any orders with third parties or otherwise incur any liabilities to third parties in the name of the Client without the prior written consent of the Client's Representative.

4. TIME OF PERFORMANCE

4.1 The Company shall carry out the Services for the period and/or in accordance with the timescales set out in Section 6 of the contract.

4.2 The Company shall submit such detailed programmes of work and progress reports as the Client may from time to time require.

4.3 The Company shall notify the Client immediately if it becomes aware of any event that it believes is likely to delay or impede the performance of the Services.

4.4 In the event that the Company fails to meet a date or dates set out in the Contract or its Schedules (otherwise than by reason of the Client or a third party's acts or omissions excluding any sub-contractor of the Company) it shall, on the request of the Client, and without prejudice to the Client's other rights and remedies, arrange to provide all such additional resources as are necessary to fulfil its obligations at no additional cost to the Client.

5. REJECTION OF SERVICES

5.1 The Client may at any time reject the Services or anything delivered as part of the Services which in the reasonable view of the Client does not comply with the Contract or these Terms and Conditions in any material way.

5.2 If the Client rejects all or part of the Services under Condition 5.1 above, it shall serve a written notice on the Company stating the reasons for such rejection.

5.3 Following receipt of a written notice of rejection of the Services, the Company shall have a reasonable period (agreed by both parties in writing) during which the Company shall correct the faults which caused the notice of rejection to be issued.

5.4 If the Company fails to correct the faults which caused the notice of rejection to be issued to the reasonable satisfaction of the Client within the period agreed (as in clause 5.3 above), the Client shall be entitled to terminate this Contract or any part of the Services. In such circumstances the Client shall pay for Services delivered in accordance with the Contract on a quantum meruit basis.

5.5 The Company shall remove and/or re-execute (at the choice of the Client) any work that has been rejected by the Client.

5.6 The Client may require the immediate removal from its premises of anything delivered by the Company which, in the reasonable view of the Client, is hazardous or noxious. The Company shall comply with any such request at its own expense.

6. COMPANY'S PERSONNEL

6.1 The Company shall make Key Personnel available for the purposes of the Services.

6.2 If and when requested by the Client, the Company shall provide the Client with a list of the names of any person being used in the Services specifying, in each case, the capacities in which they are involved and giving such other particulars and evidence of identity and other supporting evidence as the Client may reasonably require.

6.3 The Company shall comply with any notice reasonably given by the Client stating that a person named in the notice is not to be involved any further in the provision of the Services. The Company shall replace any such person with someone of equivalent skills and qualifications.

6.4 The Company and the Client shall not unlawfully discriminate within the meaning and scope of the law relating to discrimination in employment. The Company shall take all reasonable steps to secure the observance of these provisions by all servants, sub-companies or agents of the Company.

7. SECURITY AND USE OF CLIENT'S PREMISES

7.1 Where the Services is being carried out at Premises owned or occupied by the Client:

a) the Company shall comply and shall ensure that its staff, sub-contractors and agents comply with any rules or regulations applied by the Client in relation to security at its premises;

b) . The decision of the Client on whether someone may be admitted to its Premises is final. The Company shall bear the cost of complying with such a notice.

d) The Company shall pay the costs of making good any damage to the Premises (and any fixtures and fittings of the Premises) caused by its employees, agents or sub- contractors other than fair wear and tear.

e) The Company shall occupy the Premises as a licensee.

f) The Company shall co-operate with any other person, firm or company which is providing services to the Client at the same time as the Company.

8. PAYMENT

8.1 In consideration of the carrying out of the Services by the Company the Client shall pay the Company the Price.

8.2 The Company shall submit an invoice for the Services to the Client's address for invoices given in the Purchase Order. The invoice shall contain the Order Number and a description of the Services carried out and the Price payable.

8.4 The Client shall pay the Company within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the reasonable satisfaction of the Client.

8.5 In addition to the Price, the Client shall pay the Company a sum equivalent to any Value Added Tax chargeable in respect of the Services. Value Added Tax shall be shown as a separate item on the Company's invoice.

8.6 The Company shall implement any legislative requirement to account for goods and services in Euro instead of or as well as Sterling at no cost to the Client. The Client shall provide all reasonable assistance to facilitate any such requirement.

9. RECOVERY OF SUMS DUE

9.1 If any sum is recoverable from or payable by the Company under the Contract, that sum may be deducted from any sum then due or which at a later date becomes due to the Company under the Contract or under any other agreement with the Client.

9.2 The Company will charge interest in accordance with the Late Payment of Commercial (Interest) Act 1998, and as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. A late payment will constitute a payment made later than that agreed in 8.4 above.

10. AUDIT

10.1 The Company shall keep and maintain until two years after the Contract has been completed records to the satisfaction of the Client of all expenditures that are reimbursable by the Client. These records shall include records of the hours worked and costs incurred by the Company or any employees of the Company in connection with the Services. The Company shall on request afford the Client or any person reasonably specified by the Client such access to those records as may be required by the Client in connection with the Contract, subject to the Company complying with obligations of confidentiality and reserving the right to redact commercially sensitive information.

11. INTELLECTUAL PROPERTY

11.1 Save insofar as the Company is prevented from doing so by any agreement or arrangement with a third party, the Intellectual Property Rights (including the copyright) in any reports, documentation or materials produced as part of the Services are hereby assigned to and shall vest in the Client. This condition shall survive the termination of this Contract. IPR will be transferred upon the payment of the final invoice. Until such time as the final payment has been made copyright and IPR shall remain wholly with the Company.

11.2 Save where the Services uses documentation and materials supplied by the Client, the Company warrants insofar as it is aware having made reasonable enquiries that none of the documentation and materials used or created as part of the Services shall infringe any patent, trade mark, registered design, copyright or other rights in industrial property of any third party.

11.3 Subject to the limit on liability contained in clause 14.1 the Company shall indemnify the Client against all actions, demands, charges, expenses and costs (including legal costs) which the Client may incur as a result of or in connection with any breach of clause 11.2.

12. HEALTH AND SAFETY

12.1 The Company shall notify the Client upon becoming aware of any health and safety hazards which may arise in connection with the performance of this Contract.

12.2 Where the Services are being carried out at land or premises owned or occupied by the Client, the Client shall notify the Company of any health and

safety hazards which may exist or arise at its premises and which may affect the Company. The Company shall draw these hazards to the attention of any of its employees, subcontractors or agents who may be affected by them and instruct such persons in connection with any necessary safety measures, which could include withdrawal of personnel from premises. The Client shall co-operate fully with the Company's proposals in this regard. Nothing in this clause 12.2 shall relieve the Client of any obligation to comply with health and safety legislation.

13. CONFIDENTIALITY AND OFFICIAL SECRETS

13.1 The Company undertakes to comply and to procure that its employees comply with the provisions of the Official Secrets Acts 1911 to 1989, where relevant.

13.2 The Company undertakes to keep secret and not to disclose and to procure that its employees, sub- contractors and agents keep secret and do not disclose any information of a confidential nature which it has obtained by reason of this Contract. Nothing in this clause applies to information which is already in the public domain or the possession of the Company other than by reason of breach of this clause.

13.3 The provisions of this Condition shall survive the termination of this Contract however that occurs.

14. INDEMNITY AND INSURANCE

14.1Without prejudice to any rights or remedies of the Parties each Party shall indemnify the other Party against all actions, demands, losses, expenses and costs (including legal costs) which a non-defaulting Party may suffer or incur resulting directly or indirectly from any negligence or breach of this Contract by the defaulting Party. Liability shall be limited to the Contract value. Nothing in this Contract shall exclude or restrict liability for personal injury or death arising from either the Company's or the Client's negligence.

14.1The Company warrants that it has in place with a reputable insurance company a policy or policies of insurance sufficient to meet its obligations under this Contract. At the request of the Client the Company shall produce the relevant policy of insurance together with evidence of payment of its latest premium

15. CHANGE CONTROL

15.1 This Contract may not be varied or amended unless the variation or amendment is in writing and agreed by both the Client and the Company.

15.2 The price for any variation (if applicable) shall be the fair and reasonable price taking into account the market price available to the Client for similar services. The Company shall supply the Client with all information necessary to allow the Client to ascertain whether the price is fair and reasonable.

15.3 If any change is agreed to anything included on the Purchase Order the Client reserves the right to issue a replacement Purchase Order. These terms and conditions shall apply to any replacement purchase order as if it were the original Purchase Order.

16. ASSIGNMENT OR SUB-CONTRACTING

16.1 The Company shall not assign or sub-contract any part of the Services without the written consent of the Client such consent not to be unreasonably withheld or delayed (and such consent being deemed provided for any assignment required by the Company pursuant to a restructuring of the group of Companies of which the Company forms part).

16.2 No sub-contracting of this Contract shall in any way relieve the Company of its obligations under the Contract.

16.3 Where the Company enters a sub-contract for the purpose of performing this Contract it shall ensure that the sub-contract has a term requiring the Company to pay the sub-Company within 30 days of receipt of a valid invoice.

17. RIGHTS OF THIRD PARTIES

17.1 This Contract shall not create any rights which are enforceable by anyone other than the Parties.

18. TERMINATION

18.1 The Company shall notify the Client in writing immediately upon the occurrence of any of the following events:

a) (where the Company is an individual) if a petition is presented for the Company's bankruptcy or a criminal bankruptcy order is made against the Company, or the Company makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs;

b) (where the Company is a firm; or a number of persons acting together in any capacity) if any event in (a) or (c) of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Company to be wound up as an unregistered company; or

c) where the Company is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

18.2 The Client shall be entitled to terminate this Contract by notice to the Company with immediate effect if:

a) any of the events described in Condition 18.1 occurs;

b) the Company has committed a material breach of this Contract and (if such breach is capable of remedy) has failed to remedy such breach within thirty days of being required by the Client in writing to do so; or

19. NOTICES

19.1 Any notice or communication regarding or pursuant to this Contract must be given in writing and must be delivered in person or sent by post. Communications must be sent to the address for communications given in the Contract. Communications to the Client must be sent to its address given for the buyer contact on the Purchase Order and not its address for invoices.

19.2 A notice or communication shall be deemed to have been received two working days after posting in the case of first class delivery and four working days after posting in the case of second class delivery unless the receiving party proves otherwise.

20. DISPUTES AND MEDIATION

20.1 Before resorting to litigation, the Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Contract.

20.2 If the Parties are unable to resolve the dispute, either party may, at any time, refer the dispute to mediation by a neutral advisor or mediator, ("the Mediator"), or, if required to the accreditation body ultimately responsible for the accreditation of the services, such as CREST.

20.3 If the Parties are unable to agree on a Mediator within 7 days of the request by one party to refer the dispute to mediation, they shall apply to the Centre for Dispute Resolution ("CEDR") to appoint a Mediator.

20.4 The Parties shall seek to agree directions for how the mediation is conducted and, failing agreement, they shall seek directions from the Mediator.

20.5 If the Parties reach agreement on the resolution of their dispute the agreement shall be reduced to writing and shall be binding.

21. FORCE MAJEURE

21.1 If the Company is prevented from carrying out its obligations under the Contract as a result of any cause such as but not limited to Acts of God, War, Strikes, Lock outs, Floods and Failure of Third Parties, the Company shall be relieved of its obligations and liabilities under the Contract for as long as the fulfilment is prevented.

22. GOVERNING LAW

22.1 Unless the Purchase Order specifies otherwise, this Contract shall be governed by and construed in accordance with the law of England and Wales and shall subject to clause 20 be subject to the exclusive jurisdiction of the courts of England and Wales.