**Service Order**

|  |
| --- |
| **HM REVENUE & CUSTOMS SERVICE ORDER** |
| **A1.** | **HMRC Information****Purchase Order to be issued under separate cover** |
| CD Reference: | SR1201952481 |
| Purchase / Limit Order No | To be confirmed |
| HMRC Commercial Contact |
| Name: | XXXXXXXXXXX |
| Contact Telephone No.: | XXXXXXXXXXX |
| email: | XXXXXXXXXXX |
| HMRC Work Manager |
| Name: | XXXXXXXXXXX |
| Contact Telephone No.: | XXXXXXXXXXX |
| Contact Address: | XXXXXXXXXXX |
| email: | XXXXXXXXXXX |
| HMRC Authorised Officer:(Sponsor/Budget Approver/Invoicing & timesheets) | XXXXXXXXXXX |
|  |  |
| **A2.** | **Supplier Information** |
| Supplier: | Gartner UK Limited |
| Contact: | XXXXXXXXXXX |
| Contact Tel No: | XXXXXXXXXXX |
| Contact Address: | XXXXXXXXXXX |
| email: | XXXXXXXXXXX |
|  |  |
| **A3.** | **Contractual Detail** |
| Special Terms and Conditions:e.g. overtime, expenses, travel & subsistence, notice period. | This agreement will be governed by HMRC’s Mandatory Clauses as set out within Appendix 1: Authority’s Mandatory Terms in addition to the Supplier’s General Terms included in Appendix 2. As this agreement is being issued under the Terms & Conditions of a non-HMRC contract, the following HMRC specific Terms & Conditions will also apply:1. The Contractor shall at all times comply with the Value Added Tax Act 1994 and all other statutes relating to direct or indirect tax.
2. Failure to comply may constitute a material breach of this Contract and the Client may exercise the rights and provisions conferred by the Condition of Termination in the relevant contract.
3. The Contractor shall furnish to the Client the name, and if applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or Self-Assessment reference of any agent, supplier or sub- contractor. Upon a request by the Client, the Contractor shall not employ or will cease to employ any agent, supplier of sub-contractor.

By entering into this agreement, the Client will deem that the Contractor accepts the above HMRC specific Terms and Conditions. |

|  |  |
| --- | --- |
| **A4.** | **Project Information** |
| Project Title | CSG - Expert Insight and advisory support |
| Primary Location:(including full address) | Remote |
| Services Start Date: | 1st January 2023 |
| End Date: | 31st December 2023 |
|  |  |
| **A5.** | **Commercial Detail** |
|  |  |  |  |  |  |  |
| Service Name | Level of Access | Quantity | Name of User to be Licensed | Contract Term Start Date | Contract Term End Date | Total FeeGBP |
| Executive Programs Member (EPMEM) |  Member | 1 | Bal Moore | 01-JAN-2023 | 31-DEC-2023 | XXXXXX |
|  |  |  |  | **Term Total** | **(Excluding applicable taxes)** |  XXXXXX |
|  |  |  |  |  |  |  |
|  |
| **Grand Total (£)**exclusive of VAT: | XXXXXX |
|  |
| **A6.** | **Specification** |
| The section below should be used to provide clear details relating to the requirements for delivery of the project/assignment. It should include, where appropriate, milestones / key deliverables with dates, and proposals for skills transfer. |
| The Contractor will deliver the requirement according to the provisions set out under A.5 Commercial Detail and section 2. Service Descriptions within Appendix 2: Gartner UK Limited Service Agreement for HM Revenue and Customs (“Client”) of this agreement. |
|  |

The Agreement effected by the signing of this Form of Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement and supersedes all prior negotiations, representations or understandings whether written or oral.

Signed for and on behalf of:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **The Commissioners for HM Revenue & Customs**: |  | **Gartner UK Limited** |
| Signature: | XXXXXXXXXXX | Signature: | XXXXXXXXXXX |
| Name: | XXXXXXXXXXX | Name: | XXXXXXXXXXX |
| Capacity: | XXXXXXXXXXX | Capacity: | XXXXXXXXXXX |
| Date: | XXXXXXXXXXX | Date: | XXXXXXXXXXX |
| Address: | XXXXXXXXXXXXXXXXXXXXXX | Address: | XXXXXXXXXXXXXXXXXXXXXX |
| Telephone: | XXXXXXXXXXX | Telephone: | XXXXXXXXXXX |
| email: | XXXXXXXXXXX | email: | XXXXXXXXXXX |

**Appendix 1**

**AUTHORITY’S MANDATORY TERMS**

1. For the avoidance of doubt, references to ‘the Agreement’ mean the attached Service Agreement included in Appendix 2 between the Supplier and the Authority. References to ‘the Authority’ mean ‘the Buyer’ (the Commissioners for Her Majesty’s Revenue and Customs).
2. The Agreement incorporates the Authority’s mandatory terms set out in this Appendix 1.
3. In case of any ambiguity or conflict, the Authority’s mandatory terms in this Appendix 1 will supersede any other terms in the Agreement.
4. For the avoidance of doubt, the relevant definitions for the purposes of the defined terms set out in the Authority’s mandatory terms in this Appendix 1are the definitions set out at Clause 1 of this Appendix 1.

1. **Definitions**

|  |  |
| --- | --- |
| **“Affiliate”**  | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;  |
| **“Authority Data”**  | 1. the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
2. supplied to the Supplier by or on behalf of the Authority; and/or
3. which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or
4. any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;
 |
| **“Charges”**   | the charges for the Services as specified in Service Order Form;  |
| **“Connected Company”**  | means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;  |
| **“Control”**  | the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;  |
| **“Controller”, “Processor”, “Data Subject”,**  | take the meaning given in the UK GDPR;  |
| **“Data Protection Legislation”**  | 1. "the data protection legislation" as defined in section 3(9) of the Data Protection Act 2018; and;
2. all applicable Law about the processing of personal data and privacy;
 |
| **“Key Subcontractor”**  | any Subcontractor: 1. which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or
2. with a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Service Agreement;
 |
| **“Law”**  | any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;  |
| **“Personal Data”**  | has the meaning given in the UK GDPR;   |
| **“Purchase Order Number”**   | the Authority’s unique number relating to the supply of the Services;    |
| **“Services”**   | the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;  |
| **“Subcontract”**  | any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services, or facilities or services which are material for the provision of the Services, or any part thereof or necessary for the management, direction or control of the Services or any part thereof;  |
| **“Subcontractor”**  | any third party with whom: 1. the Supplier enters into a Subcontract; or
2. a third party under (a) above enters into a Subcontract,

or the servants or agents of that third party;  |
| **“Supplier Personnel”**  | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement; |
| **“Supporting Documentation”**  | sufficient information in writing to enable the Authority to reasonably verify the accuracy of any invoice;   |
| **“Tax”**  | 1. all forms of tax whether direct or indirect;
2. national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;
3. all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions. levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and
4. any penalty, fine, surcharge, interest, charges or costs relating to any of the above,

in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;  |
| **“Tax Non-Compliance”**   | where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1, where: 1. the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause 4.3; and
2. any “Essential Subcontractor” means any Key Subcontractor;
 |
| **“UK GDPR”**   | the UK General Data Protection Regulation, the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);  |
| **“VAT”**  | value added tax as provided for in the Value Added Tax Act 1994.  |

1. **Payment and Recovery of Sums Due**
2. The Supplier shall invoice the Authority as specified in Clause 3 of the Service Agreement. Without prejudice to the generality of the invoicing procedure specified in the Agreement, the Supplier shall procure a Purchase Order Number from the Authority prior to the commencement of any Services and the Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:
3. the Supplier does so at its own risk; and
4. the Authority shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.
5. Each invoice and any Supporting Documentation required to be submitted in accordance with the invoicing procedure specified in the Agreement shall be submitted by the Supplier, as directed by the Authority from time to time via the Authority’s electronic transaction system.
6. If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority.  The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

1. **Warranties**
2. The Supplier represents and warrants that:
3. in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Laws related to Tax in the United Kingdom and in the jurisdiction in which it is established;
4. it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and
5. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier’s assets or revenue and the Supplier has notified the Authority of any profit warnings issued in respect of the Supplier in the three years prior to the Effective Date.
6. If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 3.1.1, 3.1.2 and/or 3.1.3 has been breached, is untrue, or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.
7. In the event that the warranty given by the Supplier pursuant to Clause 3.1.2 is materially untrue, the Authority shall be entitled to terminate the Agreement pursuant to the Service Agreement clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

1. **Promoting Tax Compliance**
2. All amounts stated are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.
3. To the extent applicable to the Supplier, the Supplier shall at all times comply with all Laws relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.
4. The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the provision of any material Services under the Agreement by that agent, supplier or Subcontractor.  Upon a request by the Authority, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor supplying Services under the Agreement.
5. If, at any point during the Term, there is Tax Non-Compliance, the Supplier shall:
6. notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
7. promptly provide to the Authority:
8. details of the steps which the Supplier is taking to resolve the Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
9. such other information in relation to the Tax Non-Compliance as the Authority may reasonably require.
10. The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement.  Any amounts due under this Clause 4.5 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.
11. Upon the Authority’s request, the Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.
12. If the Supplier:
13. fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with Clauses 4.2, 4.4.1 and/or 4.6 this may be a material breach of the Agreement;
14. fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with a reasonable request by the Authority that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by Clause 4.3 on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in Tax Non-Compliance this shall be a material breach of the Agreement; and/or
15. fails to provide details of steps being taken and mitigating factors pursuant to Clause 4.4.2 which in the reasonable opinion of the Authority are acceptable this shall be a material breach of the Agreement;

and any such material breach shall allow the Authority to terminate the Agreement pursuant to the Call-Off Clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

1. The Authority may internally share any information which it receives under Clauses 4.3 to 4.4 (inclusive) and 4.6, for the purpose of the collection and management of revenue for which the Authority is responsible.

1. **Use of Off-shore Tax Structures**
2. Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract (**“Prohibited Transactions”**). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties’ business.
3. The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place.
4. In the event of a Prohibited Transaction being entered into in breach of Clause 5.1 above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Authority and, in order to ensure future compliance with the requirements of Clauses 5.1 and 5.2, the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Authority) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the escalation process in the Agreement.
5. Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses 5.2 and 5.3 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

 **Annex 1**

**Excerpt from HMRC’s “Test for Tax Non-Compliance”**

*Condition one (An in-scope entity or person)*

1. There is a person or entity which is either: (“X”)

1. The Economic Operator or Essential Subcontractor (EOS)
2. Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities’ financial statements would be required to be consolidated with those of EOS if prepared in accordance with *IFRS 10 Consolidated Financial Accounts1*;
3. Any director, shareholder or other person (P) which exercises control over EOS. ‘Control’ means P can secure, through holding of shares or powers under articles of association or other document that EOS’s affairs are conducted in accordance with P’s wishes.

*Condition two (Arrangements involving evasion, abuse or tax avoidance)*

1. X has been engaged in one or more of the following:

1. Fraudulent evasion2;
2. Conduct caught by the General Anti-Abuse Rule3;
3. Conduct caught by the Halifax Abuse principle4;
4. Entered into arrangements caught by a DOTAS or VADR scheme5;
5. Conduct caught by a recognised ‘anti-avoidance rule’6 being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. ‘Targeted Anti-Avoidance Rules’ (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;
6. Entered into an avoidance scheme identified by HMRC’s published Spotlights list7;
7. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

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

1. X’s activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:

1. In respect of (a), either X:
2. Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure8; or,
3. Has been charged with an offence of fraudulent evasion.
4. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.
5. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
6. In respect of (f) this condition is satisfied without any further steps being taken.
7. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.

Appendix: 2:

# **Gartner UK Limited Service Agreement for HM Revenue and Customs (“Client”)**

This Service Agreement (“**SA**”), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between **Gartner UK Limited** of Tamesis, The Glanty, Egham, Surrey, TW20 9AH (“**Gartner**”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 100 Parliament Street, Westminster, London, SW1A 2BQ for the Services (as defined below), and shall be effective when signed by both parties. Client agrees to subscribe to the following Services for the term and fees set forth below.

**1. DEFINITIONS AND ORDER SCHEDULE**

***Services*** are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

***Service Descriptions*** describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service.  Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Service Name** | **Level of Access** | **Quantity** | **Name of User to be Licensed** | **Contract Term Start Date** | **Contract Term End Date** | **Annual Fee****GBP** | **Total Fee****GBP** |
| **Executive Programs Member (EPMEM)** | **Member** | **1** | **Bal Moore** | **01-JAN-2023** | **31-DEC-2023** | **XXXXXX** | **XXXXXX** |
|  |  |  |  | **Term Total** | **(Excluding applicable taxes)** |  | **XXXXXX** |
|  |  |  |  |  |  |  |  |
|  |  |  |  | **Total Services:** | **(Excluding applicable taxes)** |  | **XXXXXX** |

**1-2BXA96KR 2310 WRD**

**2. SERVICE DESCRIPTIONS**

|  |  |
| --- | --- |
| **Service Name/ Level of Access** | **Service Description URL** |
| **Executive Programs Member** | [**http://sd.gartner.com/sd\_ep\_member.pdf**](http://sd.gartner.com/sd_ep_member.pdf) |

**3. PAYMENT TERMS**

Gartner will invoice Client annually in advance for all Services. Client agrees to pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner. Client agrees to pay all invoiced amounts within 30 days from the date of invoice.

**4. CLIENT BILLING INFORMATION**

Please attach any required Purchase Order (“**PO**”) to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year.Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect.

1F00\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_1M00\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Purchase Order Number Billing Address*

1N00\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1O00*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

 *VAT Number Invoice Recipient Name*

1P00\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1Q00\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Invoice Recipient Tel. No. Invoice Recipient Email*

**5. AUTHORISATION**

 **Client: Gartner UK Limited**

 **HM Revenue and Customs**

1A1N\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3A1N \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Signature Signature*

1GNN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3GNN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Date Date*

1HNN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3HNN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name Print Name

1E10 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3E10\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Title Title*

**IF NOT USING DIGITAL SIGNATURE, PLEASE RETURN TWO SIGNED ORIGINAL HARDCOPIES OF THIS SA TO:**

Contracts Administration Department

Gartner UK Limited

Tamesis, The Glanty

Egham, Surrey

TW20 9AH

**General Terms**

#### 1. This SA for subscription-based research and related services (the “Services”) is non-cancellable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.

**2.** ***Ownership and Use of the Services*.** Gartner owns and retains all rights to the Services not expressly granted to Client.  Only the individuals named in this SA (each a “**Licensed User**”) may access the Services.  Each Licensed User will be issued a unique password, which may not be shared.  Client agrees to review and comply with the *Gartner Usage Policy* which is accessible to all Licensed Users via the “Policies” section of gartner.com.  Among other things, the *Gartner Usage Policy* describes how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

**3. *Client Confidential Information.*** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.

**4. *Disclaimer of All Other Warranties***. The Services are provided on an “as is” basis, and Gartner expressly disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and warranties as to accuracy, completeness or adequacy of information. Client recognises the uncertainties inherent in any analysis or information that may be provided as part of the Services, and acknowledges that the Services are not a substitute for its own independent evaluation and analysis and should not be considered a recommendation to pursue any course of action.  Gartner shall not be liable for any actions or decisions that Client may take based on the Services or any information or data contained therein.  Client understands that it assumes the entire risk with respect to the use of the Services.

**5. *Data Protection****.* In performing its obligations under this SA, Gartner and the Client will each comply with the United Kingdom Data Protection Act 2018, any subordinate legislation passed under that Act and with any other applicable data protection legislation. In providing the services Gartner shall comply with its global privacy policy available at gartner.com/privacy.

**6.*****Miscellaneous***

(a) ***Assignability.*** This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition.  Where consent is required, it will not be unreasonably withheld.

(b) ***Dispute Resolution.*** Any unresolved dispute arising under this SA, including any question regarding its existence, validity or termination, shall at the request of either party, be referred to and finally resolved by arbitration under the London Chamber of International Arbitration ("LCIA") Rules. The number of arbitrators shall be one, to be agreed upon by the parties.  If they are unable to so agree within 14 days of the date of the request that the dispute be referred to arbitration, the arbitrator shall be selected and appointed by the LCIA Court. The arbitration shall be conducted in London, England in the English language. The parties agree that the decision of the arbitrator shall be final and binding. This section is without prejudice to either party's right to seek interim relief against the other party (such as an injunction) through the English courts to protect its rights and interests. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorneys’ fees and costs, in addition to any award of damages or other relief.

(c) ***Applicable La***w. This SA shall be governed by and construed in accordance with the laws of England.

(d) ***Use of Name, Trademark, and Logo****.*  Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

(e)  ***No Third Party Beneficiaries***. This SA is for the benefit of the parties only.

(f) ***Surviving Clauses***.  Sections 3, 4, 5, and 6 (b), (c), (d), (e) and (f) shall survive the termination of this SA.

**SERVICE DESCRIPTION**

**Attachment to the Service Agreement**

**EXECUTIVE PROGRAMS MEMBER**

Executive Programs Member (the “Service”) is designed for the most senior technology executive in the organization, typically the CIO. This Service provides client (“Client”) with an ongoing advisory relationship with Gartner and a thinking partner to contextualize Gartner insights.

**DELIVERABLES**

1. Client may designate one (1) Licensed User, referred to herein as “Member,” who may access the Deliverables listed below.

|  |  |
| --- | --- |
| * Assigned Service Delivery Team
* Value Reviews
* Access to Research Experts
* Gartner IT Symposium/Xpo**TM** with Executive Programs VIP access
* Executive Programs Events
* Peer Networking
 | * Gartner for IT Leaders Research and related content
* Peer & Practitioner Research
* Executive Programs Researchand related content
* IT Key Metrics Data
* IT Podcast Series
 |

2. Additional information on the Deliverables listed above include the following:

1. **Assigned Service Delivery Team**

An Executive Partner with experience in senior technology executive roles and a client success manager will serve as the Member’s primary points of contact. They will help define and develop individualized strategies based on their priorities and initiatives (“member agenda”). The Member may interact on a monthly basis with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: virtual Strategy Meetings, research expert interactions, Gartner IT Symposium/Xpo attendance, peer networking interactions, or Executive Partner teleconferences or meetings.

Virtual strategy meetings between the Member and by invitation of the Member, one or more of the Member’s peers (typically the CEO, CFO, CXO, et al.), and the Executive Partner may be to review and apply Executive Programs research; the annual EXP CIO Agenda, or other relevant content; provide advice on issues of relevance to Member; and/or to drive the member agenda.

1. **Value Reviews**

The Executive Partner will periodically conduct value reviews with the Member against the member

agenda.

1. **Access to Research Experts**

**Inquiry**: Provides access to Gartner experts associated with this Service. Participation is limited to the expert and the Member. Inquiry topic may be any area of Gartner-covered research so long as the purpose is to enhance the member agenda.

**Prioritized Scheduling**: Member is entitled to prioritized scheduling for inquiry and 1-on-1 sessions at Gartner IT Symposium/Xpo.

1. **Conference and Events**

**Attendance at Gartner IT Symposium/XpoTM with Executive Programs VIP Access**: One (1) complimentary, nontransferable invitation or ticket (“Ticket”) to attend Gartner IT Symposium/Xpo, including standard Symposium entitlements plus Executive Programs VIP access, as further referenced below.

*Service Description: Executive Programs Member, Version 9.0, September 2022 ─ Page 1 of 2*

**Executive Programs Events**: Complimentary, nontransferable invitation for attendance at content-based Gartner events.

1. **Peer Networking**

**Peer Directory**: Access to a searchable directory of Members and their teams.

**Online Forums**: Access to discussions of common issues among peers.

**Offline Meetups**: Access to designated program lounges at Gartner IT Symposium/Xpo.

**Facilitated Networking**: Executive Partner will, upon request, arrange meetings with peers around a

specific topic to discuss best practices or areas of expertise.

1. **Research Access**

**Gartner for IT Leaders Research and related content**: Includes Gartner Core IT and Role-specific

Research and IT Podcast Series.

**Peer & Practitioner Research**: Includes peer benchmarks, best practices, case studies, tools, and

templates.

**Executive Programs Research and related content**

**Research Reports**: Exclusive CIO-focused research reports, covering Gartner-selected topics on areas

where business and IT intersect. Includes associated tools and teleconferences hosted by Executive

Programs authors to discuss their Research Reports, business insights and leadership development‑

related content.

**Business Research and related content**: Targeted to CIOs, CFOs, and other business executives.

**IT Key Metrics Data**: Provides performance metrics on trends in IT spending and staffing, unit costs,

and performance measures across critical IT domains.

1. **IT Podcast Series**: A subscription-based podcast series featuring Gartner experts’ perspectives on business priorities and challenges on topics in information technology.

**\*\*\***

**ADDITIONAL USAGE INFORMATION**

The conference invitation or Ticket entitles Licensed User to register for one (1) conference and is valid for 12 (twelve) months from date of issue. A conference invitation provided as part of a Gartner research offering is valid only for a conference during the contract term of that service. One (1) Ticket is issued per contract term of twelve (12) months – a shorter contract term does not entitle Client to a conference invitation. Invitations are nontransferable. A single invitation may not be used by more than one (1) client company employee and may not be used for admission to any conference other than Gartner IT Symposium/Xpo Conference.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the Gartner Usage Policy and the Gartner Content Compliance Policy which are accessible on the Policies section of [gartner.com](http://gartner.com).

*Service Description: Executive Programs Member, Version 9.0, September 2022 ─ Page 2 of 2*

**Appendix C: Security Questionnaire Plan**

**XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**