

**Contract of Commercial Terms
between
the Chartered Institute of Legal Executives
and
CILEx Regulation Ltd**

1. Preamble

- 1.1 The Chartered Institute of Legal Executives (“CILEx”) and CILEx Regulation Ltd (“CRL”) (together, “the Parties”) have agreed the terms of a “*Service Level Agreement (SLA) for Services provided to CILEx Regulation Ltd*” (the “SLA”) by CILEx, a copy of which is appended to this Contract and marked Appendix 1.
- 1.2 By this Contract the Parties agree to be bound by the terms of the SLA and the further terms set out below.

2. Warranties

- 2.1 Each Party warrants that it has full power and capacity to enter into this Contract and the SLA and comply with the obligations therein.

3. Force Majeure

- 3.1 Neither Party shall be in breach of this Contract or the SLA nor liable for delay in performing, or failure to perform, any of its obligations under this Contract or the SLA if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of time for performing such obligations. If the period of delay or non-performance continues for two months, the Party not affected may terminate this agreement by giving three months written notice to the affected Party (as applicable).

4. Data Protection

- 4.1 Each Party shall comply with all the obligations imposed on it under the Data Protection Legislation.

5. Intellectual Property Rights

- 5.1 Each Party and its licensors (the “Owner”) shall retain ownership of all Intellectual Property Rights in all of its pre-existing materials in any form that are used and any newly developed materials in any form that are created by the Owner during the course of performing its functions in accordance with this Contract and the SLA (“Owner Materials”).
- 5.2 The Owner grants to the other Party, or shall procure the direct grant to the other Party a fully paid-up, worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free licence to use the Owner Materials during the term of this Contract and the SLA to the extent necessary for the performance of each Party’s functions.
- 5.3 The Owner warrants that the receipt and use of the Owner Materials by the other Party in accordance with this clause shall not infringe the rights, including any Intellectual Property Rights, of any third party. The Owner shall not be in breach of this warranty to the extent that the infringement arises from the modification of the Owner Materials other than by or on behalf of Owner.

6. Variations

- 6.1 The Parties acknowledge that this Contract and the SLA may be amended from time to time by written agreement between the Parties.

7. Notices and information

- 7.1 Any notice given or any information to be provided between Parties under this Agreement and the SLA must be sent by e-mail to the email address provided by the other Party. If this is not possible, notice can be given or information

can be provided by first class post to the postal address provided by the other Party.

8. Assignment of rights

8.1 No Party may assign or purport to assign its rights and obligations under this Contract or the SLA.

9. Waiver of rights

9.1 The waiver of any right under this Contract or the SLA by a Party shall not imply the waiver of any other right or of this Contract or the SLA as a whole.

10. Validity of provisions

10.1 If a provision of this Contract or the SLA is found to be unlawful and/or unenforceable, it shall not affect the validity of any other provision in this Contract or the SLA.

11. Governing law

11.1 This Contract and the SLA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with either or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

EXECUTED by)
[insert name])

[Insert Title]

On behalf of the Chartered Institute of
Legal Executives

On [day] the [date] of [month] [year]

EXECUTED by)
[insert name])

[Insert Title]

On behalf of CILEx Regulation Ltd

On [day] the [date] of [month] [year]