



The Commonwealth

Terms and Conditions for Provision of Consultancy Services

In this Agreement, unless the context requires otherwise, the following words and phrases have the meanings set opposite them:

Agreement	means this Agreement, any Statement of Engagement and any Schedules, Appendices or Annexes attached hereto;
Applicable Laws	all applicable laws, statutes, regulations and codes from time to time in force relevant to the provision of the Services;
Business Day	a day that is not a Saturday or Sunday or any day that is a not bank holiday in the location of the Party obliged to act on the relevant date under the Agreement;
Charges	means the Charges payable by the Secretariat to the Consultant as set out in the Statement of Engagement;
Commencement Date	means the start date for the provision of the Services as set out in the Statement of Engagement;
Confidential Information	means all information or data (in whatever form conveyed or on whatever media stored) of a confidential or proprietary nature disclosed to or received by the Consultant (by any means), or to which the Consultant has access, whether or not labelled or designated as confidential, relating to the products, services, business or proposed business, finances, transactions, staff and affairs of the Secretariat or any supplier, partner, employee, including Intellectual Property Rights, trade secrets, information in respect of which the Secretariat is bound by an obligation of confidentiality to a third party or any other information which is designated as confidential by the Secretariat or which the

	Consultant should reasonably be aware is confidential;
Deliverables	means without limitation any and all works of authorship, products, materials, discoveries, inventions, research, processes, systems, programs (including software programs and source code), formulae, component lists, operating and training manuals, databases, instructions, manuals, brochures, catalogues, process descriptions, know-how, data, diagrams, charts, results, reports, information, methodologies, ideas, concepts, designs, documents, models, prototypes, sketches, drawings, plans, photographs, specifications and studies created or developed by the Consultant and/or any Subcontractor in providing the Services (either alone or jointly with others) including without limitation those set out in the Statement of Engagement;
Engagement	the engagement of the Consultant by the Secretariat in accordance with the terms of this Agreement and the Statement of Engagement;
Equipment	means the Property provided (or procured to be provided) by the Secretariat for the purposes of providing the Services, as further described in the Statement of Engagement;
Existing IPR	means any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Agreement (whether prior to the date of the Agreement or otherwise);
Good Industry Practice	means the exercise of that degree of skill, care, and efficiency as would be expected from a leading

	company in the relevant industry or business sector;
Individual	means, where the Consultant is an employment business, the individual(s) provided by the Consultant for the delivery of the Services as named in the Statement of Engagement or such Substitute as appointed further to clause 3.9;
Intellectual Property Rights	<p>means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, the right to sue for passing off, utility models, domain names and all similar rights and, in each case:</p> <p>(a) whether registered or not;</p> <p>(b) including any applications to protect or register such rights;</p> <p>(c) including all renewals and extensions of such rights or applications;</p> <p>(d) whether vested, contingent or future; and</p> <p>wherever existing;</p>
New IPR	(e) means all and intellectual property rights in any materials created or developed by or on behalf of the Consultant pursuant to the Agreement but shall not include the Consultant's Existing IPR;
Personal Data	(f) means any information relating to a living individual who can be identified, directly or indirectly,

	<p>in particular by reference to:</p> <p>(g) (a) an identifier such as a name, an identification number, location data or an online identifier; or</p> <p>(b) one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual;</p>
Policies	means any policies or guidance of the Secretariat in place from time to time and made available to the Consultant at: Corporate Policies Commonwealth (thecommonwealth.org) or otherwise provided to the Consultant by the Secretariat;
Premises	means land or buildings belonging to the Secretariat where the Services are performed;
Property	means any property, other than land or buildings, equipment, and software issued or made available to the Consultant's personnel by the Secretariat in connection with this Agreement, including without limitation the Equipment;
Quote	means the quote (for the Services) provided to the Secretariat by the Consultant prior to entering into the Agreement and on which the Engagement is based.
Secretariat's Code of Ethics	means the Secretariat's Code of Ethics in place from time to time and made available to the Consultant at Corporate Policies Commonwealth (thecommonwealth.org) or otherwise provided to the Consultant by the Secretariat;

Statement of Engagement	means the statement contained in Schedule 1 (Statement of Engagement);
Substitute	a substitute for the Individual appointed under the terms of clause 3.9;
Termination Date	means the date upon which this Agreement terminates for whatever reason;
Working Day	means: For the Secretariat: a day that is not a Business Day and not a day which falls on or within the following dates: 25 th December – 1 st January, and Commonwealth Day (the second Monday in March); and for the Consultant: a Business Day; and For the Consultant: a Business Day; and
VAT	means value added tax or any equivalent, similar or replacement tax chargeable in the UK or elsewhere.

1 Commencement and duration of Engagement

- 1.1 The Consultant's Engagement under this Agreement will commence on the Commencement Date and will continue for the term set out in the Statement of Engagement (or where no such term is set out shall continue until the completion of the Services to the satisfaction of the Secretariat), when it will automatically terminate unless terminated in accordance with Clause 14 below.
- 1.2 The Secretariat may extend the Consultant's Engagement under this Agreement in writing before the Agreement would otherwise expire.

2 Consultant's Status

- 2.1 In the event that the Consultant is not an individual person, the Consultant shall be responsible for appointing and procuring that the Individual provides the Services in

accordance with the terms of this Agreement, and the Statement of Engagement. The Consultant shall be responsible for all acts and omissions of the Individual as if they were its own and any of the Consultant's obligations or undertakings set out in this Agreement shall be deemed to be an obligation to procure the compliance with such term by the Individual.

- 2.2 The Consultant is an independent consultant or any Individual (where applicable) and neither it nor the Individual will be regarded, for any purposes, as being an employee of the Secretariat and as such will not be entitled to any pension, bonus, holiday, sickness or other fringe benefits from the Secretariat. Therefore, nothing within or relating to this Agreement will establish the relationship of employer and employee between the Consultant [or the Individual] and the Secretariat.

- 2.3 Neither the Consultant or any Individual (if applicable) will, without the prior written consent of the Secretariat, have authority to commit the Secretariat to any legally binding arrangement or agreement, nor incur expenditure in the name or for the account of the Secretariat, nor sign any document, nor make any promise on behalf of the Secretariat.

- 2.4 Subject to clause 3.5, during the Engagement the Consultant shall not be required to provide any advice and assistance that is outside the scope of the agreed Statement of Engagement, any additional advice or assistance must be agreed in accordance with this clause 2.4.

- 2.5 The Secretariat will be under no obligation to offer the Consultant further work, nor shall the Consultant be under any obligation to accept any offer of work made by the Secretariat.

3 Provision of Services

- 3.1 During the Term, the Consultant shall provide the Services to the Secretariat as the Secretariat may direct from time to time:

- 3.1.1 in accordance with this Agreement and the Statement of Engagement;
- 3.1.2 with all due care, skill and diligence; and
- 3.1.3 in accordance with Good Industry Practice and Applicable Laws.
- 3.2 During the Term, the Consultant shall comply with and deliver the Services in accordance with the Secretariat Code of Ethics and the Policies.
- 3.3 The Consultant shall meet any performance dates and/or milestones for the Services or Deliverables specified in the Statement of Engagement or that the Secretariat notifies to the Consultant and time is of the essence in relation to any of those performance dates. The Consultant will frequently keep the Secretariat informed of progress against such milestones and will produce all such information and reports in such form as the Secretariat may reasonably require from time to time. Where progress reports are required to be submitted, the Consultant shall render those reports at such time and in such form as may be specified by the Secretariat
- 3.4 The Consultant agrees to make itself and procure that the Individual (if applicable) is available to provide the Services at the times and dates set out in the Statement of Engagement for the provision of the Services (or if no such time is specified in the Statement of Engagement, as much as is required in order to properly perform the Services), together with such additional time as may be reasonably necessary for the provision of the Services as specified by the Secretariat from time to time or as otherwise agreed between the Parties.
- 3.5 If any incidental services, functions or responsibilities not specifically described in the Statement of Engagement or elsewhere in this Agreement as being within the scope of the Consultant's responsibilities are reasonably required and strictly necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement. For the avoidance of doubt, the Consultant shall not be entitled to any additional Charges in respect of the performance of any such incidental services, functions or responsibilities.
- 3.6 The Consultant will immediately notify the Secretariat in writing if at any time during the period of this Agreement the Consultant is unable to provide the Services in accordance with this Agreement or the Statement of Engagement supported by the relevant reason(s).
- 3.7 While the Consultant's method of work is its own, the Consultant will comply with the reasonable requests of the Secretariat and will work and co-operate with any employee or other consultant of the Secretariat.
- 3.8 The Consultant may with the prior written consent of the Secretariat use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:
- 3.8.1 the Secretariat will not be liable to bear the cost of such functions;
- 3.8.2 at the Secretariat's request the third party shall be required to enter into direct undertakings with the Secretariat including with regard to confidentiality and data processing; and
- 3.8.3 the Consultant shall be responsible for all acts and omissions of such third party as if it were its own.
- 3.9 Unless otherwise specified in the Statement of Engagement, the Consultant may, with the prior written approval of the Secretariat, appoint a suitably qualified Substitute of equivalent levels of relevant skills and experience to the Consultant and/or the Individual. The Consultant shall provide all reasonable information concerning the proposed substitute to enable the Secretariat to consider the proposal. The Consultant shall procure that any Substitute shall be required to enter into direct undertakings with the Secretariat including with regard to confidentiality. If the Secretariat accepts the Substitute the Consultant shall continue to invoice the Secretariat in accordance with Clause 6 and shall be responsible for all acts and omissions of the Substitute as if they were its own.
- 4 Materials, Equipment and Property**
- 4.1 Materials provided by the Consultant
- 4.1.1 Any materials, instruments, equipment and processes provided by the Consultant for use in connection with the provision of the Services ("**Consultant Materials**") shall be in accordance with the standards required by Applicable Laws and the Consultant will be liable, at its own cost, to keep any such

	<p>Consultant Materials in good and serviceable condition and ensure that any technology used is kept up-to-date, such as to ensure the quality of the Services provided to the Secretariat is at all times in accordance with the terms of this Agreement.</p>	<p>4.3.1.1 Whilst on the Premises, the Consultant shall comply with such rules, security measures, regulations and other requirements as may be in force in respect of the conduct of persons attending and working on the Premises.</p>
<p>4.1.2</p>	<p>Where the Consultant Materials include computer equipment (including any storage devices and storage media used with it) for the provision of the Services, the Consultant shall ensure that:</p>	<p>4.3.1.2 Where the Services are performed on the Premises, the Secretariat shall provide reasonable access to the Premises. The Consultant shall have use of the Premises without charge as a licensee and shall vacate those Premises on termination of this Agreement.</p>
	<p>4.1.2.1 it is free of any virus or malware;</p>	
	<p>4.1.2.2 it is available for audit by the Secretariat's ICT department, or equivalent person from time to time as reasonably required by the Secretariat; and</p>	<p>4.3.1.3 The Consultant shall not use the Premises for any purpose other than the provision of the Services unless through the prior written approval of the Secretariat.</p>
	<p>4.1.2.3 it is not connected at any time to the Secretariat's computer network.</p>	
<p>4.1.3</p>	<p>All Consultant Materials shall be at the risk of the Consultant. The Secretariat shall have no liability for any loss of or damage to any Consultant Materials unless the Consultant is able to demonstrate that such loss or damage was caused by any act, neglect or default of the Secretariat.</p>	<p>4.3.1.4 On termination of this Agreement, the Consultant shall at its cost and expense, subject to the provisions herein, remove all Consultant Materials and shall clear away from the Premises all waste arising from the performance of the Services and shall leave the Premises in a reasonably clean and tidy condition.</p>
<p>4.2</p>	<p>Use of Secretariat Property</p>	
<p>4.2.1</p>	<p>The Secretariat will provide or procure the provision of the Equipment to be used in the delivery of the Services, as specified in the Statement of Engagement. All of the Property shall remain the property of the Secretariat and shall be used in the performance of this Agreement and for no other purpose without the prior written consent of the Secretariat.</p>	<p>4.3.1.5 The Consultant shall provide any information, identification, security or vetting details as may be reasonably required by the Secretariat for the purposes of maintaining security at the Premises.</p>
<p>4.2.2</p>	<p>The Consultant shall be liable for any loss of or damage to any of the Property resulting from its use by the Consultant unless the Consultant is able to demonstrate that such loss or damage was caused by the act, neglect or default of the Secretariat.</p>	<p>4.3.1.6 The Secretariat shall be entitled to require the removal of the Consultant (or any Individual or Substitute) from the Premises, in the event that it reasonably considers that their presence at the Premises causes any risk of damage to property, persons or reputation of the Secretariat.</p>
<p>4.2.3</p>	<p>The Consultant shall maintain any Property used by the Consultant in good and serviceable condition, fair wear and tear excepted and shall on the termination or expiry of this Agreement, or upon request from the Secretariat, immediately and at its own cost return any Property to the Secretariat at a location nominated by the Secretariat.</p>	<p>4.3.1.7 The Consultant shall promptly return any security pass if at any time the Secretariat so requires or if the person for whom it was issued ceases to be involved in the performance of the Services. The Consultant shall promptly return all passes on termination of this Agreement.</p>
<p>4.3</p>	<p>Use of the Premises</p>	

- 4.3.1.8 The Secretariat shall have the right to carry out any search of the Consultant or of vehicles used by the Consultant at the Premises. The Consultant shall co-operate with any investigation relating to security which is carried out by (or by any person who is responsible to) the Secretariat for security matters from time to time.
- 5 Travel and expenses**
- 5.1 If the Consultant Individual is required to travel on assignment for the Secretariat, and save to the extent otherwise agreed in the Statement of Engagement, the parties shall comply with and the Consultant shall be entitled to recover such expenses as are permitted under the Secretariat's Travel and Expenses Policy as provided by the Secretariat from time to time (the "Travel and Expenses Policy").
- 5.2 The Consultant is fully responsible for arranging, at their own expense, such life, health and other forms of insurance covering the term of this Agreement as it considers appropriate and shall be responsible for any necessary inoculations and immigration requirements.
- 5.3 Unless otherwise stated in the Statement of Engagement, the Travel and Expenses Policy or this Clause 5, the Consultant shall be responsible for all out-of-pocket expenses and normal overhead expenditure incurred by the Consultant in the provision of the Services. For the avoidance of doubt, unless agreed in writing between the Parties or in the Statement of Engagement, the Consultant will not be reimbursed separately for these expenses.
- 6 Payment**
- 6.1 The Secretariat will pay the Consultant in consideration of the provision of the Services in accordance with the Charges (which shall be calculated by the Consultant in accordance with the basis of pricing set out in the Statement of Engagement) within thirty (30) Working Days of receipt by the Secretariat of a correctly rendered invoice submitted in accordance with Clause 6.4 (*Payment*).
- 6.2 Any payments to the Consultant are subject to satisfactory performance on the Consultant's part and submission of deliverables by or before the agreed due dates and are further subject to the conditions set out in clauses 6.6 and 6.8 regarding VAT.
- 6.3 Unless otherwise stated in the Statement of Engagement, the Consultant shall be responsible for all out-of-pocket expenses and normal overhead expenditure incurred by the Consultant in the provision of the Services. For the avoidance of doubt, unless agreed in writing between the Parties or in the Specification, the Consultant will not be reimbursed separately for these expenses.
- 6.4 The Consultant will render invoices for the Charges:
- 6.4.1 at the frequency/times set out in the Statement of Engagement; or
- 6.4.2 where no such timing is detailed in the Statement of Engagement, following delivery or provision of the relevant Services.
- 6.5 Where the Statement of Engagement details a daily or hourly rate as a basis for calculating the Charges, the Consultant shall provide timesheets to the Secretariat, which give details of the hours worked by the Consultant.
- 6.6 All Charges, sums, consideration, prices or other amounts stated within or payable pursuant to the Agreement shall be inclusive of VAT (if any) and any other taxes or duties under applicable laws. The Secretariat shall not be liable for any tax, duty, contribution or other amount payable by the Consultant. Payment of such taxes, duties, contributions and other amounts shall remain the individual responsibility of the Consultant in accordance with applicable laws.
- 6.7 The Consultant shall indemnify the Secretariat on a continuing basis against any liability, which arises at any time in any case in respect of the Consultant's failure to account for or to pay any taxes, duties, contributions or other amounts relating to supplies made by or payments made to the Consultant under or pursuant to this Agreement, including, for the avoidance of doubt, any related interest and penalties that are levied, demanded or assessed on the Secretariat and any costs and expenses incurred by the Secretariat.
- 6.8 All prices quoted by the Consultant (before the date of this Agreement) must show and identify separately any VAT which it intends to charge to the Secretariat in respect of the supply of Services under or pursuant to this Agreement (as part of the Charges or otherwise). Where the Charges (or other amounts due under the Agreement) include an amount in respect of

- VAT, the Secretariat shall not be liable to pay such amount in respect of VAT unless (i) it has been expressly agreed in writing between the parties in the Statement of Engagement that the Secretariat shall do so; (ii) such VAT was separately shown and identified in the relevant Quote(s); and (iii) the Secretariat has first been provided by the Consultant with a valid VAT invoice in respect of the relevant supply of Services and the Consultant is registered for VAT.
- The Consultant shall provide supporting documentation, including but not limited to all relevant timesheets, receipts (if applicable), a list of the Services to which the invoice relates and a reference to this Agreement, as well as any other information as reasonably requested by the Secretariat from time to time.
- 6.9 Where the Secretariat disputes in good faith and upon reasonable grounds any sum invoiced by the Consultant, the Secretariat may withhold payment in respect only of the amount under dispute pending resolution of the dispute. In the event of such dispute, the Consultant shall continue to perform all its obligations under this Agreement notwithstanding any withholding or reduction in payment by the Secretariat.
- 6.10 Any overpayment by the Secretariat to the Consultant shall be a sum of money recoverable from the Consultant. Wherever any sum of money is payable to the Secretariat by the Consultant as a sum specifically ascertained under or in respect of this Agreement (including any sum which the Consultant is liable to pay to the Secretariat in respect of any breach of this Agreement), the Secretariat may unilaterally deduct that sum from any sum then due or which at any later time becomes due to the Consultant under this Agreement or under any other contract with the Secretariat.
- 6.11 The Secretariat may deduct or adjust payment in respect of any Services which the Consultant has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Secretariat.
- 6.12 The Consultant shall keep secure and maintain until six (6) years after the final payment of all sums due under this Agreement, or such other period as may be agreed between the Parties, full and accurate records of the Services provided, all expenditure reimbursed by the Secretariat and all payments made by the Secretariat. The Consultant shall grant to the Secretariat, or its authorised agents, such access to those records as it may reasonably require in order to check the Consultant's compliance with this Agreement.
- 6.13 Unless otherwise stated in the Statement of Engagement, the Consultant shall be responsible for all out-of-pocket expenses and normal overhead expenditure incurred by the Consultant in the provision of the Services. For the avoidance of doubt, unless agreed in writing between the Parties or in the Specification, the Consultant will not be reimbursed separately for these expenses.
- 7 Tax and National Insurance**
- 7.1 As the Consultant and the Individual (if applicable) is an independent contractor the Consultant acknowledges that the Secretariat will not operate its own internal income tax regime, nor will the Secretariat account for income tax to any tax authorities in any relevant jurisdiction or make or deduct any national insurance contributions or equivalent social security contributions in any relevant jurisdiction on any amount payable under this Agreement.
- 7.2 The Consultant will be responsible for, and will account to the appropriate authorities for, all income tax liabilities and national insurance or similar contributions payable in respect of the payments made to the Consultant under this Agreement on a self-assessment basis.
- 8 Confidential Information**
- 8.1 Except in the proper performance of the Consultant's obligations under this Agreement, the Consultant will not during the period of this Agreement or at any time after the Termination Date, without the prior written approval of the Secretariat, for the Consultant's own benefit or for the benefit of any other person or organisation, directly or indirectly disclose to any person any Confidential Information which has come to the Consultant's knowledge during or in connection with this Agreement.
- 8.2 The Consultant will not during the period of this Agreement make any notes, memoranda, records, tape recordings, computer programs or any other form of record relating to any matter within the scope of the business of the Secretariat or concerning any of the dealings of the Secretariat.
- 8.3 The Consultant shall take all necessary precautions to ensure that all Confidential Information obtained from the Secretariat under or in connection with this Agreement is:

- 8.3.1 given only to such of the Consultant personnel and professional advisers or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement; and
- 8.3.2 treated as confidential and not disclosed (without prior written approval of the Secretariat) or used by any Consultant personnel or such professional advisers or consultants otherwise than for the purposes of this Agreement.
- 8.4 Where it is considered reasonably necessary from time to time in the opinion of the Secretariat and on request by either such party, the Consultant shall ensure that its personnel, professional advisers, consultants or the Individual signs a confidentiality undertaking before commencing work in connection with this Agreement. The Consultant shall ensure that its personnel or its professional advisors or third party contractors are aware of the Consultant's confidentiality obligations under the terms of this Agreement.
- 8.5 The restrictions contained in this Clause 8 (Confidential Information) will not apply to:
- 8.5.1 any Confidential Information which is already in or (otherwise than through the Consultant's unauthorised disclosure) becomes available to, or within the knowledge of, the public generally; or
- 8.5.2 any use or disclosure authorised by the Secretariat or required or protected by law.
- 8.6 Nothing in this Clause 8 (Confidential Information) shall prevent the Secretariat from:
- 8.6.1 disclosing any Confidential Information for the purpose of the examination and certification of the accounts of the Secretariat; or
- 8.6.2 disclosing any Confidential Information obtained from the Consultant to:
- a) any government department or agency. All government departments or agencies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or agencies on the basis that the information is confidential and is not to be disclosed to a third party which is
- not part of any government department or agency; or
- b) any person engaged in providing any services to the Secretariat for any purpose relating to or ancillary to this Agreement,
- provided that in disclosing information under Clauses 11.6.1 a) or b) (Confidential Information) the Secretariat discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 9 Intellectual Property**
- 9.1 The Secretariat shall be entitled to and the Consultant hereby assigns to the Secretariat all IPRs in the Deliverables and any other IPRs related to or produced or prepared or collected in consequence of, or during the course of, the performance of this Agreement, and the Consultant acknowledges and agrees that such products, processes, inventions, ideas, know-how, documents and other materials constitute works made for hire for the Secretariat .
- 9.2 The Consultant must obtain the prior written approval of the Secretariat to:
- 9.2.1 use the name, acronym or logo of the Secretariat or any abbreviation thereof; and
- 9.3 publish articles, books or other material in its personal capacity which relates to its work for the Secretariat or has any direct or indirect connection with the Deliverables.
- 9.4 Each Party keeps ownership of its own Existing IPRs. The Consultant hereby grants the Secretariat a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Consultant's Existing IPR to enable it to both:
- 9.4.1 receive and use the Services and the Deliverables; and
- 9.4.2 make use of the services provided by any replacement Consultant.
- 9.5 The Secretariat hereby grants the Consultant a licence to use any Existing IPRs and New IPRs solely for the purpose of fulfilling its obligations under the Agreement.
- 9.6 Where a Party acquires ownership of Intellectual Property Rights incorrectly under this Agreement it must do everything

	reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.		to be included in contracts between controllers and processors.
9.7	The Consultant warrants that the Services and Deliverables do not and that it will not, in the course of providing the Services, infringe the Intellectual Property Rights of any third party.	10.4	The Consultant shall carry out any processing of the Personal Data of the Secretariat only in order to provide the Services, strictly in accordance with any instructions provided by the Secretariat, and shall not divulge in whole or in part any of the Personal Data held by the Secretariat and to any person, except to the extent necessary for the proper performance of this Agreement. The Consultant shall promptly notify the Secretariat if, in its opinion, the Secretariat's instructions do not comply with the Data Protection Legislation. The Consultant shall promptly and fully co-operate with any reasonable request by the Secretariat to amend, transfer, delete or otherwise process the Personal Data specified by the Secretariat, or to stop, mitigate or remedy any unauthorised processing.
9.8	The Consultant will indemnify and keep indemnified the Secretariat from and against any claims, proceedings, actions, losses, damages, costs (including legal fees), expenses and any other liabilities arising from or incurred by the use by the Consultant, in the performance of the Agreement, or the use by the Secretariat following delivery by the Consultant, of any Deliverables which involve any infringement of the Intellectual Property Rights of any third party.		
10	Data Protection	10.5	The Consultant shall ensure that all appropriate technical and organisational measures are in place in order to protect any Personal Data held by the Consultant concerning the Secretariat against unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution, and against accidental or unlawful loss, destruction, alteration, disclosure or damage.
10.1	The Consultant shall comply with the terms of the Data Protection Act 2018, the General Data Protection Regulation (regulation EU 2016/679), any data protection legislation outside of the EU within countries in which the Parties operate and Electronic Communications (EC Directive) Regulations 2003 (and any revisions thereof, collectively referred to as Data Protection Legislation) concerning the processing of Personal Data under this Agreement.	10.6	The Consultant shall not transfer Personal Data to any other person without the prior written consent of the Secretariat, and then at all times in compliance with any conditions on which the Secretariat makes its consent subject, and only: (i) if located in the UK or European Economic Area outside of; and ii) if located outside of the UK or European Economic Area from: the UK or European Economic Area if an appropriate safeguard under Data Protection Legislation approved by the Secretariat is in place. If the Consultant is required by domestic law, court or regulator (including the Information Commissioner or equivalent) to process or disclose the Personal Data to a third party, the Consultant must first inform the Secretariat of such legal or regulatory requirement and give the Secretariat an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.
10.2	The Secretariat is an international organisation under the UK Commonwealth Secretariat Act 1966 and, by virtue of its associated privileges and immunities, is not bound by Data Protection Legislation. However, the Secretariat respects local law and follows international best practice as it relates to data protection. It accepts that Consultant may be bound by Data Protection Legislation and will coordinate with the Consultant to enable it to fulfil its obligations pursuant to this. Notwithstanding the remainder of this Clause 10 (Data Protection), it will carry out the duties of the role of a data controller as described by Data Protection Legislation.	10.7	The Consultant may only authorise a third party (a "Subcontractor") to process the Personal Data if: (a) the Secretariat provides written consent prior to the appointment of each Subcontractor; (b) the Consultant enters into a written contract with the Subcontractor that contains terms in relation to requiring appropriate technical and organisational data security measures, and, upon the Secretariat's
10.3	The Secretariat remains solely responsible for determining the purposes and manner of the Consultant's processing of data of the Secretariat under this Agreement. The Consultant agrees only to process Personal Data for and on behalf of the Secretariat in accordance with the instructions of the Secretariat and only for the purpose of fulfilling its obligations under this Agreement. The table in the Statement of Engagement includes the information regarding the processing required		

- written request, provides the Secretariat with copies of the relevant excerpts from such contracts; (c) the Consultant maintains control over all of the Personal Data it entrusts to the Subcontractor; and (d) the Subcontractor's permission to process Personal Data processed by the Consultant under this Agreement terminates automatically on termination of this Agreement for any reason.
- 10.8 Those Subcontractors approved as at the commencement of this Agreement are as set out in the Statement of Engagement. The Consultant must list all approved Subcontractors in the Statement of Engagement and include any Subcontractor's name and location and the contact information for the person responsible for privacy and data protection compliance.
- 10.9 Where the Subcontractor fails to fulfil its obligations under the written agreement with the Consultant which contains terms substantially the same as those set out in this Agreement, the Consultant remains fully liable to the Secretariat for the Subcontractor's performance of its agreement obligations.
- 10.10 The Parties agree that the Consultant will be deemed to control legally any Personal Data controlled practically by or in the possession of its Subcontractors.
- 10.11 The Consultant shall will ensure that all of its employees: (a) are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data; (b) have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; and (c) are aware both of the Consultant's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement. The Consultant shall take reasonable steps to ensure the reliability, integrity and trustworthiness of and conduct background checks consistent with applicable domestic law on all of the Consultant's employees with access to the Personal Data.
- 10.12 Any disclosure of or access to Personal Data allowed under this Clause 10 (Data Protection) shall be made in confidence and shall extend only as far as is specifically necessary for the purposes of this Agreement.
- 10.13 The Consultant shall process such Personal Data only at sites specifically agreed in writing, in advance, with the Secretariat.
- 10.14 If the Consultant fails to comply with any provision of this Clause 10 (Data Protection), then the Secretariat may immediately terminate this Agreement by notice in writing to the Consultant provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue to the Secretariat.
- 10.15 The Consultant shall notify the Secretariat immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either Party's compliance with the Data Protection Legislation. The Consultant shall notify the Secretariat within two (2) Working Days if it receives a request from a data subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation. The Consultant will give the Secretariat, at no additional cost to the Secretariat, its full co-operation and assistance in responding to any complaint, notice, communication or data subject request.
- 10.16 The Consultant shall within twenty four (24) hours and in any event without undue delay notify the Secretariat if it becomes aware of: (a) the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data (in which case the Consultant will restore such Personal Data at its own expense as soon as possible); (b) any accidental, unauthorised or unlawful processing of the Personal Data; or (c) any breach of Data Protection Legislation. Where the Consultant gives such notice it shall, without undue delay, also provide the Secretariat with the following information: (d) description of the nature of the events giving rise to the notification, including the categories of in-scope Personal Data and approximate number of both data subjects and the Personal Data records concerned; (e) the likely consequences; and (f) a description of the measures taken or proposed to be taken to address the circumstances giving rise to the notification, including measures to mitigate its possible adverse effects.
- 10.17 Immediately following any accidental, unauthorised or unlawful Personal Data processing or breach of the Data Protection Legislation, the Parties will co-ordinate with each other to investigate the matter. Further, the Consultant will reasonably co-operate with the Secretariat at no additional cost to the Secretariat, in the Secretariat's handling of the matter, including: (a) assisting with any investigation; (b) providing the Secretariat with physical access to any facilities and operations affected; (c) facilitating interviews with the Consultant's employees, former employees and

- others involved in the matter including, but not limited to, its officers and directors; (d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Secretariat; and (e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the breach of Data Protection Legislation or accidental, unauthorised or unlawful Personal Data processing.
- 10.18 The Consultant will not inform any third party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or any breach of Data Protection Legislation without first obtaining the Secretariat's written consent, except when required to do so by domestic law.
- 10.19 The Consultant will cover all reasonable expenses associated with the performance of the obligations under Clauses 10.16 to 10.18 unless the matter arose from the Secretariat's specific written instructions, negligence, wilful default or breach of this Agreement, in which case the Secretariat will cover all reasonable expenses.
- 10.20 The decision of the Secretariat upon instructions or requests arising under this Clause 10 (Data Protection) shall be final.
- 10.21 The Consultant will reasonably assist the Secretariat, at no additional cost to the Secretariat, with compliance obligations under the Data Protection Legislation, taking into account the nature of the Consultant's processing and the information available to the Consultant, including in relation to data subject rights, data protection impact assessments and reporting to and consulting with the Information Commissioner's Office or any other relevant regulator.
- 10.22 On termination of this Agreement for any reason or expiry of its term, the Consultant will securely delete or destroy or, if directed in writing by the Secretariat, return and not retain, all or any of the Personal Data related to this Agreement in its possession or control. If any law, regulation, or government or regulatory body requires the Consultant to retain any documents or materials or Personal Data that the Consultant would otherwise be required to return or destroy, it will notify the Secretariat in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends. The Consultant will certify in writing to the Secretariat that it has complied with its obligations under this Clause 10.22 within two (2) Working Days of such compliance.
- 10.23 The Consultant will permit the Secretariat and its third-party representatives to audit the Consultant's compliance with its Agreement obligations, on at least five (5) Working Days' notice, during the Term. The Consultant will give the Secretariat and its third-party representatives all necessary assistance to conduct such audits. The notice requirements will not apply if the Secretariat reasonably believes that a breach of Data Protection Legislation occurred or is occurring, or the Consultant is in breach of any of its obligations under this Agreement.
- 11 Limitations on liability**
- 11.1 Unlimited liability
- 11.1.1 Neither Party limits its liability for:
- a) death or personal injury caused by its negligence, or that of its employees, agents or Sub-contractors (as applicable);
 - b) fraud or fraudulent misrepresentation by it or its employees;
 - c) breach of any obligation as to title implied by section 2 of the Supply of Goods and Services Act 1982; or
 - d) any liability to the extent it cannot be limited or excluded by law.
- 11.1.2 The Consultant's liability in respect of the indemnities provided at Clause 6 (Payment) and Clause 9.8 (Intellectual Property Rights) shall be unlimited.
- 11.2 Financial and other limits
- 11.2.1 Subject to Clause 11.1 and Clause 11.3
- 11.2.1.1 the Consultant's aggregate liability (whether for breach of contract, negligence, misrepresentation, other tort or otherwise) in respect of matters dealt with by or arising out of or in connection with this Agreement shall be limited to the amount set out in the Statement of Engagement.
- 11.2.1.2 the total aggregate liability of the Secretariat, and any of their respective employees, agents and officers (whether for breach of contract, negligence, misrepresentation, other tort or otherwise) in respect of

	<p>matters dealt with by or arising out of or in connection with this Agreement shall be limited to 100% of the total Charges paid and payable by the Secretariat to the Consultant.</p>		<p>Agreement, in respect of health and medical cover, death or personal injury or loss of or damage to property. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Consultant.</p>
11.3	Consequential Losses		
11.3.1	<p>Subject to Clause 11.1 and Clause 11.2, neither Party shall be liable to the other Party for:</p> <p>a) any indirect, special or consequential loss; or</p> <p>b) any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).</p>	12.2	<p>The Consultant shall hold employer's liability insurance in respect of its personnel and appropriate public liability insurance and, if appropriate, with professional indemnity insurance commensurate with the nature and value of this Agreement.</p>
11.3.2	<p>Notwithstanding Clause 11.3 but subject to Clause 11.1 and 11.2, the Consultant acknowledges that the Secretariat may, amongst other things, recover from the Consultant the following losses incurred by the Secretariat to the extent that they arise as a result of a default by the Consultant:</p> <p>a) any additional operational and/or administrative costs and expenses incurred by the Secretariat, including costs relating to time spent by or on behalf of the Secretariat in dealing with the consequences of the default;</p> <p>b) any wasted expenditure or charges;</p> <p>c) the additional cost of procuring replacement Services for the remainder of the Term and/or replacement Deliverables, which shall include any incremental costs associated with such replacement Services and/or replacement Deliverables above those which would have been payable under this Agreement;</p> <p>d) any compensation or interest paid to a third party by the Secretariat;</p> <p>e) any fine or penalty incurred by the Secretariat pursuant to law and any costs incurred by the Secretariat in defending any proceedings which result in such fine or penalty; and</p> <p>f) any anticipated savings.</p>	12.3	<p>The Consultant shall produce to the Secretariat, on request, copies of all insurance policies referred to in this Clause 12 (Insurance) or other evidence confirming the existence and extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies. The terms of any insurance or the amount of cover shall not relieve the Consultant of any liabilities under this Agreement. It shall be the responsibility of the Consultant to determine the amount of insurance cover that will be adequate to enable the Consultant to satisfy any liabilities referred to in this Clause 12 (Insurance), although the Secretariat reserves the right to set a minimum level of insurance for this Agreement.</p>
12	Insurance	13	Indemnity
12.1	<p>The Consultant shall affect and maintain with a reputable insurance company a policy or policies of insurance covering all the risks which may be incurred by the Consultant, arising out of the Consultant's performance of this</p>	13.1	<p>The Consultant acknowledges that the Secretariat will be relying upon the Consultant's skill, expertise and experience and warrants to the Secretariat that:</p> <p>13.1.1 the Consultant will provide the Services in the manner and to the standard reasonably specified by the Secretariat;</p> <p>13.1.2 all advice and information given and all representations and statements made and all documents provided by the Consultant will be materially accurate and appropriate for their respective purposes; and</p> <p>13.1.3 all intellectual property and information provided by the Consultant will be materially accurate and appropriate for its purpose.</p> <p>13.2 The Consultant agrees to indemnify and keep indemnified the Secretariat against any loss or costs, charges and other expenses of any nature whatsoever incurred or suffered by the Secretariat whether direct or consequential (including such arising in consequence of a claim brought against the Secretariat by a third party) in consequence of any breach of these</p>

warranties or of the terms of this Agreement or any negligence on the Consultants' part in connection with the provision of the Services.

14 Termination

14.1 The Secretariat may terminate this Agreement by written notice with immediate effect if:

14.1.1 the Consultant or the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

14.1.2 the Consultant or the Individual is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984; or

14.1.3 the Consultant or Individual is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of fifteen (15) days in any sixty (60)-day consecutive period.

14.1.4 the Consultant is in default of any obligation under this Agreement and:

- a) the Consultant has not remedied the default to the satisfaction of the Secretariat within fourteen (14) Working Days after service of written notice specifying the default and requiring it to be remedied;
- b) the default is not capable of remedy or is a fundamental breach of this Agreement;
- c) the Consultant repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

14.2 Termination with Notice

14.2.1 The Secretariat shall have the right to terminate this Agreement in whole or in part at any time by giving no less than four (4) weeks written notice to the Consultant.

14.2.2 Termination under this Clause 14.2 (Termination with Notice) shall not affect the rights of the Parties that have accrued up to the Termination Date.

14.3 In the event of termination pursuant to Clause 14.2.1 the Consultant shall be paid on a pro

rata basis determined by the Secretariat for the actual amount of work performed to the Secretariat's satisfaction at the time of termination. The Secretariat will also pay any outstanding reimbursement claims related to travel by the Consultant, provided such travel is undertaken and such expenses incurred in accordance with this Agreement.

14.4 In the event the fees already paid to the Consultant exceed the amount to which the Consultant is entitled having regard to any costs absorbed by the Secretariat as a result of any damage or loss caused by the Consultant:

14.4.1 the Consultant will refund the excess; or

14.4.2 the Secretariat may withhold such sums from any amount otherwise due to the Consultant.

14.5 Upon receipt of a notice of termination of the Agreement or expiry, the Consultant must, except as the Secretariat may otherwise direct in writing:

14.5.1 refrain from undertaking any further or additional commitments under the Agreement;

14.5.2 take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

14.5.3 deliver to the Secretariat all Deliverables in whole or in part (for the avoidance of doubt: (i) if the documents, plans, drawings, other property or information are not yet completed, the Consultant must deliver all the drafts; and (ii) the foregoing includes property and information in electronic format).

15 Assignment

15.1 The Consultant shall not assign or sub-contract any portion of this Agreement without the prior written approval of the Secretariat. Subcontracting any part of this Agreement shall not relieve the Consultant of any obligation or duty attributable to the Consultant under this Agreement.

15.2 The Secretariat may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Agreement.

15.3 Health and Safety

15.3.1 The Consultant will notify the Secretariat of any health and safety hazards which exist or may

- arise in connection with the performance of the Services.
- 15.3.2 The Consultant will, at all times:
- a) comply with all reasonable standards of safety; and
 - b) comply with the Secretariat's health and safety policies and procedures, as are notified to the Consultant from time to time.
- 15.3.3 The Consultant shall inform all its personnel engaged in the provision of the Services at the Premises of all known health and safety hazards and shall instruct those personnel in connection with any necessary safety measures.
- 15.3.4 The Consultant shall notify the Secretariat immediately in the event of any incident occurring in the performance of the Services on the Premises where that incident causes any personal injury or any damage to property which could give rise to personal injury.
- 15.4 **Discrimination**
- 15.4.1 The Consultant shall not discriminate based on a distinction of any kind, such as race, colour, sex, religion, political or other opinion.
- 15.4.2 The Consultant shall adhere to the current relevant codes of practice or recommendations published by government agencies where it is located.
- 15.4.3 The Consultant shall sign the Secretariat's Code of Ethics prior to commencing its performance of this Agreement.
- 15.4.4 **Anti-bribery and Corruption**
- 15.4.5 In this Clause 15.4.4 (Anti-bribery and Corruption), the expressions **adequate procedures** and **associated** will be construed in accordance with the UK Bribery Act 2010 and documents published under it.
- 15.4.6 The Consultant shall ensure that it (and all of its personnel and Sub-contractors):
- a) comply with the UK Bribery Act 2010, and any amendments, modifications or replacements thereof;
 - b) refrain from engaging in any activity, conduct or practice which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, conduct or practice had been carried out in the United Kingdom;
- c) comply with the Secretariat's Code of Ethics Policy;
 - d) have in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that the Consultant complies with any of the Secretariat's policies relating to prevention of bribery and corruption (as updated from time to time); and
 - e) ensure that neither the Consultant, nor any Sub-contractor, will make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or other improper payment to be made or received on its behalf, either in the United Kingdom or elsewhere, and the Consultant will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 15.4.7 The Consultant will use all reasonable endeavours to ensure that all of its personnel, Sub-contractors and any others associated with it comply with the obligations set out in Clause 15.4.6 (Anti-bribery and Corruption).
- 15.4.8 The Consultant shall not do (and warrants that in entering this Agreement it has not done) any of the following:
- a) offer, give or agree to give to any person in the employment of the Secretariat any gift or consideration as an inducement or reward for doing or refraining from doing any act in relation to the obtaining or performance of this Agreement or any other contract with the Secretariat, or for showing or refraining from showing favour or disfavour to any person in connection with this Agreement; or
 - b) paid or agreed to be paid any commission to any person in the employment of the Secretariat by the Consultant or on behalf of the Consultant or to its knowledge in connection with this Agreement or any other contract with the Secretariat, unless particulars of such commission and the terms of any agreement for the payment of it have been disclosed to the Secretariat in writing.
- 15.4.9 If the Consultant or any person acting on its behalf (including its personnel and Sub-contractors), does any of the acts mentioned in Clause 15.4.8 (*Anti-bribery and Corruption*) or commits any offence under local laws concerning corruption, the Secretariat will be entitled to:

<p>a) terminate this Agreement with immediate effect by written notice to the Consultant and recover from the Consultant the amount of any loss resulting from the termination; or</p> <p>b) recover from the Consultant any losses sustained as a result of any breach of this Clause 15.4.8 (Anti-bribery and Corruption) whether or not this Agreement has been terminated.</p>	<p>performance by it of its duties and obligations under this Agreement occasioned by any event beyond its reasonable control, which may include (but shall not be limited to) an act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies and events of like nature beyond the control of either Party (each a "Force Majeure Event").</p>
<p>15.5 Outside Interests and Protection of Business Interests</p>	<p>16.2 If either Party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of a Force Majeure Event:</p>
<p>15.5.1 The Consultant warrants that it:</p> <p>a) will not, as a consequence of this Agreement, be in breach of any express or implied terms of any contract, agreement or other arrangement with, or any obligation to, any third party which is binding upon the Consultant; and</p> <p>b) is not aware of any other contract, agreement, or other arrangement or interest that will or may give rise to any conflict of interest between the Consultant and the Secretariat in relation to the provision of the Services.</p>	<p>16.2.1 that Party will give written notice to the other of the inability, stating the Force Majeure Event in question and the likely period of time that the Force Majeure Event will prevent or delay that Party's performance under the Agreement and shall use all reasonable endeavours to mitigate the impact of the Force Majeure Event and continue to perform any of its obligations under this Agreement not affected by the Force Majeure Event; and</p> <p>16.2.2 the operation of this Agreement will be suspended for the period (and only during the period) during which the Force Majeure Event continues.</p>
<p>15.5.2 The Consultant will use all reasonable endeavours to avoid a conflict of interest arising between the Consultant and the Secretariat and the Consultant undertakes to immediately notify the Secretariat should any actual or potential conflict of interest arise.</p>	<p>16.3 If the Force Majeure Event continues for a period of more than sixty (60) days and substantially affects the commercial basis of this Agreement, the Party not claiming relief will have the right to terminate this Agreement upon giving seven (7) days' written notice of such termination to the other Party.</p>
<p>15.5.3 The Consultant will not, during this Agreement, without the prior written consent of the Secretariat (such consent not to be unreasonably withheld), have a material financial interest in or undertake any other employment or agreement with any business which may interfere with the provision of the Services or prejudice the interests of the Secretariat or which involves employment with or the provision of services to any person or undertaking which is similar to or carries on or intends to carry on business in direct competition with the Secretariat. In the event of a conflict between the Consultant's obligations to the Secretariat under this Agreement and the Consultant's obligations to any third party, the Consultant's obligations to the Secretariat will take precedence.</p>	<p>17 Entire Agreement</p> <p>This Agreement and its associated annexes comprise the entire agreement between the Parties. This Agreement supersedes all prior negotiations, representations and undertakings whether written or oral.</p>
<p>16 Force majeure</p>	<p>18 Variation</p>
<p>16.1 Neither Party will be in breach of this Agreement if there is total or partial failure of</p>	<p>18.1 No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed by, or on behalf of, each Party.</p> <p>18.2 In the event of an emergency, the Secretariat shall have the right to vary this Agreement by verbal instructions, which shall be confirmed by the issue of a written amendment within seven (7) Working Days (the "Variation").</p>

18.3 The Secretariat shall have the right to vary the Services at any time, subject to the Variation being related to the Services being provided, and no such Variation shall abrogate this Agreement.

18.4 The Consultant, within fourteen (14) Working Days of being requested by the Secretariat pursuant to the Clause above, shall submit more than one (1) quotation (from a variety of suitable potential Consultants) to the Secretariat, such quotations to contain at least the following information:

18.4.1 a description of the work together with the reason for the proposed Variation;

18.4.2 the price, if any, showing where applicable the prices and rates used; and

18.4.3 details of the impact, if any, on other aspects of this Agreement.

19 Notices

19.1 Any notice or other communication which is to be given by either Party to the other shall be provided by email and one other manner of delivery, and shall be deemed served as follows:

By email, 9:00am GMT on the first Working Day after sending (if dispatched as a pdf attachment to an email to the correct e-mail address without any error message).

Personal delivery, on delivery, provided delivery is between 9:00am GMT and 5:00pm GMT on a Working Day. Otherwise, delivery will occur at 9:00am GMT on the next Working Day (in both cases if properly addressed and delivered as evidenced by signature of delivery receipt).

Prepaid, Royal Mail Signed or for 1st Class or other prepaid, next working day service providing proof of delivery, at the time recorded by the delivery service, provided that delivery is between 9:00am GMT and 5:00pm GMT on a Working Day. Otherwise, delivery will occur at 9:00am GMT on the same Working Day (if delivery before 9:00am GMT) or on the next Working Day (if after 5:00pm GMT) (in both cases if properly addressed prepaid and delivered as evidenced by signature of a delivery receipt).

20 Waiver

20.1 The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to

exercise any right or remedy to which it is entitled under this Agreement, shall not constitute a waiver and shall not diminish the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any other or subsequent breach.

20.2 No waiver of any provision of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

21 Severability

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected. In the event that any finding of invalidity is so fundamental as to defeat the purpose of this Agreement, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

22 Third Party Rights

Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. The rights of the Parties to rescind or vary the Agreements are not subject to the consent of any other person.

23 Governing law

This 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.

24 Counterparts

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

25 Dispute resolution

25.1 The Parties will use all reasonable endeavours to ensure that any difference or dispute

concerning this Agreement is settled through mutual consultation and/or negotiations between the Parties. The Consultant undertakes to continue performance of this Agreement throughout the duration of the dispute.

25.2 If such discussions fail to resolve the matters within thirty (30) Working Days, the dispute

shall be submitted to the Commonwealth Secretariat Arbitral Tribunal (CSAT) for resolution. CSAT shall have exclusive jurisdiction over any claim or matters arising under or in connection with this Agreement and its decision shall be binding on the Parties. The statute of the CSAT is available on request.