AGREEMENT

FOR

CONSULTANCY SUPPORT

BETWEEN

NETCOMPANY UK LIMITED

AND

[          ]
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THIS AGREEMENT is entered into from the date of signature by both Parties and is between:

**NETCOMPANY UK LIMITED**

having its registered office at 1st Floor, 10 Northburgh Street, EC1V 0AT, United Kingdom

(hereinafter referred to as ‘the Supplier’)

and

[  ]

having its registered office at whose registered office is at [  ]

(hereinafter referred to as ‘the Customer’)

Either or both of which may be referred to individually as ‘the Party’ or collectively as ‘the Parties’.

**WHEREAS** the Customer wishes to acquire the support of the Supplier Consultant(s) at the Location for the services set out in the Statement of Work.

**NOW THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. DEFINITIONS**

For the purpose of this Agreement the following meanings shall apply:

- ‘Agreement’ means this document together with all associated exhibits hereof.
- ‘Business Days’ means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- ‘Confidential Information’ means any information including, without limitation,: specifications, drawings, designs, computer software, know-how, programs, data, process techniques and formulae; information relating to any research project, future development, marketing and sales leads and work in progress; and any engineering, technical, manufacturing, service, commercial, financial and personnel information relating to present and future business whether in oral, written, graphic, electronic or other machine readable form which is disclosed by the disclosing Party(ies).
- ‘Consultant(s)’ means the role(s) named in the Exhibit 1.
- ‘Documentation’ means written material provided to the Consultant(s) pursuant to the requirements of this Agreement.
- ‘Location’ means the Customer premises where the Consultant(s) will be based including, but not limited to, the Customer premises.

**2. SUPPLIER SERVICES**

2.1 the Customer engages the Supplier to provide Consultant(s) hereto upon the terms and conditions hereinafter mentioned.
3. DURATION

3.1 The agreement operates from \textless commenceent date \textgreater until the completion of the Statement of Work, unless terminated early in accordance with this agreement.

4. CONSULTANT(S) OBLIGATIONS

4.1 The Consultant(s) shall be provided at the Location agreed between the Parties.

4.2 The Consultant(s) shall perform the duties specified by the Customer with all proper care and to the best of their ability and in a timely fashion. Their support shall be provided to a standard consistent with industry practice and the Consultant(s) shall comply with all reasonable requests and instructions of the Customer.

4.3 The Consultant(s) are not employees of the Customer and the Supplier shall ensure that the Consultant(s) shall not at any time hold themselves out as an employee of the Customer. The Consultant(s) and Supplier shall not enter into any undertakings or commitments on behalf of the Customer.

4.4 The Supplier shall be responsible for making appropriate deductions for tax and labour contributions and the Supplier indemnifies the Customer in respect of any claims made by the relevant authorities against the Customer in respect of such tax and labour contributions relating to the provision of support by the Consultant(s).

4.5 The Consultant(s) shall comply with the rules and regulations in force at the Location.

4.6 The Supplier shall during the term of this Agreement comply with the requirements of all official regulations and laws (including but not limited to those dealing with labour laws and environmental matters) applicable to the support to be performed under this Agreement.

4.7 The Consultant(s) shall not use the Documentation, space or facilities of the Customer for any purpose other than the providing support to the Customer and shall not remove the Documentation from the premises of the Customer except with the prior permission of the Customer authorised representative listed at Article 5.5 of this Agreement.

5. THE CUSTOMER OBLIGATIONS

5.1 The Customer shall afford the Consultant(s) such access to its premises and to such Documentation as are reasonably required for the Consultant(s) to provide the services.

5.2 The Customer shall make available such working space and facilities at the Location as the Consultant(s) may reasonably require for the provision of their support.

5.3 The Customer shall make available appropriate personnel to liaise with the Consultant(s).

5.4 The Customer shall provide all information and materials sufficient in the reasonable opinion of the Consultant(s) to enable the Consultant(s) to proceed with their support in a timely manner.

5.5 The Customer’s Authorised Representative is:

\textbf{TBC}

6. PRICE

6.1 The Customer shall pay to the Supplier an agreed a rate per day, per Consultant excluding VAT, as set out in the Statement of Work.
6.2 Each Consultant will have an agreed base location to operate from. No expenses will be applicable for that base location.

6.3 The Consultant(s) will be required to travel away from agreed locations on an as required basis, travel and accommodation bookings to be made by the Customer or Netcompany UK and paid for by the Customer. Expenses shall be paid by the Customer against valid receipts only and without any additional overhead.

7. PAYMENT

7.1 The Customer shall pay the Supplier within thirty (30) days of receipt of a valid invoice.

7.2 For all Time and Materials charges, the Supplier shall invoice the Customer every one (1) month in arrears based on the actual days, per Consultant, incurred in the preceding one (1) month. The Customer shall pay in full each amount thirty (30) days from when the invoice is issued.

7.3 Where the Customer, upon reasonable grounds, disputes the invoice or any item in the invoice, it shall notify the Supplier of such objection in writing within five (5) days of receipt.

7.4 The parties shall endeavour to resolve any such dispute within five (5) days of any such notification from the Customer. The Customer shall pay undisputed portion of an invoice by the original invoice due date.

7.5 Where the parties agree any fixed price charges, any additional payment terms shall be as stated in the relevant Statement of Work as attached in Exhibit 3.

8. INTELLECTUAL PROPERTY RIGHTS/CONFIDENTIALITY

8.1 Title to, access to, copyright in and all intellectual property rights to all items and material created under or arising out of the provision of the Consultant(s) support shall vest in the Customer.

8.2 The Consultant(s) and the Supplier will keep any the Customer proprietary and/or Confidential Information disclosed to them as confidential as per the terms of Non Disclosure Agreement, as attached at Exhibit 2.

8.3 All rights in the results of the work performed by the Consultant(s) and Supplier under this Agreement shall forthwith be communicated to and shall belong exclusively to the Customer.

8.4 All materials prepared or developed by the Consultant(s) and Supplier under this Agreement shall become the property of the Customer when prepared and shall together with any material furnished to the Consultant(s) and Supplier by the Customer, be delivered to the Customer upon request and in any event upon termination of this Agreement.

8.5 In case of an infringement of any third party intellectual property right the Supplier shall re-work at its own cost accordingly.

9. RESOURCE PROVISION BASIS

9.1 Consultants will be assigned to durations set by the Customer and the Supplier.

9.2 The Supplier shall obtain prior approval from and give reasonable notice to the Customer of any period during which the Consultant(s) will not be available, and in the case of the Consultant(s) wish to take holiday, the Supplier shall use reasonable endeavours to provide the Customer with one (1) week’s notice of the Consultant(s) proposed holiday dates.

9.3 The addition of further Consultant(s) will only become effective upon approval of the Customer authorised representative (see Article 5.5) and following written Agreement amendment (see Article 17).
10. FIXED PRICE OUTCOMES

10.1 Where requested, the Supplier may (at its sole discretion) provide fixed price, outcome based proposals for the provision of IT delivery and services.

10.2 Neither Party is under any obligation to accept or enter into a further agreements on the basis of such proposals.

11. NOT USED

12. LOSS AND DAMAGE INDEMNITY

12.1 The Supplier shall indemnify, defend and hold harmless the Customer, its agents, contractors or employees from any and all losses, liabilities or demands arising out of claims brought by third parties and employees of the Supplier, on account of damage to property or personal injury (including death) resulting from any act of negligence, gross negligence or wilful misconduct of the Supplier or its employees in the performance of any support under this Agreement.

12.2 The Customer shall have a reciprocal obligation, subject to the same exceptions and provisions applied mutatis mutandis, to indemnify the Supplier to the extent described above.

12.3 In no event shall either the Supplier or the Customer be liable to the other for loss of revenue, profit, business, goodwill or anticipated profit, or for any indirect, special or consequential loss.

12.4 Subject to 12.6, the aggregate liability of the Supplier for all losses, damages or liabilities howsoever arising, under or in connection with this Agreement, in contract, tort (including negligence) or otherwise, shall not exceed 100% of the charges paid by the Customer in the preceding 12 months.

12.5 Nothing in this Agreement shall limit either party’s liability for death or personal injury, fraud, or for any other matter that cannot be excluded at Law.

13. TERMINATION

13.1 The Customer and the Supplier shall have the right at any time to cancel this Agreement either wholly or in part by giving two (2) months written notice. From the time of receipt of the written notice, the Supplier shall undertake to observe the instructions of the Customer as to the winding up of this Agreement for his own part.

14. ASSIGNMENT

14.1 The Supplier may not assign or transfer any of its rights or obligations under this Agreement without the written consent of the Customer, which consent shall not be unreasonably withheld.

15. FORCE MAJEURE

15.1 Neither Party shall be liable for any delay in performing, or any failure to perform any of its obligations under this Agreement, if such delay or failure results from events or circumstances beyond its reasonable control including, but not limited to, Acts of God, fire, explosion, Government control, restrictions or prohibitions or any other Government Act or omission, whether local or national, provided that as soon as reasonably practicable the Party who is affected by the circumstances beyond its reasonable control, serve on the other Party a notice informing the other Party of the circumstances in question and their effect on the performance of obligations under this Agreement.

16. NOTICES

16.1 All notices and other correspondence to be provided to the Customer or the Supplier pursuant to this Agreement shall be sent to the following addresses:
16.2 All communications pertinent to this Agreement and any variation to this Agreement shall be enforceable and binding upon the Parties only if made or confirmed in writing by the appropriate responsible representatives above.

16.3 All documentation and communications required under this Agreement shall be in the English language.

17. AMENDMENTS

17.1 Any changes to this Agreement shall be captured by specific agreement in writing signed by the duly representatives of the Parties detailed in Article 16.

18. PRECEDENCE

18.1 In the event of any conflict between Articles 1–25 and any Exhibits of this Agreement, Articles 1-25 of this Agreement shall take precedence.

19. PUBLICITY

19.1 The Supplier shall obtain the prior written approval of the Customer concerning the content and timing of news releases, articles, brochures, advertisements, prepared speeches, and other information releases to be made by the Supplier concerning this Agreement or the work performed or to be performed hereunder.

19.2 the Customer shall be given a reasonable time to review the proposed text prior to the date scheduled for its release. This approval shall not be unreasonably withheld.

20. WAIVER

20.1 The failure of either Party to enforce or to exercise, at any time or for any period, any term of or right or remedy arising out of this Agreement does not constitute, and shall not be construed, as a waiver of such term of right or remedy and shall not affect the Parties' right later to enforce or exercise it, or any other term, right or remedy.

21. SEVERABILITY

21.1 In the event that any condition or provision of this Agreement shall be determined invalid, unlawful or unenforceable, such condition or provision shall be severed from the remaining conditions or provisions which shall continue to be valid to the fullest extent permitted by law.

22. HEADINGS

22.1 Article headings are inserted into this Agreement for ease of reference and shall have no effect in the interpretation of the Agreement.

23. ENTIRE AGREEMENT

23.1 This Agreement embodies and sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Agreement.

23.2 This Agreement is not intended to establish and shall not be construed by either the Customer or the Supplier as establishing any form of business partnership between themselves. Neither shall one party use the name, crest, logo or registered image of the other party or the name of any employee or member of staff or student of the other party for any purpose without the express written permission of the other party.
24. LAW

24.1 This agreement shall be governed, construed and take effect with the signing of this agreement by both Parties according to the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

25. DISCLOSURE

25.1 The Supplier’s personnel performing will be bound by the terms of the Non Disclosure Agreement at Exhibit 2 of this Agreement.

25.2 The Supplier and its personnel shall observe complete discretion with regard to all matters related to the activities of the Customer, in particular, the Supplier and its personnel shall not disclose without prior written authorisation from the Customer any unpublished information, whether in written form or not, acquired during the performance of the tasks except to the extent necessary for the normal accomplishment of the services under the present Agreement.

25.3 The obligation laid down in 25.2 shall continue after the termination of this Agreement whatever the reason for termination might be. This provision shall equally apply to the Contractor’s personnel leaving the tasks under this Agreement before its termination. The Supplier shall impose such obligation to his personnel.

SIGNED THIS DAY ON BEHALF OF:

THE CUSTOMER
BY: 
NAME: 
TITLE: 
DATE: 

NETCOMPANY UK LIMITED
BY: 
NAME: 
TITLE: 
DATE: 

Commercial in Confidence
EXHIBIT 1: NOT USED
EXHIBIT 2: NON DISCLOSURE AGREEMENT
EXHIBIT 3: STATEMENT OF WORK