# Contract Analysis Report

Generated: 2025-09-09 19:28
**Total Contracts Analyzed: 1**

## Classification Summary

|  |  |  |
| --- | --- | --- |
| Category | Present | Absent |
| Acceptable Clauses | 0 | 7 |
| Unacceptable Clauses | 0 | 8 |
| Neutral Clauses | 19 | - |
| Total | 19 | 15 |

## Detailed Contract Review

### Demo\_Security\_Addendum\_1.docx

**Key Sections:** No specific sections identified

**Clause Status:** Acceptable *(Absent)*

**Clause Text:** This Agreement and any disputes arising out of or relating to this Agreement will be governed by, construed and interpreted in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to any choice of law principle that would require the application of the law of another jurisdiction. The Parties expressly reject any application to this Agreement of (a) the United Nations Convention on Contracts for the International Sale of Goods; and (b) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, done at Vienna on April 11, 1980.

**Classification Logic:** *Originally unacceptable clause marked acceptable due to absence.*

**Recommendation:** *"The governing law clause specifying Massachusetts and the rejection of the United Nations Convention on Contracts for the International Sale of Goods and the 1974 Convention on the Limitation Period in the International Sale of Goods is not present in the provided contract text. It is recommended to include such a clause to ensure clarity on the governing law and to avoid unintended application of international conventions. If Massachusetts law is beneficial, it should be explicitly stated. Additionally, ensure that the clause is distinct and clearly separated from other provisions to avoid ambiguity. Consider renegotiating or seeking explicit approval from senior management if the governing law is not Massachusetts."*

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**Clause Status:** Acceptable *(Absent)*

**Clause Text:** This Agreement will remain in full force and effect until

**Classification Logic:** *Originally unacceptable clause marked acceptable due to absence.*

**Recommendation:** *"The contract text does not contain the specified term regarding the duration of the agreement. It is recommended to include a clause that explicitly states the duration for which the agreement will remain in effect. This will provide clarity on the contractual obligations and help manage the contract lifecycle effectively. Additionally, implementing an aging function to alert when contracts are nearing expiration, as noted, is advisable to ensure timely renewals or terminations. Establishing a workflow for these actions will further enhance contract management and compliance."*

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**Clause Status:** Acceptable *(Absent)*

**Clause Text:** With <client's> prior written consent, Service Provider may subcontract the performance of specific obligations of Service Provider under a Statement of Work to a qualified Affiliate of Service Provider or to a qualified non-Affiliate third party including, but not limited to, consultants; provided, that (a) such Affiliate or third party performs those Services in a manner consistent with the terms and conditions of this Agreement; (b) Service Provider notifies <client> of the specific Services to be performed by the subcontractor and (c) Service Provider remains liable for the performance of such Affiliate or third party.

**Classification Logic:** *Originally unacceptable clause marked acceptable due to absence.*

**Recommendation:** *"The specified clause regarding subcontracting with prior written consent and notification to the client is not present in the provided contract text. To ensure compliance and clarity in subcontracting arrangements, it is recommended to incorporate a clause similar to the one described. This would involve explicitly stating the requirement for prior written consent from the client, detailing the notification process for subcontracted services, and affirming the Service Provider's liability for subcontractor performance. Additionally, defining a workflow or alert system for the notification process would enhance operational efficiency and client communication."*

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**Clause Status:** Acceptable *(Absent)*

**Clause Text:** Any Service Provider Personnel (as defined in Section 3.4) identified in a Statement of Work as “Key Service Provider Personnel” will remain assigned to perform Services covered by the applicable Statement of Work as long as such individuals remain employed by or under contract with Service Provider, unless (a) an individual is unavailable for reasons of disability, illness or promotion; or (b) <client> has requested the replacement of any individual who is not performing to <client>’s reasonable satisfaction. Service Provider will cooperate with <client> in periodically reviewing the performance of the Key Service Provider Personnel and will promptly remedy any concerns to <client>’s reasonable satisfaction. Service Provider will promptly select a qualified replacement should any Key Service Provider Personnel resign or become otherwise unavailable as specified above or if <client> requests the replacement of any such Key Service Provider Personnel. <client> will have the right to approve any such replacement, which approval will not be unreasonably withheld.

**Classification Logic:** *Originally unacceptable clause marked acceptable due to absence.*

**Recommendation:** *"The specified term regarding 'Key Service Provider Personnel' is not present in the provided contract text. To ensure the contract aligns with the desired provisions, consider incorporating a clause that addresses the assignment and replacement of key personnel, including conditions for client approval and notification. Additionally, ensure that any associated costs for onboarding new personnel are clearly defined to avoid potential disputes. It is also advisable to review the contract for any other critical terms that may be missing and assess their impact on the contractual relationship."*

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**Clause Status:** Acceptable *(Absent)*

**Clause Text:** Service Provider may terminate this Agreement or any Statement of Work if <client> fails to cure a material breach of this Agreement or of a Statement of Work within thirty (30) days after receiving written notice from Service Provider of such breach.

**Classification Logic:** *Originally unacceptable clause marked acceptable due to absence.*

**Recommendation:** *"The specified termination clause is not present in the provided contract text. It is recommended to include a clause that allows the Service Provider to terminate the agreement if the client fails to cure a material breach within a specified period after receiving notice. This ensures the Service Provider has a clear mechanism to address breaches and protect their interests. Additionally, consider implementing a system to alert the Service Provider when a client is late on payments or defaults, and ensure all work products are reviewed and approved within defined timeframes."*

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**Clause Status:** Acceptable *(Absent)*

**Clause Text:** Provided that Supplier has provided to <client> (i) the Services and/or Deliverables in accordance with this Agreement (including, the applicable Statement of Work) and (ii) all the information required by Section 14, <client> shall pay all undisputed Fees on an invoice within thirty (30) days of receipt of the invoice. The obligations set forth in this Section 3 are in addition to Supplier’s other obligations with respect to Fees and is not meant limit any other restrictions on the Fees that Supplier may charge <client> set forth in this Agreement. Payment for the Services and/or Deliverables shall not constitute Customer’s approval or acceptance of such Services and/or Deliverables.

**Classification Logic:** *Originally unacceptable clause marked acceptable due to absence.*

**Recommendation:** *"The specified payment term clause is not present in the provided contract text. It is advisable to ensure that all contracts include clear payment terms to avoid disputes and ensure timely payments. Additionally, it is recommended to implement a system for highlighting payment terms that exceed 30 days and to communicate this information to the Accounts Receivable department. This will help in maintaining financial discipline and ensuring compliance with internal payment policies."*

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**Clause Status:** Unacceptable *(Absent)*

**Clause Text:** Service Provider agrees that pricing for any particular type of Services is firm for the period of twenty four (24) months from the date on which a Statement of Work is agreed to by the Parties and following such 24-month period, prices for similar Services (whether or not performed pursuant to the same Statement of Work) may be increased in any calendar year no more than the lesser of (a) the change in the Consumer Price Index (CPI), published by the United States Bureau of Labor Statistics from the previous calendar year and (b) three percent (5%).

**Classification Logic:** *Originally acceptable clause marked unacceptable due to absence.*

**Recommendation:** *"The specified pricing clause is not present in the provided contract text. As such, there are no immediate concerns regarding the pricing terms as outlined in the prompt. It is recommended to ensure that any future contracts or addenda include clear and favorable pricing terms that align with the organization's strategic objectives. Additionally, consider incorporating clauses that allow for renegotiation or adjustments based on market conditions to maintain flexibility and protect the organization's financial interests."*

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**Clause Status:** Acceptable *(Absent)*

**Clause Text:** If at any time Supplier fails to obtain insurance (or provide proof of insurance) in accordance with this Agreement, or as otherwise required by Customer, Customer may obtain the coverage specified in this Agreement and charge all associated premiums and costs to Supplier. Supplier will reimburse Customer the cost thereof within fifteen (15) days of receipt of an invoice therefor from Customer.

**Classification Logic:** *Originally unacceptable clause marked acceptable due to absence.*

**Recommendation:** *"The specified insurance clause is not present in the provided contract text. As such, the contract is categorized as 'unacceptable' based on the absence of this clause. It is recommended to review the contract for any similar clauses that may impose financial obligations on the Supplier and ensure that any such terms are renegotiated or receive explicit approval from Senior Management. Additionally, consider adding a clause that clearly outlines insurance requirements and the consequences of non-compliance to avoid future disputes."*

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**Clause Status:** Unacceptable *(Absent)*

**Clause Text:** In the event that any Services do not meet the specifications or other performance criteria agreed to by Service Provider and <client> in writing, then Service Provider will, at <client>’s option, promptly (a) re-perform such Services at Service Provider’s cost; or (b) refund to <client> all amounts paid by <client> to Service Provider in connection with such Services. The provisions of this Section 7.5 are not exclusive, and <client> may seek any other right or remedy that it may have under this Agreement or otherwise.

**Classification Logic:** *Originally acceptable clause marked unacceptable due to absence.*

**Recommendation:** *"The specified clause regarding service performance and remediation is not present in the provided contract text. As such, the contract is categorized as 'acceptable' in this context. It is recommended to ensure that any service agreements or performance criteria are clearly outlined in the contract to avoid potential disputes. Additionally, it may be beneficial to include a clause that specifies the procedures for addressing non-conforming services to protect both parties' interests."*

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**Clause Status:** Unacceptable *(Absent)*

**Clause Text:** Failure to Cure. If Supplier fails to make such changes or, notwithstanding such changes, the Services or Deliverables still contain deficiencies, then Customer may, in its sole discretion and in addition to any other remedies it may have: (i) provide, in writing, additional time for Supplier to make changes; or, (ii) terminate all or part of this Agreement or a Statement of Work pursuant to Section 8 upon written notice to Supplier. Upon Customer’s election to terminate, Customer will have no further obligation to make payments to Supplier and Supplier will refund to Customer all of the Fees paid to Supplier for the non-conforming Services and/or Deliverables.

**Classification Logic:** *Originally acceptable clause marked unacceptable due to absence.*

**Recommendation:** *"The specified term 'Failure to Cure' is not present in the provided contract text. Therefore, the contract is categorized as 'acceptable' in this context. It is recommended to ensure that any clauses related to termination or refund policies are reviewed for compliance with local laws, such as those concerning Time and Material work in the Commonwealth of Massachusetts, to avoid potential disputes. Additionally, consider including clear definitions and conditions for termination and refunds to prevent ambiguity and ensure enforceability."*

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**Clause Status:** Acceptable *(Absent)*

**Clause Text:** Minor Deficiency Correction. Notwithstanding Acceptance of any Services and/or Deliverables, Supplier, at no additional charge to Customer, will correct or develop a work around for any minor deficiencies identified by Customer. Supplier will correct or develop a work around for each minor deficiency within thirty (30) days after Customer provides notice to Supplier of the minor deficiency.

**Classification Logic:** *Originally unacceptable clause marked acceptable due to absence.*

**Recommendation:** *"The term 'Minor Deficiency Correction' is not present in the provided contract text. It is recommended to ensure that any similar clauses in future contracts include language that addresses platform limitations. This will help protect Verterim from incurring costs due to vendor platform limitations. Consider including a provision that specifies the circumstances under which Verterim is not responsible for costs associated with workarounds or corrections due to platform limitations."*

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**Clause Status:** Unacceptable *(Absent)*

**Clause Text:** the Fees payable by <client> hereunder are as low or lower than amounts charged by Supplier to any other customer purchasing the same type and quantity of services and/or deliverables provided by Supplier hereunder;

**Classification Logic:** *Originally acceptable clause marked unacceptable due to absence.*

**Recommendation:** *"The specified term regarding fee parity is not present in the provided contract text. As such, there is no immediate need for renegotiation based on this clause. However, it is advisable to review the contract for any other clauses related to pricing and fee structures to ensure they align with the organization's pricing strategy and do not inadvertently impose unfavorable conditions. Additionally, ensure that any price increase restrictions are clearly defined and do not conflict with other contractual obligations."*

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**Clause Status:** Unacceptable *(Absent)*

**Clause Text:** To the extent any Supplier Existing IP is included in, or is otherwise necessary for the use of, the Work Product, Supplier hereby grants to Customer and each of its Affiliates a perpetual, irrevocable, transferable, non-exclusive, royalty-free, fully paid up, world-wide license to (a) use, reproduce, distribute, display, prepare derivative works, modify and develop the Work Product, and (b) make, have made, import, and sell and offer to sell and otherwise distribute or exploit the Supplier-Existing IP and/or Third Party IP, as applicable, to the extent either is embodied in any Work Product, or necessary to use any portion(s) of any Work Product, in each case without any accounting or additional consideration to Supplier or any third party. Supplier shall not include any Supplier Existing IP in any Work Product without the express prior written consent of Customer, which prior written consent may be given by Customer in a Statement of Work. For the avoidance of doubt, Supplier Existing IP alone shall not be deemed Work Product; however, any derivative works of Supplier Existing IP that are contained in and/or comprise the Work Product shall be deemed part of the Work Product and owned solely and exclusively by Customer.

**Classification Logic:** *Originally acceptable clause marked unacceptable due to absence.*

**Recommendation:** *"The specified term related to the use of Supplier Existing IP is not present in the provided contract text. As such, the contract is categorized as 'acceptable' in this context. However, it is advisable to ensure that any agreements involving intellectual property rights clearly outline the permissions and restrictions regarding the use of existing IP. This can prevent potential disputes and ensure both parties have a mutual understanding of the IP usage terms. Consider reviewing the contract to ensure that any necessary IP clauses are included and that they align with the strategic objectives of both parties."*

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**Clause Status:** Unacceptable *(Absent)*

**Clause Text:** • reimburse <client> for the reasonable expenses that <client> may incur as a result of such Data Breach caused by their acts or omissions or those of any of their authorized subcontractors, including but not limited to, the expenses incurred in investigating the Data Security Breach and notifying affected individuals, and providing these individuals with the support necessary under the circumstances, such as credit monitoring.

**Classification Logic:** *Originally acceptable clause marked unacceptable due to absence.*

**Recommendation:** *"The term regarding reimbursement for reasonable expenses due to a data breach caused by acts or omissions is not present in the provided contract text. As such, the contract can be categorized as 'acceptable' in this context. It is recommended to ensure that any potential liabilities or obligations related to data breaches are clearly defined and communicated to all relevant parties, including through Security Awareness Training for employees and contractors. Additionally, consider implementing a method to inform Service Delivery of potential liabilities in the event of an error or omission that causes a breach."*

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**Clause Status:** Unacceptable *(Absent)*

**Clause Text:** Rejection and Cure. If Customer determines that any portion of the Services or Deliverables fails to meet the Acceptance Criteria, Customer will notify Supplier in writing with a description of deficiencies. Without limiting Customer’s other remedies, in such event, Supplier will, at no additional charge to Customer, make any necessary changes to the Services or Deliverables to correct any deficiencies. Supplier will resubmit the corrected Services or Deliverables within the timeframe requested by Customer or if no timeframe is requested, within fifteen (15) days after Customer notifies Supplier of the deficiencies of the Services or Deliverables. The Acceptance process in this Section 5(a) will apply to any resubmitted Services, including a new Acceptance Period.

**Classification Logic:** *Originally acceptable clause marked unacceptable due to absence.*

**Recommendation:** *"The specified 'Rejection and Cure' clause is not present in the provided contract text. Therefore, the contract does not contain the unacceptable term as described. It is advisable to ensure that any terms related to rejection and cure processes are clearly defined in future agreements to avoid potential disputes. If such a clause is necessary, consider drafting one that specifies reasonable timeframes for correction and acceptance processes, ensuring both parties agree to the terms."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** Service Provider will send all invoices, which will reference this Agreement and the relevant Purchase Order (PO) number, to the attention of “Accounts Payable” at the following address:

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified term regarding invoicing procedures is not present in the provided contract text. It is recommended to include a clause specifying the invoicing process, ensuring that all invoices reference the relevant agreement and purchase order (PO) number, and are directed to the appropriate department, such as 'Accounts Payable'. Additionally, consider notifying the 'Accounts Receivable' team to verify that all invoices contain the necessary references and are sent to the correct address. This will help streamline financial operations and prevent any potential disputes or delays in payment processing."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** Service Provider will maintain all materials, data and documentation obtained or generated by Service Provider in the course of preparing for and providing Services, including computerized records and files (collectively, the “Records”) in a secure area reasonably protected from fire, theft and destruction, and <client> shall have reasonable access to such Records and the right to obtain photocopies of such Records. All Records will be the property of <client>. Service Provider will not transfer, deliver or otherwise provide any Records to any party other than <client> or its Affiliates, without the prior written approval of <client>.

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified term regarding the secure maintenance and access to Records by the Service Provider is not present in the provided contract text. Given the neutral categorization of the term, its absence does not necessitate immediate concern. However, it is advisable to ensure that any agreements involving data handling and security explicitly address the protection, ownership, and access rights related to client data. This could be achieved by incorporating a similar clause in future contracts or addendums to ensure clarity and compliance with data protection standards."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** All Records will be retained by Service Provider for a minimum period of two (2) years following completion of the applicable Statement of Work, or longer if required by applicable law or regulation. Service Provider will, at the direction and written request of <client>, promptly deliver Records to <client> or its designee, or dispose of the Records, unless the Records are required to be retained by Service Provider by applicable law or regulation or for insurance purposes. In no event will Service Provider dispose of any Records without first giving <client> sixty (60) days’ prior written notice of its intent to do so.

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified clause regarding record retention and disposal is not present in the provided contract text. Given the neutral categorization of the clause, its absence does not inherently affect the acceptability of the contract. However, it is advisable to ensure that data retention and destruction policies are clearly defined in any service agreements to protect both parties' interests. Consider incorporating a similar clause to establish clear guidelines for record management, including retention periods, disposal procedures, and notification requirements. Additionally, implement a data retention flag and alert mechanism for each client contract to manage data lifecycle effectively."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** Service Provider will carry, with financially sound and reputable insurers, insurance coverage (including worker’s compensation at or above the applicable statutory limits, comprehensive liability and professional liability/errors and omissions coverage) with respect to the conduct of its business against loss from such risks and in such amounts as is customary for well-insured companies engaged in similar businesses and sufficient to support its obligations under this Agreement. Upon the request of <client>, Service Provider will provide <client> with a Certificate of Insurance evidencing such coverage and providing that thirty (30) days advance written notice will be given to <client> of any material change or cancellation in coverage or limits.

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified insurance clause is not present in the provided contract text. To ensure compliance with client requirements, it is advisable to implement a Certificate of Insurance (COI) request process. Additionally, maintain a profile of existing insurance policy coverages to compare with client requirements. If discrepancies arise, initiate a redline process and renegotiate terms as necessary. Establish a workflow or alert system to manage these processes effectively."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** Supplier agrees to maintain the following minimum limits of insurance with respect to, but not limited to, the coverages required hereunder:

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified insurance clause is not present in the provided contract text. Given its neutral categorization, there is no immediate concern regarding its absence. However, if insurance requirements are pertinent to the contractual obligations, it is advisable to review the contract for any similar clauses or consider adding a clause that specifies the necessary insurance requirements. This will ensure that all parties are adequately covered and aware of their insurance obligations. Additionally, if the clause is similar to another clause in a different section, it may be beneficial to consolidate or cross-reference these clauses to maintain consistency and clarity within the contract."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** In the event of a breach of this Agreement by Service Provider which cannot be cured (e.g., breach of confidentiality obligations under Section 6), <client> may terminate this Agreement or any Statement of Work with immediate effect, at any time upon written notice to Service Provider. Further, <client>a may terminate this Agreement or a Statement of Work at any time upon thirty (30) days’ prior written notice to Service Provider.

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified termination clause is not present in the provided contract text. Given the neutral categorization of the clause, there is no immediate action required. However, it is advisable to ensure that any termination clauses included in future agreements are clearly defined, with specific procedures for notification and acknowledgment of receipt, such as a confirmation system for email or mailed notices. This will help prevent disputes regarding the timing and validity of termination notices."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** Service Provider will perform all Services in accordance with the applicable Statement of Work, (b) with requisite care, skill and diligence and (c) in accordance with all applicable laws, rules, regulations, orders and industry standards. If specified in a Statement of Work, Services will be rendered in accordance with

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified term is not present in the provided contract text. Given the neutral categorization, there are no immediate concerns regarding the absence of this clause. However, it is advisable to ensure that any service agreements or statements of work explicitly outline the expectations for service performance, including adherence to applicable laws, regulations, and industry standards. This can help mitigate risks associated with service delivery and compliance. Additionally, if there are specific frameworks or processes that should be aligned with skill and diligence language, it would be beneficial to incorporate them explicitly in the relevant sections of the contract."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** Without limiting any existing confidentiality obligations between the Parties as of the Effective Date, this Agreement, together with the attached Appendix A and any fully-signed Statements of Work, each of which are incorporated into this Agreement by reference, constitute the entire agreement between the Parties with respect to the specific subject matter of this Agreement, and all prior agreements, oral or written, with respect to such subject matter are superseded. If there is any conflict, discrepancy or inconsistency between the terms contained in the body of this Agreement and any Statement of Work, the terms set forth in the body of this Agreement will govern, control, and take precedence. No provision included in any purchase order, quotation, invoice or other communication between the Parties that is different than, in conflict with or in addition to any provision of this Agreement (including any Statement of Work) shall have any force or effect and each Party hereby gives notice of its objection to any such proposed additional, different or conflicting provision.

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified term is not present in the provided contract text. Since the term is categorized as 'neutral,' its absence does not affect the overall categorization of the contract. However, it is important to ensure that any references to additional documents, such as Appendix A, are reviewed for consistency and completeness. It is recommended to verify that all referenced documents are included and reviewed as part of the contract to prevent potential ambiguities or conflicts."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** All invoices submitted by Supplier must identify the Purchase Order number of the Purchase Order under which <client> authorized the applicable Fees. If the Statement of Work expressly states that the Fees will be calculated on a time and materials basis, the invoice must also set forth the following information: (i) the names of Supplier’s Personnel who performed work under the Statement of Work; (ii) documentation of the expenses of each of its Personnel, with receipts; (iii) for each of its Personnel, the number of hours worked (which for the avoidance of doubt, excludes time for lunch) and a description of the work performed; (iv) the hourly rate of each individual; and (v) any other information reasonably requested by <client> or as may be requested in the Purchase Order. <client> shall be responsible for the payment of all taxes in connection with this Agreement that are legally required to be paid by <client>, and not for any taxes based on Supplier’s income or taxes that are not legally required to be paid by <client>. If <client> is required to withhold taxes from any payments due to Supplier, then <client> will forward any withholding receipts to Supplier at [address/email address]. <client> shall be entitled to return incomplete invoices unpaid.

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified invoicing clause is not present in the provided contract text. It is recommended to ensure that such a clause is included in contracts where detailed invoicing requirements are necessary to facilitate proper accounts receivable processes. Consider adding a clause that outlines invoicing details, including the requirement for Purchase Order numbers, time and materials breakdown, and tax responsibilities, to align with best practices. Additionally, establish a workflow to ensure compliance with invoicing terms during client onboarding and invoice processing."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** If <client> wishes to dispute any of the Fees invoiced by Supplier, no later than thirty (30) days from receipt of the invoice in question, <client> shall notify Supplier of the amount in dispute and the basis of such dispute. Upon receipt of notice from <client>, Supplier shall work with <client> in good faith to promptly resolve the dispute on Fees. With respect to disputed Fees, <client> shall pay the resolved amount within thirty (30) days following mutual written resolution of the dispute by the Parties. <client> shall not be in default of its obligation to pay the invoice while the dispute remains unresolved.

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified term regarding the dispute of fees and payment terms is not present in the provided contract text. Since the term is categorized as 'neutral,' its absence does not necessitate any immediate changes to the contract. However, if the ability to dispute fees and adjust payment terms is important for the parties involved, it is recommended to incorporate a similar clause into the contract. This will ensure clarity on the process for disputing fees and the timeline for payment once a dispute is resolved. Additionally, ensure that any such clause aligns with the overall payment and dispute resolution framework of the contract to avoid potential conflicts or ambiguities."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** Acceptance Testing. Customer has the right to inspect, review, test and otherwise evaluate the Services or Deliverables after delivery for compliance with the applicable Acceptance Criteria. Such inspection and testing will be performed within the Acceptance Period in order to identify and resolve all errors, defects, and nonconformities with the Services or Deliverables. Upon completion of such evaluation, Customer will issue to Supplier a notice of Acceptance or rejection of the Services or Deliverables. Customer’s failure to reject the Services and/or Deliverables within the Acceptance Period will constitute Customer’s rejection of the applicable Services and/or Deliverables. The Acceptance Criteria and the Acceptance Period may be defined within each Statement of Work. In the event no Acceptance Criteria and/or Acceptance Period is defined in the Statement of Work, this MSA shall prevail.

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified 'Acceptance Testing' clause is not present in the provided contract text. As the clause is categorized as 'neutral', its absence does not impact the contract's acceptability. However, if acceptance testing is a critical component of the deliverables, it is advisable to include a detailed clause specifying the acceptance criteria, testing procedures, and a defined acceptance period to avoid potential disputes. Ensure that any such clause aligns with the overall contract objectives and is clearly articulated within the relevant sections of the agreement."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** it shall comply with all descriptions and specifications set forth in each Statement of Work (including performance capabilities, accuracy, completeness, uniformity, characteristics, configurations, standards, functions and requirements) and will use individuals with suitable training, education, experience, and skill to fulfill its obligations under a Statement of Work;

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified term is not present in the provided contract text. As the term is categorized as 'neutral', its absence does not necessitate any changes or actions. However, it is advisable to ensure that all contractual obligations are clearly defined and that any references to compliance with descriptions, specifications, and the use of suitably qualified individuals are explicitly stated in the relevant sections of the contract. This will help in maintaining clarity and enforceability of the contract terms."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** it has the skills, qualifications and experience necessary to perform its obligations under this Agreement and Supplier shall devote all the necessary time and attention for the proper performance of its obligations set out in a Statement of Work;

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified term is not present in the provided contract text. As the term is categorized as 'neutral', its absence does not affect the overall acceptability of the contract. No immediate action is required. However, if the inclusion of such a clause is desired to ensure clarity regarding the supplier's responsibilities for skill and diligence, consider drafting a clause that explicitly outlines these expectations and incorporating it into the relevant section of the contract."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** it shall comply with all Applicable Law in the performance of its obligations under this Agreement (including, but not limited to, all applicable anti-corruption and discrimination in employment laws, rules, regulations, legislation or conventions and in connection with its sole obligation to withhold and report taxes on payments made to its Personnel, and make payments into pension schemes, social security plans, or similar arrangements for the benefit of its employees);

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified clause regarding compliance with all applicable laws, including anti-corruption and employment laws, is not present in the provided contract text. It is advisable to include such a clause to ensure comprehensive legal compliance and mitigate potential legal risks. This clause is common language and should be reviewed and included in all contracts to protect the organization against liabilities related to non-compliance with applicable laws. Consider adding a section that explicitly states the obligation to comply with all relevant legal and regulatory requirements, including tax and employment obligations, to enhance the contract's enforceability and clarity."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** it has obtained, or will obtain, any and all permits, licenses and/or governmental or third party consents, approvals or assignments in a timely manner which are required in connection with the performance of this Agreement by Supplier or in order to enable Supplier to provide and Customer to use any Services and/or Deliverables performed or delivered, as the case may be, under this Agreement;

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified clause regarding obtaining necessary permits, licenses, and consents is not present in the provided contract text. While the clause is categorized as neutral, it is common and advisable to include such language in contracts to ensure compliance with legal and regulatory requirements. It is recommended to review the contract to determine if the inclusion of this clause is necessary based on the specific obligations and services outlined in the agreement. Additionally, ensure that any obligations related to permits and licenses are clearly defined to avoid potential disputes or non-compliance issues."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** Suppliers must immediately notify <client> (security.response@<client security email address>.com / privacy@<client security email address>.com) if they know, discover or reasonably believe that there has been a Data Security Breach. In the event of a Data Security Breach, Suppliers will:

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified clause regarding the notification process for a Data Security Breach is not present in the provided contract text. It is recommended to include a clear and detailed clause outlining the notification requirements and contact details for incident response. This will ensure that suppliers are aware of their obligations in the event of a security breach and can respond promptly. Additionally, maintaining a documented method for incident response notification and ensuring it is communicated to all relevant parties is advisable. Consider integrating this clause into the Security Requirements and Controls section, aligning it with the NIST CSF 2.0 framework to ensure comprehensive cybersecurity measures."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** • immediately investigate, correct, mitigate, remediate and otherwise handle the Data Security

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specified term regarding immediate investigation and handling of data security events is not explicitly present in the provided contract text. However, the contract does outline comprehensive security measures aligned with the NIST CSF 2.0 framework, which includes incident response and continuous monitoring. It is recommended to explicitly include a clause that mandates immediate investigation, correction, mitigation, and remediation of data security incidents to ensure clarity and enforceability. This addition would enhance the contract's responsiveness to security events and align with best practices for incident management."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** Breach, including without limitation, by identifying Personal Data affected by the Data Security Breach and taking sufficient steps to prevent the continuation and recurrence of the Data Security Breach;

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The term related to 'Breach, including without limitation, by identifying Personal Data affected by the Data Security Breach and taking sufficient steps to prevent the continuation and recurrence of the Data Security Breach' is not explicitly present in the provided contract text. Given the neutral categorization, there is no immediate compliance or risk concern. However, it is advisable to ensure that the contract includes comprehensive data breach response clauses that align with industry best practices and legal requirements, such as GDPR or CCPA, if applicable. This would typically involve clear protocols for identifying affected data, notifying relevant parties, and implementing measures to prevent future breaches. Consider reviewing the existing incident response and data protection sections to ensure they adequately address these aspects."*

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**Clause Status:** Neutral *(Absent)*

**Clause Text:** • provide information and assistance needed to enable <client> to evaluate the Data Security Breach and, as applicable, provide timely notices disclosing a Data Security Breach and comply with any obligations to provide information on the Data Security Breach to relevant regulators; and

**Classification Logic:** *Neutral classification maintained based on analysis.*

**Recommendation:** *"The specific clause requiring the provision of information and assistance for evaluating a Data Security Breach and providing timely notices is not present in the provided contract text. It is recommended to review the contract to ensure that such obligations are clearly delineated, particularly in sections related to incident response and compliance. If these obligations are critical, consider drafting a specific clause that addresses both client assistance for validation and timely notification as distinct requirements. This will enhance clarity and ensure compliance with regulatory obligations concerning data breaches."*

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