

MASTER SERVICES AGREEMENT

Parties: _____

1. Definitions

In this Agreement, unless the context otherwise requires, the following definitions shall apply: 'Agreement' means this Master Services Agreement including all schedules and appendices; 'Client' means the party receiving services; 'Service Provider' means the party providing services; 'Services' means the services described in the applicable Scope of Work.

2. Scope of Services

The Service Provider agrees to provide the Services as detailed in one or more Statements of Work (SOW) issued under this Agreement. Each SOW shall specify the scope, deliverables, timeline, and pricing.

3. Term and Termination

This Agreement shall commence upon execution and continue until terminated by either party on providing not less than thirty (30) days' written notice. Either party may terminate immediately for material breach or insolvency of the other party.

4. Fees and Payment

Client shall pay Service Provider the fees set forth in each SOW. Unless otherwise stated, all fees are exclusive of VAT or other taxes. Payment is due within thirty (30) days of receipt of a valid invoice. Late payments may incur interest at 4% per annum above the Bank of England base rate.

5. Confidentiality

Each party shall keep confidential all information received from the other party marked as confidential or which ought reasonably to be regarded as confidential. This obligation shall survive termination of this Agreement.

6. Intellectual Property

All intellectual property created or developed by the Service Provider in connection with the Services shall be owned by the Client upon full payment, except for any pre-existing intellectual property of the Service Provider.

7. Warranties and Representations

Service Provider warrants that it will perform the Services with reasonable skill and care in accordance with industry standards. Except as expressly provided, all other warranties, conditions or guarantees are excluded to the fullest extent permitted by law.

8. Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, special or punitive damages, including loss of profits, revenue or data. The total liability of either party under or in connection with this Agreement shall not exceed the total fees paid under the relevant SOW.

9. Data Protection

Each party shall comply with their respective obligations under applicable data protection legislation, including the UK GDPR and Data Protection Act 2018. Personal data shall be processed only in accordance with the terms of this Agreement and relevant data processing agreements.

10. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations due to events beyond their reasonable control, including but not limited to acts of God, war, terrorism, strikes, government action, or pandemics.

11. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales for any disputes arising out of or in connection with this Agreement.

12. Notices

All notices under this Agreement shall be in writing and delivered by hand, pre-paid recorded delivery, or email to the addresses specified in the SOW or as otherwise notified.

13. Entire Agreement

This Agreement, together with all SOWs and appendices, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings or arrangements, whether oral or written, relating to its subject matter.

14. Amendments

No amendment or variation of this Agreement shall be effective unless in writing and signed by duly authorised representatives of both parties.

15. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

16. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signatures provided by electronic means including PDF or scanned copies

shall be deemed valid and binding.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://docstemplates-uk.com/msa-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://docstemplates-uk.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.