**THIS AGREEMENT** is made this [ ] day of [ ] 2021

**Between:**

**(1) The Cayman Islands** **Government** acting herein and represented by the [ ] of Government Administration Building, 133 Elgin Avenue, George Town, Grand Cayman, KY1-9000, Cayman Islands **(Customer)**

**(2) [ ]** incorporated and registered in [ ] with company number [NUMBER] whose registered office is at [ ]**(Supplier)**

(each a “Party” and jointly, the “Parties”)

1. On [date] the Customer issued a Request for Proposals (RFP number [XXX]) seeking [insert details].
2. The Supplier has been chosen by the Customer as the preferred supplier.
3. This Agreement sets out the terms upon which the Supplier will supply [insert details] to the Customer.

**THE PARTIES HEREBY AGREE:**

**1.**  **INTERPRETATION**

 The following definitions and rules of interpretation apply in this Agreement.

**1.1**  Definitions:

**Business Day:**  a day other than a Saturday, Sunday or public holiday in the Cayman Islands, when banks are open for business.

**Customer Materials:**  has the meaning set out in [*Clause 5.3(j)*](#co_anchor_a460831_1).

**Deliverables:**  all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**Goods:**  the goods (or any part of them) set out in Schedule A to this Agreement.

**Goods Specification:**  any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier, including the details of the Goods as set out in Schedule A to this Agreement.

**Intellectual Property Rights:**  patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off[or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Services:**  the services, including any Deliverables, to be provided by the Supplier under this Agreement as set out in the Service Specification.

**Service Specification:** the description or specification for Services agreed in writing by the Customer and the Supplier, including those set out in Schedule A to this Agreement.

**1.2**  Interpretation:

**(a)**  A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

**(b)**  A reference to a party includes its personal representatives, successors and permitted assigns.

**(c)**  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 all subordinate legislation made under that statute or statutory provision.

**(d)**  Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**(e)**  A reference to **writing** or **written** includes fax and email.

**2.**  **BASIS OF CONTRACT**

All of the terms of this Agreement shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

**3.**  **SUPPLY OF GOODS**

**3.1**  The Supplier shall ensure that the Goods shall:

**(a)**  correspond with their description and any applicable Goods Specification;

**(b)**  be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier’s skill and judgement;

**(c)**  where they are manufactured products, be free from defects in design, materials and workmanship and remain so for a period of 12 months after [delivery/installation].

**(d)**  comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

**3.2**  The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under this Agreement in respect of the Goods.

**3.3**  The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier’s obligations under this Agreement.

**3.4**  If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier’s undertakings at [*Clause 3.1*](#co_anchor_a188444_1), the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

**3.5**  The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

**4.**  **DELIVERY OF GOODS**

**4.1**  The Supplier shall ensure that:

**(a)**  the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

**(b)**  each delivery of the Goods is accompanied by a delivery note which the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

**(c)**  it states clearly on the delivery note any requirement for the Customer to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

**4.2**  The Supplier shall deliver the Goods:

**(a)**  on the date specified in Schedule B or otherwise as agreed in writing with the Customer;

**(b)**  to the Customer’s premises at 133 Elgin Avenue, George Town or such other location as instructed by the Customer before delivery (**Delivery Location**); and

**(c)**  during the Customer’s normal hours of business on a Business Day, or as instructed by the Customer.

**4.3**  Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

**4.4** If the Supplier:

1. delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
2. delivers more than 105% of the quantity of Goods ordered, the Customer may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier’s risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

**4.5**  The Supplier shall not deliver the Goods in instalments without the Customer’s prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in [*Clause 6.1*](#co_anchor_a114474_1).

**4.6**  Title shall pass to the Customer upon payment. Risk shall pass to the Customer upon delivery.

**5.**  **SUPPLY OF SERVICES**

**5.1**  The Supplier shall from the date of this Agreement and for the duration of this Agreement supply the Services to the Customer in accordance with the terms of this Agreement.

**5.2**  The Supplier shall meet any performance dates for the Services specified in Schedule B to this Agreement or that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.

**5.3**  In providing the Services, the Supplier shall:

**(a)**  co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;

**(b)**  perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier’s industry, profession or trade;

**(c)**  use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with this Agreement;

**(d)**  ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;

**(e)**  provide all equipment, tools and vehicles and such other items as are required to provide the Services;

**(f)**  use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;

**(g)**  obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

**(h)**  comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services;

**(i)**  observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer’s premises;

**(j)**  hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer’s written instructions or authorisation;

**(k)**  not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and

**(l)**  comply with any additional obligations as set out in the Service Specification.

**6. SUPPLIER WARRANTIES**

**6.1** The Supplier warrants and represents to the Customer that:

1. it has full capacity and authority and all necessary consents to enter into and to perform this Agreement;
2. it is not prevented or restrained legally, commercially or otherwise from entering into or undertaking the provisions of this Agreement;
3. there are no pending legal, governmental or regulatory investigations, actions, suits or proceedings to which the Supplier is or may be the subject that, individually or in the aggregate, if determined adversely to the Supplier, could reasonably be expected to have a material adverse effect on:

**(i)** the financial condition or prospects of the Supplier; or

**(ii)** its ability to perform its obligations under this Agreement.

1. in performing its obligations under this Agreement, the Supplier will comply with all laws and regulations of the Cayman Islands and directives of the Customer and any statutory authority;
2. the Supplier has all licenses, authorizations, consents and approvals required by applicable laws in order to perform its obligations under this Agreement;
3. the Services do not of themselves or through their use infringe any third party Intellectual Property Rights;
4. the Supplier will use its best endeavors to not introduce, or permit the introduction of, any virus or other harmful element into the Customer’s computer systems;
5. the Services will be provided with due care and skill and in a timely and diligent manner and any materials supplied in connection with the Services, including any media used for the storage of material in electronic form, will be fit for the purpose for which they are supplied and comply with all relevant specifications;
6. all statements and representations by the Supplier or on its behalf to the Customer are, to the best of its knowledge, information and belief, true and accurate, and the Supplier will advise the Customer of any fact, matter or circumstance of which it may become aware which would render any such statement or representation false or misleading or likely to mislead.

**6.2** The Customer may terminate this Agreement forthwith by written notice to the Supplier if the Company is in breach of Clause 6.1 (b) or (c).

**7.**  **CUSTOMER REMEDIES**

**7.1**  If the Supplier fails to deliver the Goods by the dates set out in Schedule B or to perform the Services by the dates set out in Schedule B, or both, the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

**(a)**  to terminate this Agreement with immediate effect by giving written notice to the Supplier;

**(b)**  to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

**(c)**  to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;

**(d)**  to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and

**(e)**  to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier’s failure to meet such dates.

**7.2**  If the Supplier has delivered Goods that do not comply with the undertakings set out in [*Clause 3.1*](#co_anchor_a188444_1), then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights, whether or not it has accepted the Goods:

**(a)**  to terminate this Agreement with immediate effect by giving written notice to the Supplier;

**(b)**  to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier’s own risk and expense;

**(c)**  to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

**(d)**  to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

**(e)**  to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and

**(f)**  to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier’s failure to supply Goods in accordance with [*Clause 3.1*](#co_anchor_a188444_1).

**7.3**  If the Supplier has supplied Services that do not comply with the requirements of [*Clause 5.3(d)*](#co_anchor_a232479_1) then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights:

**(a)**  to terminate this Agreement with immediate effect by giving written notice to the Supplier;

**(b)**  to return the Deliverables to the Supplier at the Supplier’s own risk and expense;

**(c)**  to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);

**(d)**  to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

**(e)**  to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and

**(f)**  to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier’s failure to comply with [*Clause 5.3(d)*](#co_anchor_a232479_1).

**7.4**  This Agreement shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

**7.5**  The Customer’s rights and remedies under this Agreement are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

**8.**  **CUSTOMER’S OBLIGATIONS**

**8.1**  The Customer shall:

**(a)**  provide the Supplier with reasonable access at reasonable times to the Customer’s premises for the purpose of providing the Services; and

**(b)**  provide such necessary information for the provision of the Services as the Supplier may reasonably request.

**9.**  **CHARGES AND PAYMENT**

**9.1**  The charges for the Goods and Services are [detailed / or as set out in Schedule C]

**9.2** The charges for the Goodsshall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.

**9.3**  The charges for the Services shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

**9.4**  In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

**9.5**  If the Customer fails to make a payment due to the Supplier under this Agreement by the due date, then the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this [*Clause 9.5*](#co_anchor_a72482_1)will accrue at 3% per annum.

**9.6**  The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

**9.7**  The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

**10.**  **INTELLECTUAL PROPERTY RIGHTS**

**10.1**  All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.

**10.2**  The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.

**10.3**  The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of this Agreement for the purpose of providing the Services to the Customer.

**10.4**  All Customer Materials are the exclusive property of the Customer.

**11.**  **INDEMNITY**

**11.1**  The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:

**(a)**  any claim made against the Customer for actual or alleged infringement of a third party’s intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials);

**(b)**  any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and

**(c)**  any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

**11.2**  This [*Clause 11*](#co_anchor_a546282_1) shall survive termination of this Agreement.

**12.**  **INSURANCE**

**12.1** During the term of this Agreement and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with this Agreement, and shall, on the Customer’s request, produce both the insurance certificate giving details of cover and the receipt for the current year’s premium in respect of each insurance.

**12.2** Any insurance carried by the Customer, its employees, servants or agents shall be excess and not contributory insurance to that provided by the Supplier.

**12.3** For the avoidance of doubt, the Parties agree and acknowledge that nothing in this Agreement regarding insurance shall relieve the Supplier from the diligent performance of any of its obligations under this Agreement.

**12.4** The Supplier shall be solely responsible for any deductible losses under any policy.

**12.5** Every insurance policy effected by the Supplier in accordance with the Agreement shall include worldwide jurisdiction and not in any way exclude the Cayman Islands as a covered jurisdiction.

1. **CONFIDENTIALITY**
   1. The Supplier may be given access to Confidential Information from the Customer in order to perform its obligations under this Agreement. Confidential Information shall not be deemed to include information that:

**(a)**  is or becomes publicly known other than through any act or omission of the Supplier;

**(b)**  (save in respect of the Deliverables) was in the Supplier’s lawful possession before the relevant disclosure or access was provided by the Customer or its agents; or

**(c)**  is lawfully disclosed to the Supplier by a third party without restriction on disclosure.

**13.2** Subject to [*Clause 10.4*](#co_anchor_a496933_1), the Supplier shall hold the Confidential Information in confidence and not make the Confidential Information available to any third party, or use the Confidential Information for any purpose other than the implementation of this Agreement.

**13.3** The Supplier shall take all reasonable steps to ensure that the Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

**13.4**  The Supplier may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the Customer as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this [*Clause 13.4*](#co_anchor_a496933_1), it takes into account the reasonable requests of the Customer in relation to the content of such disclosure.

**13.5** With respect to Personal Data received, processed or handled by the Supplier in connection with the provision of Services, the Parties acknowledge and agree that the Customer is ultimately accountable under applicable privacy legislation for such Personal Data in the custody or control of the Supplier. The Supplier shall:

1. Use such Personal Data only in connection with the provision of the Services;
2. Take such efforts to ensure that all Personal Data, irrespective of the format in which it is contained, is protected by security safeguards appropriate for the sensitivity, amount, distribution, format and method of storage of the Personal Information, as it would protect its own Personal Information;
3. Process the Personal Data only in accordance with instructions from the Customer;
4. Obtain prior written consent from the Customer in order to transfer Personal Data to any sub-contractors or affiliates;
5. Ensure that all Supplier personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 9; and
6. Notify the Customer as soon as practicable and in any event, no later than five (5) days after becoming aware of a Personal Data Breach.

**13.6** If the Customer, as a Data Controller, is held liable for a violation of the Data Protection Law, 2017 in circumstances where the violation was committed by the Supplier as a Data Processor, the Supplier will, to the extent to which it is liable, indemnify the Customer for any cost, charge, damages, expenses or loss it has incurred as a result of such breach.

**13.7** The terms “Data Controller”, “Data Processor”, “Personal Data” and “Personal Data Breach” shall have the same meanings as set out in the Data Protection Act (2021 Revision).

**13.8** The Supplier shall not perform its obligations under this Agreement in such a way as to cause the Customer to breach any of its applicable obligations under data protection legislation.

**13.9**. This *Clause 13* shall survive termination of this Agreement for any reason.

**14.**  **TERMINATION**

**14.1**  Without affecting any other right or remedy available to it, the Customer may terminate this Agreement:

**(a)**  with immediate effect by giving written notice to the Supplier if:

**(i)**  there is a change of control of the Supplier; or

**(ii)**  the Supplier’s financial position deteriorates to such an extent that in the Customer’s opinion the Supplier’s capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy; or

**(iii)**  the Supplier commits a breach of [*Clause 5.3(h)*](#co_anchor_a121180_1) or Clause 17;

**(b)**  for convenience by giving the Supplier three months’ written notice.

**14.2**  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 30 days after being notified in writing 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.

**15.**  **CONSEQUENCES OF TERMINATION**

**15.1**  On termination of this Agreement, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier’s premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement.

**15.2**  Termination or expiry of this Agreement shall not affect the parties’ rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

**15.3**  Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

**16.**  **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 it if such delay or failure results from events, circumstances or causes beyond its reasonable control and which could not have been avoided by the use of reasonable diligence. If the period of delay or non-performance continues for [NUMBER] [weeks **OR** months], the party not affected may terminate this Agreement by giving [NUMBER] [days’] written notice to the affected party.

**17.**   **ANTI-BRIBERY**

**17.1**  The Supplier shall:

**(a)**   comply with any and all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Anti-Corruption Act (2019 Revision) (**Relevant Requirements**);

**(b)** not engage in any activity, practice or conduct which would constitute an offence under Anti-Corruption Act (2019 Revision) if such activity, practice or conduct had been carried out in the Cayman Islands;

**(c)** have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Anti-Corruption Act (2019 Revision), to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

**(d)** promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement;

**(e)** immediately notify the Customer (in writing) if a public officer becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no public officers as officers or employees or direct or indirect owners at the date of this Agreement);

**(f)** within one month of the date of this Agreement, and annually thereafter, certify to the Customer in writing signed by an officer of the Supplier, its compliance with this clause 17 by the Supplier and all persons associated with it and all other persons for whom the Supplier is responsible under clause 17.1(e). The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.

**17.2**  Without prejudice to clause 17.1*,* the Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 17. The Supplier shall in any circumstances be responsible for the observance and performance by such persons of the Relevant Requirements, and shall in any circumstances be directly liable to the Customer for any breach by such persons of any of the Relevant Requirements howsoever arising.

**17.3** For the purpose of this clause 17, the meaning of adequate procedures and public officer and whether a person is associated with another person shall be determined in accordance with Anti-Corruption Act (2019 Revision) (and any guidance issued in relation to that Law). For the purposes of this clause 14a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

**18.**  **GENERAL**

**18.1**  **Assignment and other dealings.**

**(a)**  The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under this Agreement.

**(b)**  The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Customer.

**18.2**  **Notices.**

**(a)**  Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address notified by the other party for the purposes of this Clause 18.2.

**(b)**  A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; 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 sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this [*Clause 18.2(b)*](#co_anchor_a640252_1),business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

**(c)**  This [*Clause 18.2*](#co_anchor_a345930_1) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

**18.3**  **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 18.3*](#co_anchor_a969809_1) shall not affect the validity and enforceability of the rest of this Agreement.

**18.4**  **Waiver.** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**18.5**  **No partnership or agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

**18.6**  **Third party rights.**

**(a)**  Unless it expressly states otherwise, this Agreement does not give rise to any rights under this Agreements (Rights of Third Parties) Law, 2014 to enforce any term of this Agreement.

**(b)**  The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

**18.7**  **Variation.** Except as set out in this Agreement, no variation of this Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

**18.8**  **Governing law.** This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Cayman Islands.

**18.9**  **Jurisdiction.** Each party irrevocably agrees that the courts of the Cayman Islands shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

|  |  |  |
| --- | --- | --- |
| Signed by [ ] for and on behalf of **CAYMAN ISLANDS GOVERNMENT** |  |  |
|  |  |  |
|  | | |
| Signed by [NAME OF DIRECTOR] for and on behalf of **[ ]** |  | Director |

**SCHEDULE A**

[Insert details of Deliverables from RFP]

**SCHEDULE B**

[Insert timeline/project implementation plan from the RFP]

**SCHEDULE C**

[Insert pricing details from the RFP]