Matrix Programme – Technology Solution and Systems Integration Services

Collaboration Agreement

Technology Solution and Systems Integration Services Collaboration Agreement

COLLABORATION AGREEMENT

CONFIDENTIAL

4 September 2024

Technology Solution and Systems Integration Services Collaboration Agreement

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Technology Solution and Systems Integration Services Collaboration Agreement

THIS AGREEMENT IS MADE ON 4 SEPTEMBER 2024

BETWEEN:

- (1) The Secretary of State for Science, Innovation and Technology of 100 Parliament Street, Westminster, London, SW1A 2BQ (the "Authority");
- (2) Cognizant Worldwide Limited a company incorporated in England under registration number 07195160, whose registered office is at 280 Bishopsgate, London, EC2M 4AG; ("Cognizant")
- (3) Workday Limited a company incorporated in Ireland under registration number 521013, whose registered office is at The Kings Building, May Lane, Dublin 7, Ireland; ("Workday") together (the "Suppliers" and each of them a "Supplier").

WHEREAS:

- A) the Authority and the Suppliers have entered into the Contracts (as defined below) for the provision of various IT services; and
- B) the Suppliers now wish to provide for the ongoing cooperation of the Suppliers in the provision of services under their respective Contract to the Authority.

In consideration of the mutual covenants contained in the Contracts and this Agreement and intending to be legally bound, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 As used in this Agreement, the capitalised expressions shall have the following meanings unless the context requires otherwise:

"**Agreement**" means this collaboration agreement, comprised of the Clauses and Schedules;

"Authority Confidential Information" means the Confidential Information of the Authority under the Contract;

"Collaboration Activities" means the activities set out in this Agreement;

"Confidential Information" means the Authority Confidential Information and/or any Supplier's Confidential Information;

"Contract" means each separate contract that is entered into by the Authority with each of the Suppliers dated 4 September 2024 (Cognizant contract) and 4 September 2024 (Workday contract) and titled respectively *Contract relating to Matrix Programme* -

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Technology Solution and Systems Integration Services (Implementation, Onboarding and Hypercare Services) and Contract relating to Matrix Programme - Technology System and Systems Integration Services SaaS ERP Services;

"**Default**" means any breach of the obligations of any Supplier or any default, act, omission, negligence or statement of any Supplier, its employees, servants, agents or sub--contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Supplier is liable (by way of indemnity or otherwise) to the other parties;

"Dependencies Register" shall mean the register described in Clause 6 hereof and set out in Schedule 1;

"Detailed Collaboration Plan" has the meaning given to it in Clause 3.2;

"Dispute Resolution Procedure" means the procedure described in Clause 12;

"Effective Date" means the date this Agreement is signed by all parties;

"Force Majeure Event" has the meaning given to it in Clause 14.1.1;

"Mediator" has the meaning given to it in Clause 12.3.1;

"**Outline Collaboration Plan**" has the meaning given to it in Clause 3.1 and be set out in Schedule 2;

"Term" has the meaning given to it in Clause 2.1;

"Service Issue" means a Supplier Default arising under a Contract;

"Service Management Board" has the meaning set out in the Contract;

"Supplier Confidential Information" means the Confidential Information of the relevant Supplier(s) under the relevant Contract(s);; and

"Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2 As used in this Agreement:
 - 1.2.1 the masculine includes the feminine and the neuter; and
 - 1.2.2 the singular includes the plural and vice versa.

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- 1.3 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
- 1.4 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.5 References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.
- 1.6 Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not exclude the exercise of any other remedy.
- 1.7 The party receiving the benefit of an indemnity under this Agreement shall use its reasonable endeavours to mitigate its loss covered by the indemnity.

2. **TERM OF THE AGREEMENT**

- 2.1 This Agreement shall come into force on the Effective Date and, unless earlier terminated in accordance with Clause 13, shall expire six (6) months after the expiry or termination (however arising) of the exit period of the first Contract to terminate (the "**Term**").
- 2.2 A Supplier's duty to perform the Collaboration Activities shall continue until termination of this Agreement.

3. **PROVISION OF THE COLLABORATION PLAN**

- 3.1 The Suppliers shall, within two (2) weeks (or such longer period as notified by the Authority in writing) of the Effective Date, provide to the Authority detailed proposals for the Collaboration Activities they require from each other (the "**Outline Collaboration Plan**").
- 3.2 Within ten (10) Working Days (or such other period as agreed in writing by the Authority and the Suppliers) of the Effective Date, the Authority shall prepare a plan for the Collaboration Activities (the "**Detailed Collaboration Plan**"). The Detailed Collaboration Plan shall include full details of the activities and interfaces that involve all of the Suppliers to ensure the receipt of the services under each Supplier's respective Contract, by the Authority. The Detailed Collaboration Plan shall be based on the Outline Collaboration Plan and shall be submitted to the Suppliers for approval.
- 3.3 The Suppliers shall provide such assistance as is required by the Authority in the preparation of the Detailed Collaboration Plan.
- 3.4 The Suppliers shall, within ten (10) Working Days of receipt of the Detailed Collaboration Plan, either:
 - 3.4.1 approve the Detailed Collaboration Plan; or
 - 3.4.2 reject the Detailed Collaboration Plan, giving reasons for such rejection.
- 3.5 The Suppliers may reject the Detailed Collaboration Plan pursuant to Clause 3.4.2 only if it is not consistent with their Outline Collaboration Plan in that it imposes additional, more onerous, obligations on them.

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3.6 If the parties fail to agree the Detailed Collaboration Plan in accordance with Clause 3.4, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4. COLLABORATION ACTIVITIES

- 4.1 The Suppliers shall perform the Collaboration Activities and all other obligations of this Agreement in accordance with the Detailed Collaboration Plan.
- 4.2 The Suppliers shall provide all additional cooperation and assistance as is reasonably required by the Authority to ensure the continuous delivery of the services under the Contract.
- 4.3 The Suppliers shall procure that their respective sub-contractors provide all cooperation and assistance as set out in the Detailed Collaboration Plan.

5. "FIX FIRST, SETTLE LATER" PRINCIPLE

- 5.1 In the event that a Supplier is responsible for a Service Issue (in whole or in part) that an other Supplier has taken the operational responsibility for solving (pursuant to this Paragraph or otherwise), the Supplier shall pay the reasonable amounts paid by Authority to such other Supplier to solve such Service Issue provided that:
 - 5.1.1 Supplier has agreed that such other Supplier shall bear such operational responsibility or, in the circumstances where Supplier and other Supplier(s) are unable to agree who bears such operational responsibility, Authority has determined that such other Supplier shall bear such operational responsibility;
 - 5.1.2 Supplier shall pay no more than any amount pre-approved by Authority in relation to the resolution of such Service Issue by that other Supplier; and
 - 5.1.3 Authority provides to Supplier evidence of the amounts paid by Authority to such other Supplier to solve such Service Issue.
- 5.2 In the event that there is a Service Issue, Supplier agrees that it shall work with the other Supplier to:
 - 5.2.1 mitigate the effect of any such Service Issue; and
 - 5.2.2 ensure that such Service Issue is solved as expeditiously and cost effectively as possible with minimal service disruption to Authority.
- 5.3 In the event that it is not clear who is responsible for the occurrence of such Service Issue or a Dispute arises between Supplier and one or more other Suppliers, Supplier agrees that it will work with the other Supplier to solve the Service Issue first and settle the financial implications later.
- 5.4 Where the operational responsibility for the occurrence of a Service Issue is shared between Supplier and one or more other Suppliers (or where Supplier or one or more other Suppliers are in dispute in relation to who bears the responsibility for a Service Issue), Supplier shall be required to:
 - 5.4.1 demonstrate to Authority's reasonable satisfaction that Supplier is not fully responsible for the Service Issue;

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	5.4.2			ther Suppliers and Authority to agree how the operational or solving the Service Issue will be borne, acknowledging
		(a)	•	ty best able to fix the Service Issue may not be the party responsible for that Service Issue; and
		(b)	Supplie Author	o the extent that Supplier is unable to agree with the other ers who bears such operational responsibility, then ity shall have the right to determine which party bears esponsibility; and
		(c)	resolut resolut	he Service Issue has been solved or as part of the ion (provided that this shall not delay or hamper ion), Supplier shall work with the other Supplier to gate the matter to:
			(i)	establish who is responsible for such Service Issue, whether that is Supplier or any other Supplier or the shared responsibility of a combination of suppliers;
			(ii)	to establish the root cause of such Service Issue;
			(iii)	to provide recommendations for preventing future occurrences; and
			(iv)	to provide suggestions of how to mitigate the impact of such Service Issue,
		(d)	in acco the out conver Manag	all report to Authority at the Service Management Board ordance with Schedule 21 (<i>Governance</i>) of the Contract, come of such investigations. If necessary, Authority may ne extraordinary governance meetings of the Service lement Board or with Supplier outside of the scheduled ance regime and timetable at short notice for this re.
5.5				in the event that Supplier is to take action to mitigate the ervice Issue it shall:
	5.5.1	procee	d with in	vestigating and/or solving such Service Issue;
	5.5.2			nable endeavours to mitigate its costs incurred in nd/or solving such Service Issue;
	5.5.3	to the		s to Authority on the costs incurred by Supplier in relation e Issue on a regular basis (and when requested by
	5.5.4		any wo ity's requ	rk in relation to the Service Issue immediately upon uest,
				esponsible for such Service Issue, Authority shall pay to costs incurred by Supplier in investigating and/or solving

Supplier the reasonable costs incurred by Supplier in investigating and/or solving such Service Issue (provided that Authority shall pay no more than any amount preapproved by Authority in accordance with Paragraph 5.6 and subject to Supplier providing to Authority evidence of such costs to Authority's reasonable satisfaction).

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5.6 If, in Supplier's reasonable opinion, its expected costs of taking action to investigate, mitigate the effect of, or resolve, the Service Issue will exceed twenty thousand pounds (£20,000) then, prior to incurring such costs, it shall notify Authority (providing a detailed breakdown of the expected costs) and shall not proceed with such action until it has received Authority's approval to proceed.

6. **DEPENDENCIES REGISTER**

- 6.1 As at the Effective Date, Supplier acknowledges that it has identified and documented:
 - 6.1.1 its material dependencies on the other Supplier in relation to the provision of the Services; and
 - 6.1.2 the material dependencies of the other Supplier on Supplier in relation to the provision of their services,

and that these dependencies are recorded in the Dependencies Register.

- 6.2 Supplier agrees to work with the other Supplier in order to identify and notify each other of any dependencies on each other:
 - 6.2.1 that were not identified and/or documented as at the Effective Date; and
 - 6.2.2 which may arise following the Effective Date (whether by virtue of a change to any of the Supply Agreements, or otherwise).
- 6.3 Any changes to the Dependencies Register required after the Effective Date will be processed in accordance with the process set out in Schedule 22 (Change Control Procedure) of the applicable Contract.
- 6.4 For the avoidance of doubt, any changes to the Dependencies Register or this Agreement in respect of dependencies shall only attract a change in any Fees levied under this Agreement where any newly defined Supplier Requirements fall outside of the scope of the Services and reflect a material change in Supplier's obligations. Any such changes to the Fees under this Agreement shall be governed in accordance with the process set out in Schedule 22 (Change Control Procedure) of the applicable Contract.
- 6.5 Each Supplier shall fulfil the obligations and be liable for the responsibilities for which it is the responsible party (as set out in Schedule 1 (the Dependencies Register)).

7. GENERAL PROVISIONS

- 7.1 In relation to any matter arising under this Collaboration Agreement as between the Authority and one or more Supplier (including without limitation any Default or alleged Default), the terms of the applicable Contract the Authority has with that Supplier shall apply as though the obligations herein are set out as obligations under the applicable Contract.
- 7.2 In relation to any matter arising under this Collaboration Agreement as between the Suppliers, the following terms (being Clauses 9 14) shall apply.

8. INVOICING

8.1 In the event that any sums are due under this Agreement, the Supplier is responsible for paying such sum and shall pay within thirty (30) Working Days of receipt of a valid invoice.

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9. CONFIDENTIALITY

- 9.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.
- 9.2 Each Supplier warrants that:
 - 9.2.1 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) shall only use Confidential Information for the purposes of this Agreement;
 - 9.2.2 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) shall not disclose any Confidential Information to any third party without the prior written consent of the other party;
 - 9.2.3 it shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Agreement by its employees, servants, agents or sub-contractors; and
 - 9.2.4 neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, shall use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise.
- 9.3 The provisions of Clauses 9.1 and 9.2 shall not apply to any information which:
 - 9.3.1 is or becomes public knowledge other than by breach of this Clause 9; or
 - 9.3.2 is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - 9.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 9.3.4 is independently developed without access to the Confidential Information; or
 - 9.3.5 is required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction.

10. WARRANTIES

- 10.1 Each Supplier warrants and represents that:
 - 10.1.1 it has full capacity and authority and all necessary consents (including but not limited to, where its procedures so require, the consent of its parent company) to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representative of the Supplier; and
 - 10.1.2 its obligations hereunder shall be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good industry practice and (without

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limiting the generality of this Clause 10) in accordance with its own established internal procedures.

10.2 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are hereby excluded to the extent permitted by law.

11. LIMITATION OF LIABILITY

- 11.1 None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 11.2 Nothing in this Agreement shall exclude or limit the liability of any party in respect of fraud or fraudulent misrepresentation.
- 11.3 Subject always to Clauses 11.1 and 11.2, the liability of each Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise under this Agreement shall be limited to the same as in applicable Contract. For the purposes of this clause only, the words "*incurred by the Authority*" in clause 23.4(d) of the relevant applicable Contract shall be disapplied.
- 11.4 Subject always to Clauses 11.1, 11.2 and 11.5, in no event shall any party be liable to any other for:
 - 11.4.1 indirect loss or damage;
 - 11.4.2 special loss or damage;
 - 11.4.3 consequential loss or damage;
 - 11.4.4 loss of profits (whether direct or indirect);
 - 11.4.5 loss of turnover (whether direct or indirect);
 - 11.4.6 loss of business opportunities (whether direct or indirect); and/or
 - 11.4.7 damage to goodwill (whether direct or indirect).
- 11.5 Subject always to Clauses 11.1 and 11.2, the provisions of Clause 11.44 shall not be taken as limiting the right of the Authority to amongst other things, recover as a direct loss any:
 - 11.5.1 additional operational and/or administrative costs and expenses arising from a Supplier's Default; and/or
 - 11.5.2 wasted expenditure or charges rendered unnecessary and/or incurred by the Authority arising from a Supplier's Default.

12. DISPUTE RESOLUTION PROCEDURE

- 12.1 All disputes between the Suppliers arising out of or relating to this Agreement shall be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.
- 12.2 If the dispute cannot be resolved by the parties' representatives nominated under Clause 12.1 within a maximum of five (5) Working Days (or such other time as

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		Clause 12 shall refe the Autho	e agreed in writing by the parties) after it has been referred to them under 2.1, then except where a party seeks urgent injunctive relief, the parties r it to mediation pursuant to the procedure set out in Clause 12.3 unless ority considers (acting reasonably and considering any objections to n raised by the other parties) that the dispute is not suitable for resolution tion.
	12.3	The proce as follows	edure for mediation and consequential provisions relating to mediation are
		12.3.1	a neutral adviser or mediator (the " Mediator ") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to the parties that he is unable or unwilling to act, apply to the Chairman of the Law Society to appoint a Mediator;
		12.3.2	the parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held;
		12.3.3	unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;
		12.3.4	if the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by their duly authorised representatives;
		12.3.5	failing agreement, any of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of all the parties; and
		12.3.6	if the parties fail to reach agreement in the structured negotiations within twenty (20) Working Days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.
	12.4		ies must continue to perform their respective obligations under this nt and under their respective Contracts pending the resolution of a dispute.
13.	TERMI	NATION A	ND CONSEQUENCES OF TERMINATION
	13.1	Terminati	on
		13.1.1	The Authority has the right to terminate this Agreement at any time by notice in writing to the Suppliers whenever the Authority has the right to terminate a Supplier's Contract.
	13.2	Conseque	ences of Termination
		13.2.1	Subject to any other right or remedy of the parties, the Suppliers and the Authority shall continue to comply with their respective obligations under

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the Contracts following the termination (however arising) of this Agreement:

13.2.2 Except as expressly provided in this Agreement, termination of this Agreement shall be without prejudice to any accrued rights and obligations under this Agreement.

14. GENERAL PROVISIONS

- 14.1 Force Majeure
 - 14.1.1 For the purposes of this Agreement, the expression "Force Majeure Event" shall mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a sub-contractor.
 - 14.1.2 Subject to the remaining provisions of this Clause 14.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.
 - 14.1.3 A party cannot claim relief if the Force Majeure Event or its level of exposure to such event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
 - 14.1.4 The affected party shall immediately give the other parties written notice of the Force Majeure Event. The notification shall include details of the Force Majeure Event together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.
 - 14.1.5 The affected party shall notify the other parties in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise in writing by the parties.
- 14.2 Assignment and Subcontracting
 - 14.2.1 Subject to Clause 14.2.2, the Suppliers shall not assign, transfer, novate, sub-license or declare a trust in respect of its rights under all or a part of this Agreement or the benefit or advantage hereof without the consent of the Authority first being obtained in writing.
 - 14.2.2 Any sub-contractors identified in the Detailed Collaboration Plan are permitted to perform those elements identified in the Detailed Collaboration Plan to be performed by such sub-contractors.

14.3 Notices

14.3.1 Any notices given under or in relation to this Agreement shall be deemed to have been properly delivered if sent by recorded or registered post or by fax and shall be deemed for the purposes of this Agreement to have been given or made at the time the letter would, in the ordinary course

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of post, be delivered or at the time shown on the sender's fax transmission report.

14.3.2 For the purposes of Clause 14.3.1, the address of each of the parties shall be those specified in the Detailed Collaboration Plan.

14.4 Entire Agreement

- 14.4.1 This Agreement, together with the documents and agreements referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties in relation to such matters.
- 14.4.2 Each of the parties acknowledges and agrees that in entering into this Agreement and the documents and agreements referred to in it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to each party in respect of any such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.
- 14.4.3 Nothing in this Clause 14.4 shall operate to exclude any liability for fraud.
- 14.5 Rights of Third Parties
 - 14.5.1 Nothing in this Agreement shall be deemed to grant any right or benefit to any person other than the parties or their respective successors in title or assignees, or entitle a third party to enforce any provision hereof and the parties do not intend that any term of this Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

14.6 Severability

14.6.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the parties shall immediately commence good faith negotiations to remedy that invalidity.

14.7 Variations

14.7.1 No purported amendment or variation of this Agreement or any provision of this Agreement shall be effective unless it is made in writing by the parties.

14.8 No waiver

- 14.8.1 The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.
- 14.9 Governing Law and Jurisdiction

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14.9.1 This Agreement shall be governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Procedure, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

EXECUTED AND DELIVERED as an agreement by the parties or their duly authorised attorneys

the day and year first above written.

FOR AND ON BEHALF OF THE AUTHORITY

Signed by:

Full name (capitals):

Position:

Date:

6/9/2024

FOR AND ON BEHALF OF COGNIZANT WORLDWIDE LIMITED

Signed by:

Full name (capitals):

Position:

Date:



4/9/2024

FOR AND ON BEHALF OF WORKDAY LIMITED

Signed by:

Full name (capitals):

Position:

Date:



.....

4/9/2024

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SCHEDULE 1

DEPENDENCIES REGISTER



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Contract and provision	Summary of obligation (for reference	Party
reference	purposes only – see relevant contract for	responsible
	full obligation)	

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Contract and provision	Summary of obligation (for reference	Party
reference	purposes only – see relevant contract for	responsible
	full obligation)	
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SCHEDULE 2

OUTLINE COLLABORATION PLAN