

Master Services Agreement MSA-2026-01

Tern Client Services and Tern Events, fictional agreement for parser testing

Agreement reference	MSA-2026-01
Supplier	Tern Client Services, Unit 4, Tern Client Services Building, 40 Example Way, Sample City, ZZ4 0ZZ
Client	Tern Events (CO-03), Suite 3, Tern Events Building, 13 Example Way, Sample City, ZZ3 3ZZ
Client contact	Chen Sample, Coordinator, contact3@example.test
Effective date	5 January 2026
Initial term	24 months, ending 4 January 2028
Renewal	successive 12 month periods
Notice to prevent renewal	60 days, so by 5 November 2027
Standard rate	100.00 USD per professional hour
Liability cap	9,000.00 USD
Governing law	the fictional jurisdiction of Sample City

Fictional agreement generated for file-parsing tests. It is not legal advice, not a template to sign, and the parties, addresses and identifiers do not exist.

1. Definitions

1.1 In this agreement, Services means the work described in a Statement of Work, Deliverable means an item a Statement of Work identifies for acceptance, and Acceptance Criteria means the tests a Deliverable must pass.

1.2 A Statement of Work is agreed under and forms part of this agreement. Where a Statement of Work conflicts with this agreement, clause 16.2 decides which wins.

2. Engagement and Statements of Work

2.1 The Supplier will perform the Services described in each Statement of Work signed by both parties.

2.2 No Statement of Work takes effect until both parties have signed it. A signed Statement of Work is recorded in the contract register with its own identifier.

2.3 Each Statement of Work states a not-to-exceed value. The Supplier will not invoice above that value without a written amendment under clause 15.

3. Charges and invoicing

3.1 Time is charged at the standard rate of 100.00 USD per professional hour recorded against a Statement of Work.

3.2 The Supplier issues one invoice per Statement of Work on the first business day of the month. Each invoice falls due on the last day of the month of issue; for the September 2026 cycle that is a term of 29 days.

3.3 Recorded time is evidenced by the timesheet export for the relevant project. The Client may inspect that export before paying an invoice issued under clause 3.2.

4. Expenses

4.1 Pre-approved travel and material expenses are recharged at cost with no uplift, up to 250.00 USD per Statement of Work.

4.2 Expenses above the cap in clause 4.1 require written approval before they are incurred.

5. Acceptance

5.1 The Client has ten business days from delivery to test a Deliverable against its Acceptance Criteria and either accept it or give written reasons for rejecting it.

5.2 A Deliverable not rejected within the period in clause 5.1 is treated as accepted, and acceptance is recorded on an acceptance certificate.

6. Intellectual property

6.1 The Client owns the Deliverables on payment in full of the invoice covering them.

6.2 The Supplier keeps ownership of its pre-existing materials and grants the Client a non-exclusive licence to use them inside the Deliverables.

7. Confidentiality

7.1 Each party will keep the other party confidential information confidential and use it only to perform this agreement.

7.2 Clause 7.1 does not apply to information that is public through no breach of this agreement, or that a party must disclose by law.

7.3 The separate mutual non-disclosure agreement NDA-2026-01 governs disclosures made before this agreement started and continues alongside it.

8. Data protection

8.1 Where the Supplier processes personal data for the Client it does so only on the Client documented instructions.

8.2 The Supplier will help the Client answer requests from individuals about their personal data within five business days of being asked.

9. Warranties

9.1 The Supplier warrants that the Services will be performed with reasonable skill and care by suitably qualified people.

9.2 The Supplier warrants that each Deliverable will conform to its Acceptance Criteria for ninety days after acceptance under clause 5.2.

10. Liability

10.1 Neither party limits liability for death or personal injury caused by negligence, or for fraud.

10.2 Subject to clause 10.1, each party total liability is limited to the fees paid under this agreement in the twelve months before the claim, and in any event to 9000.00 USD.

10.3 Neither party is liable for loss of profit, revenue or anticipated savings.

11. Insurance

11.1 The Supplier will keep professional indemnity insurance of at least 1000000.00 USD for each claim while any Statement of Work is open, and will produce a certificate of insurance on request.

12. Term

12.1 This agreement starts on 5 January 2026 and runs for an initial term of twenty-four months, ending on 4 January 2028.

12.2 It then renews automatically for successive periods of twelve months unless a party gives notice under clause 12.3.

12.3 Either party may prevent renewal by giving at least sixty days written notice before the end of the then current term, so notice for the initial term must arrive by 5 November 2027.

13. Termination

- 13.1 Either party may terminate immediately if the other commits a material breach that is not put right within thirty days of written notice.
- 13.2 On termination the Client pays for Services performed up to the termination date, calculated under clause 3.1.

14. Notices

- 14.1 Notices must be in writing and sent to the address on the front page of this agreement, and take effect two business days after sending.

15. Variation

- 15.1 A change to this agreement or to a Statement of Work is effective only when recorded in a written amendment signed by both parties and entered in the contract register.

16. General

- 16.1 This agreement and the documents it refers to are the entire agreement between the parties about the Services.
- 16.2 If a Statement of Work conflicts with this agreement, this agreement wins except where the Statement of Work says which clause it is varying and the variation is signed under clause 15.1.
- 16.3 This agreement is governed by the law of the fictional jurisdiction named on the front page, whose courts have exclusive jurisdiction.

Execution

Each party signs through an authorised representative. The signature log in signature-log.csv records the same three facts for every agreement in this set.

Signed for	Name and role	Date
Tern Client Services	Fictional director, Tern Client Services	5 January 2026
Tern Events	Chen Sample, Coordinator	5 January 2026