

Contract no:



CONTRACT FOR SERVICES

Dated: 27TH OCTOBER 2025

Between

TEMPLAR EXECUTIVES LIMITED



And

NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELLENCE (NICE)

NICE National Institute for
Health and Care Excellence

THIS AGREEMENT is dated 13TH October 2025

PARTIES

1. The National Institute for Health and Care Excellence (NICE) whose address is Level 3, 3 Piccadilly Place, Manchester, M1 3BN, UK (**Client**); and
2. Templar Executives Limited a company incorporated in England and Wales with company number 05939511 of 83 Victoria Street, London, SW1H 0HW, UK (which shall be deemed to include all such companies within the Templar Executives Limited Group) (**Supplier**).

BACKGROUND

- A. The Client has identified a requirement to undertake further work on their business continuity and cyber processes, including training of those involved in business continuity.
- B. The Client requires the establishment of a call-off contract to allow them to commission certain services (as described in Schedule 1) provided by the Supplier. These services shall be commissioned through agreed Statements of Work (SoW). Each Statement of Work shall outline the specific scope, deliverables and costs for the services being provided in the SoW.
- C. The Supplier has agreed to provide certain services to the Client under the terms set out in this Agreement.

INTERPRETATION

1.1. Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Call-Off Contract – this Agreement.

Charges: the charges payable by the Client for the supply of the Services by the Supplier, as set out in each agreed Statement of Work.

Client Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Client to the Supplier.

Commencement Date: the date of this agreement or such other date as may be agreed by the parties.

Data Protection Legislation: the UK Data Protection Legislation and the General Data Protection Regulation and any other directly applicable European Union regulation relating to privacy.

Deliverables: all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Insurance Policies: professional indemnity insurance cover and any other insurance of a type in common usage in addition to any further insurances required by law.

Intellectual Property: Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, source-code, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Services: the services to be provided by the Supplier as described in Schedule 1.

Statement of Work: the mechanism by which services under this Agreement are called-off and commissioned.

Supplier IPR: all Intellectual Property Rights either subsisting in the Deliverables or otherwise necessary or desirable to enable a Client to receive and use the Services.

1.2. Interpretation:

- 1.2.1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.2. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.3. A reference to writing or written includes received email.

2. COMMENCEMENT AND TERM

- 2.1. This Agreement shall commence on the Commencement Date and signed by both parties and shall continue unless terminated earlier in accordance with its terms.

3. SUPPLY OF SERVICES

- 3.1. The Supplier shall supply the Services to the Client.
- 3.2. In supplying the Services, the Supplier shall:
 - a) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - b) use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
 - c) ensure that it obtains, and maintains all consents, licenses and permissions (statutory, regulatory, contractual or otherwise) it may require, and which are necessary to enable it to comply with its obligations in this Agreement;
 - d) ensure that the Services conform in all respects with the service description set out in Schedule 1;
 - e) comply with all applicable laws, statutes, regulations and codes from time to time in force;
 - f) observe all health and safety rules and regulations and any other reasonable security requirements that apply from time to time;
 - g) hold all Client Materials in safe custody at its own risk and maintain the Client Materials in good condition until returned to the Client;
 - h) follow all relevant procedures stipulated by the Client, save where to perform the Services, it will be necessary not to follow any procedures ordinarily stipulated by the Client; and
 - i) not dispose of or use the Client Materials other than in accordance with the Client's written instructions or authorisation.

4. CLIENT'S OBLIGATIONS

- 4.1. The Client shall:
 - a) co-operate with the Supplier in all matters relating to the Services; and
 - b) provide such information as the Supplier may reasonably request and the Client considers necessary in order to carry out the Services in a timely manner.
- 4.2. If the Supplier considers that the Client is not, or may not, be complying with any of the Client's obligations, it shall be entitled to rely on this as relieving the Supplier's performance under this Agreement if the Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details of non-compliance to the Client in writing.

5. CHARGES AND PAYMENT TO THE SUPPLIER

- 5.1. In consideration for the provision of the Services, the Client shall pay the Supplier the Charges set out in each Statement of Work commissioned and in accordance with this clause 5.
- 5.2. The Client shall pay the Supplier's reasonable expenses required for the provision of the Services, which shall include the costs of travel, accommodation, and sundry items, as necessary. These expenses shall be agreed between the Client and the Supplier in advance of being incurred.
- 5.3. The Supplier shall submit invoices either monthly or on completion of services or agreed milestones for a specific Statement of Work for the Charges to the Client, which shall specify the Charges for the Services and where expenses have been incurred, the amount of such expenses. At the Client's request, the Supplier shall provide documentary evidence (where possible) of expenses incurred.
- 5.4. The Client shall pay the Charges and any due expenses to the Supplier within 30 days from receipt of an undisputed invoice related to services commissioned through the Statement of Works.
- 5.5. The Client shall provide the Supplier with a Purchase Order for any work commissioned. The Supplier shall include the Purchase Order number and the Client's billing address on all invoices. Invoices must be submitted via the [REDACTED] or emailed to [REDACTED]
- 5.6. All amounts payable by the Client shall be in UK Sterling (unless otherwise agreed) and include amounts in respect of tax (including VAT or its equivalent, where payable) which are specified in the Supplier invoice (as applicable).
- 5.7. Any invoice shall include all reasonable supporting information requested by the Client.
- 5.8. If the Client fails to make any payment due to the Supplier under this Agreement by the due date for payment, then, without limiting the Supplier's remedies under clause 11, the Client shall pay interest on the overdue amount at the rate of 2% per annum above HSBC plc's base rate from time to time.
- 5.9. Interest shall accrue on a daily basis from the due date until actual payment of the overdue amount whether before or after judgment. The Client shall pay the interest together with the overdue amount.

6. OTHER ACTIVITIES

- 6.1. Nothing in this Agreement shall prevent either party from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the term of this Agreement, provided that such activity does not cause a breach of that party's obligations under this agreement.

7. INTELLECTUAL PROPERTY

- 7.1. The Supplier shall retain ownership of all Supplier IPR.
- 7.2. The Client shall retain ownership of all Intellectual Property Rights in the Client Materials.
- 7.3. Where, as a result of the provision of the Services, the Client and the Supplier develop Intellectual Property which, but for the provision of the Services, would not have been created (**Created IPR**), each party provides a license to the other for the use of their client and supplier IPR for the delivery of the Statement of Works.
- 7.4. All documentation relating to stakeholder workshops (BCP and Comms), all BCP policy and plan information, and the playbook templates will be available for the client to use internally within their organisation through the granting of a royalty free, perpetual and irrevocable license. The Supplier will provide redacted slide sets where appropriate (i.e. Workshops). The Supplier retains IPR on their NCSC Assured materials (for example eLearning and BCP Exercise scripts and videos) as unique to the Supplier.

8. DATA PROTECTION

- 8.1. The Supplier will collect and process information relating to the Client in accordance with its general privacy notices.
- 8.2. The Supplier and the Client acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Supplier is the data processor.
- 8.3. The Supplier and the Client will comply with current UK Data Protection Legislation.
- 8.4. Schedule 3 sets out the scope, nature and purpose of the processing by the Supplier, the duration of the processing and the types of personal data (as defined in current UK Data Protection Legislation (**Personal Data**)) and categories of data subject.
- 8.5. The Supplier shall in relation to any Personal Data processed in connection with this agreement:
 - a) process that Personal Data only on written instructions of the Client;
 - b) keep the Personal Data confidential;
 - c) comply with the Client's Data protection policy and data retention policy;
 - d) comply with the Client's reasonable instructions with respect to processing Personal Data;
 - e) not transfer any Personal Data outside of the European Economic Area without the Client's prior written consent;
 - f) assist the Client at the Client's cost in responding to any data subject rights request and to ensure compliance with its obligations under current UK Data Protection Legislation with respect to security, breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
 - g) notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to the Client's compliance with the Data Protection Legislation;
 - h) at the written request of the Client, delete or return Personal Data and any copies thereof to the Client on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data; and
 - i) maintain complete and accurate records and information to demonstrate compliance with this clause 8 and allow for audits by the Client or the Client's designated auditor.
- 8.6. The Supplier shall ensure that they have in place appropriate technical or organisational measures, which may be reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development

and the cost of implementing any measures. Such measures may include, where appropriate:

- a) pseudonymising and encrypting Personal Data;
- b) ensuring confidentiality, integrity, availability and resilience of its systems and services;
- c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
- d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

9. INSURANCE

- 9.1. The Supplier shall ensure that the Insurance Policies are taken out with reputable insurers and shall, upon request, supply to the Client copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 9.2. The Supplier shall, at all times, comply with the terms and conditions of the Insurance Policies; and if cover under the Insurance Policies lapses or is not renewed or changed in any material way, or if the Supplier is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Supplier shall notify the Client as soon as possible.

10. LIMITATION OF LIABILITY

- 10.1. Nothing in this Agreement shall limit or exclude the Supplier's or the Client's liability for:
 - a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - b) fraud or fraudulent misrepresentation; or
 - c) any other liability which cannot be limited or excluded by applicable law.
- 10.2. The Supplier shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
 - a) loss of profits;
 - b) loss of sales or business;
 - c) loss of agreements or contracts;
 - d) loss of anticipated savings;
 - e) loss of or damage to goodwill; and
 - f) loss of use or corruption of software, data or information.
- 10.3. The Supplier's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the total unpaid charges owed by the Client for the Services.
- 10.4. Subject to clause 10.1 neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement.

11. TERMINATION

- 11.1. This Agreement may be terminated in writing to the other party with one month's notice.
- 11.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
 - a) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a

- period of 15 Business Days after being notified to do so;
- b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - d) in reasonable opinion of the relevant party, the other party has undertaken a course of behaviour which may result in material commercial or reputational damage to the Supplier.
- 11.3. Termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.
- 11.4. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

12. GENERAL

- 12.1. **Force majeure.** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, which shall include (a) local down-time as a result of unforeseen security restrictions (b) unforeseeable or unforeseen complications arising from the provision the Services or (c) any other matter that relates to the Services, which, in the absence of a breach of any duty of care owed by the Supplier to the Client or any breach of the terms of this agreement, and owing to the risks inherent in the nature of the work undertaken by the Supplier, results in any outcome beyond the reasonable contemplation of the Client and the Supplier.
- 12.2. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Agreement by giving 10 Business Days' written notice to the affected party.
- 12.3. **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under this Agreement without the prior written consent of the Client. If the Client consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.
- 12.4. **Confidentiality.**
- a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Clients, clients or suppliers of the other party, except as permitted by clause 12.4.b).
 - b) Each party may disclose the other party's confidential information:
 - i. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.4; and
 - ii. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.
- 12.5. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties

and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 12.6. **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.7. **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- a) waive that or any other right or remedy; or
 - b) prevent or restrict the further exercise of that or any other right or remedy.
- 12.8. **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 12.9. **Notices.**
- a) Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
 - b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.9.a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by receipted email, one Business Day after transmission.
 - c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 12.10. **Third party rights.** No one other than a party to this Agreement shall have any right to enforce any of its terms.

13. GOVERNING LAW AND JURISDICTION

- 13.1. This Agreement and any dispute or claim arising out of or in connection with it or 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 the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

FOR AND ON BEHALF OF Templar Executives Limited		FOR AND ON BEHALF OF National Institute for Health and Care Excellence	
Name:	[REDACTED]	Name:	[REDACTED]
Position:	CEO	Position:	Business Operations and Governance Lead
Date:	28 Oct 2025	Date:	28 Oct 2025
Signature:	[REDACTED]	Signature:	[REDACTED]

FOR AND ON BEHALF OF National Institute for Health and Care Excellence		FOR AND ON BEHALF OF National Institute for Health and Care Excellence	
Name:	[REDACTED]	Name:	[REDACTED]
Position:	Deputy Director, Planning, Delivery & Oversight	Position:	Associate Director, Commercial
Date:	27 Oct 2025	Date:	28 Oct 2025
Signature:	[REDACTED]	Signature:	[REDACTED]

SCHEDULE 1

THE SERVICES

The Supplier shall provide a range of business continuity services, which shall be commissioned through agreed signed Statements of Work (SoW). The SoW template can be found in Schedule 2. Each Statement of Work will outline the services, timescales and agreed costs.

The aim of these services is to support NICE in the evolution of their business continuity processes and increase the understanding of staff in their roles and responsibilities related to business continuity and cyber security.

The maximum value of the contract shall be £90,000 excluding VAT.

The range of services may include but shall not be limited to:

Cyber Training/Service	Comments	*Indicative Cost
[REDACTED]	[REDACTED]	[REDACTED]
Bespoke Cyber Security Awareness [REDACTED]	[REDACTED]	[REDACTED]

**please note these are indicative costs and subject to agreement within each Statement of Work. Prices exclude VAT and expenses.*

SCHEDULE 2

Statement of Work [XX]: [NAME]

Upon agreement, this Statement of Work (SOW) will form part of the Call-Off Contract referenced below.

The Parties will execute a SOW for each of the Client requirements. Any ad-hoc service requirements are to be treated as individual requirements and the parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW via a change control notice (CCN).

The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOWs executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

Unless specifically otherwise in this Statement of Work, all other Terms and Conditions shall be as per the Call-Off Contract. Any changes to Terms and Conditions would only apply to this SOW.

The Parties agree that upon signature by both parties, this SOW is a valid variation of the Call-Off Contract, and this SOW forms part of the Call-Off Contract as referenced below.

SOW Title:	
SOW Contract Reference:	
Date of SOW:	
Call-Off Project Reference:	
Buyer:	National Institute for Health & Care Excellence (NICE)
Supplier:	Templar Executives
SOW Commencement Date:	
SOW Completion Date:	
Duration of SOW:	
Value of this SOW:	
Charging Method(s) for this SOW:	
Scope of Requirement	
Deliverables and key milestones (where applicable)	
Timescales for delivery	

Charges
Processing of Personal Data
Unless explicitly noted otherwise, this SOW shall be covered by the processing data arrangements contained in the overarching agreement.

SIGNATURES AND APPROVALS		
<p>Agreement of this SOW</p> <p>BY SIGNING this Statement of Work, the parties agree that it shall be incorporated into the Call-Off Contract and be legally binding the Parties:</p>		
For and on behalf of the Supplier:	Name:	
	Role:	
	Signature:	
	Date:	
For and on behalf of the Buyer:	Name:	
	Role:	
	Signature:	
	Date:	
For and on behalf of the Buyer:	Name:	
	Role:	

	Signature:	
	Date:	
For and on behalf of the Buyer:	Name:	
	Role:	
	Signature:	
	Date:	

SCHEDULE 3

Data Processing Schedule

The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]

The contact details of the Supplier's Data Protection Officer are: [REDACTED]

The Processor shall comply with any further written instructions with respect to Processing by the Controller.

Any such further instructions shall be incorporated into this schedule.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Client is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <i>Name, job title, email address, business address, telephone number, contact details of, and communications with, NICE staff concerned with the provision of the specification.</i> <i>Any personal/special category data provided by the Client to the Supplier in respect of the provision of services.</i>
Duration of the Processing	<i>For the duration of the contract term.</i>
Nature and purposes of the Processing	<p><i>To facilitate the fulfilment of the Supplier's obligations arising under this call-Off Contract including, but not limited to:</i></p> <ul style="list-style-type: none"> <i>Provision of the services outlined in the contract, such as business continuity process guidance and advice.</i> <i>Ensuring effective communication between the supplier and NICE.</i>
Type of Personal Data	<ul style="list-style-type: none"> <i>Name, job title, email address, business address, telephone number, contact details of, and communications with, NICE staff concerned with the provision of the specification.</i> <i>Any personal/special category data provided by the Client to the Supplier in respect of the provision of services.</i>
Categories of Data Subject	<ul style="list-style-type: none"> <i>Staff (including volunteers, agents and temporary workers)</i> <i>External stakeholders</i>

<p>Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>After each and every Statement of Work is completed, all relevant data is to be provided to NICE, and then deleted by the Supplier immediately, unless longer retention is required by Law. This activity shall take place within 5 working days of the end of the service.</i></p> <p><i>Full deletion of all data related to the contract to be undertaken at the end of the contract, unless longer retention is required by Law.</i></p> <p><i>Notification of deletion of data must be provided to NICE at time of deletion.</i></p>
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[REDACTED]

[REDACTED]