

CONTRACT NO: OCS/Client Company/2019/001

CONSULTANCY ASSIGNMENT
BETWEEN
OCS CONSULTING PLC
AND
CLIENT COMPANY LTD

Please undertake the consultancy assignment described in this contract, as set out overleaf

SIGNED ON BEHALF OF
CLIENT COMPANY LTD

SIGNATURE

DATE

TITLE

OCS Consulting plc agrees to undertake the consultancy assignment described in this contract, as set out overleaf

SIGNED ON BEHALF OF
OCS CONSULTING PLC

SIGNATURE

DATE

TITLE

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CONSULTANCY ASSIGNMENT CONTRACT

BETWEEN OCS CONSULTING PLC ("OCS") trading at Devonshire House, Manor Way, Borehamwood, Hertfordshire, WD6 1QQ and Client Company Ltd of Address....., ("the Client") the following is hereby agreed:

1 Appointment

The Client wishes to engage a consultant or consultants ("the Consultant(s)") to carry out IT consultancy services, as set out in more detail in the Schedules to this Contract ("the Services"). OCS agrees to provide the services of the Consultant(s) (or any substitute(s) appointed under Clause 7) to the Client to perform the Services throughout the term of this Contract.

2 Period

The period of this contract will be stated in the relevant schedule unless terminated by either party under Clauses 8 , 9 or 10 or the relevant schedule

3 Fees and Payment

- (a) Any fixed fees along with payment terms or variable fee rates ("Fee Rate"), which are calculated on a Time Basis, are defined within the schedule to this contract.
- (b) The Fee Rate is for a normal working day which is 09.00 - 17.30 hours (8 elapsed hours).
- (c) The fees, fee rates, or any agreed payments are exclusive of Value Added Tax which is payable in addition by the Client at the prevailing rate and will be shown on OCS invoices.
- (d) The Client will reimburse OCS for reasonable out-of-pocket expenses (plus any applicable VAT) incurred at the Client's request during the execution of this assignment.
- (e) Where appropriate, Any work undertaken outside the normal working day or in excess of 8 hours per day where requested by the Client will be charged to the Client at the following fee rates:

Monday - Friday	07.30 - 21.00 hours	Fee Rate
Monday - Friday	21.00 - 07.30 hours	Fee Rate plus one half
Saturday	All day	Fee Rate plus one half
Sundays & Public Holidays	All day	Double Fee Rate

- (f) At the end of each week or each month (as agreed between the parties) during the Period, the Consultant(s) shall complete and submit to the Client a time sheet which the Client shall immediately approve and sign unless it considers the submitted time sheet to be inaccurate in which case it will immediately inform the Consultant(s) and OCS. Once signed by the Client,

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the time sheet shall be deemed to be conclusive evidence of the time worked by the Consultant(s) during the week concerned.

- (g) Fees and any expenses will be invoiced to the Client monthly in arrears, and will fall due for payment thirty days after the date of the invoice. The Client shall in no circumstances make any payment directly to the Consultant(s).
- (h) OCS shall be entitled to charge interest on any late payment at a rate of 4% above Barclays Bank Plc base rate from the date payment fell due until the date of actual payment
- (i) If there are factors beyond OCS' control, other than those specified in Clause (6), that cause a delay to the delivery of the Services, OCS reserves the right to charge the Client for the additional time required, unless agreed otherwise in writing with the Client.

4 Limitation and Exclusion of Liability

- (a) OCS warrants that the Services will be carried out with reasonable skill and care.
- (b) The Client agrees that OCS' aggregate liability (in contract or in tort) for damages shall not exceed the total amount paid for the Services furnished under this contract except in the case of personal injury or death caused by OCS or its employees' negligence.
- (c) The Client agrees that OCS will not be liable in respect of any loss of profits or business or in respect of any claim or demand against the Client by any other party. In no event will OCS be liable for damages in respect of special, indirect or consequential loss even if OCS has been advised of the possibility of such loss.
- (d) OCS gives no warranties other than as expressly set forth in this contract and excludes all other express or implied terms, conditions and warranties.
- (e) The Client shall ensure that the Consultant(s) works in a safe environment in accordance with a safe system of work. The Client shall indemnify and keep indemnified OCS from and against all loss or liability suffered or incurred by OCS as a result of any claim in respect of death, personal injury or loss suffered by the Consultant(s) as a result of performing the Services for the Client. The Client shall maintain appropriate insurance in order to cover its potential liability under this clause 4(e).
- (f) OCS shall not be liable in respect of any claim for any loss, costs, damages, claims or expenses under this Agreement which is caused directly or indirectly by or arises in any way out of:
 - (a) the failure or inability of any system (including computers and other computing and electronic and mechanical equipment linked to a computer, hardware, software programs, data, electronic data processing, equipment, microchips and anything which relies on a microchip, including integrated circuits and microcontrollers, for any part of its operation) to:
 - (i.) correctly recognise or utilise any data concerning a date, whether a date in the Year 2000 or any other date, as being such calendar date as the data is intended to represent; or
 - (ii.) operate as a result of any command programmed into such a system utilising any date, whether a date in the Year 2000 or any other date,(together a "Failure of a System"); or

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- (b) the taking of or failure to take any corrective or other action in connection with the actual or possible Failure of a System; or
- (c) the Failure of a System arising out of or related to the provision of the Services by OCS under this Agreement.

The Client recognises that it is not possible for OCS to obtain insurance in respect of the liability referred to in this paragraph (f) and accepts that this paragraph is reasonable, both on that basis and generally.

5 Intellectual Property

In this clause, the following words shall have the meanings set out opposite them below:

Background Intellectual Property	(1) all Intellectual Property Rights in the Deliverables created prior to the commencement of the term of this Agreement (as set out in clause 2); (2) know-how and trade secrets of OCS; (3) trade marks, trade or business names, logos or domain names belonging to OCS or a third party; and (4) any Intellectual Property Rights owned by OCS or third parties in the underlying or generic aspects of the Deliverables;
Bespoke Intellectual Property Rights	the Intellectual Property Rights in the bespoke elements of the Deliverables designed specifically for the Client but expressly excluding the Background Intellectual Property Rights;
Deliverables	Skilled resources to deliver artefacts as directed by the development or Project Managers.
Intellectual Property Rights	patents, copyright, design rights, registered designs, trade marks, trade and business names, domain names, rights in “get-up”, logos and all other intellectual property rights of a nature similar to the foregoing, in every case, in any part of the world and whether or not registered; and including all granted registrations and all applications for registration in respect of any of the same.

Where OCS creates Deliverables for the Client, OCS agrees to assign to the Client the Bespoke Intellectual Property Rights to the Client provided that all payments due to OCS have been paid in full.

In respect of any such assignment, OCS agrees to execute all documents and perform all acts necessary to vest the Bespoke Intellectual Property Rights in the Client, at the Client’s expense.”

6 Force Majeure

OCS shall be relieved from liability under this contract if and to the extent that it shall be unable to carry out all or any of its obligations, hereunder, owing to wars, strikes, lockouts, governmental controls

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or restrictions, breakdown of plant, non-availability of any goods, illness, injury or other incapacity of the Consultant(s), or any other cause beyond OCS' control.

7 Substitutes

- 7.1 If the parties agree that the Consultant(s) (or any of them) is unsuitable for any reason, or if OCS is unable to provide the Services of the Consultant(s) (or any of them) because of illness, injury or other incapacity, OCS shall be entitled to provide a substitute (who will then be deemed to be a Consultant under this Contract), at any time within fourteen (14) days since the date last worked by the original/previous Consultant(s).
- 7.2 OCS shall have the right to substitute the Consultant(s) (or any of them) at any time provided that it gives the Client not less than 7 days' prior written notice and that any substitute starts work on the next working day after the day last worked by the substituted Consultant.

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8 Bankruptcy or Liquidation

If the Client becomes insolvent, which for the purposes of this Agreement means:

- (a) in the case of an individual or partnership, the presentation to the court of a petition of a bankruptcy order in respect of that individual or any individual partner in the partnership, or such individual or individual partner making a proposal for a voluntary arrangement (as defined in Section 253 of the Insolvency Act 1986) or entering into any other arrangement with his creditors or taking or suffering any other action in consequence of debt; and
- (b) in the case of a company, such company becoming unable to pay its debts as they fall due within the meaning of the Insolvency Act 1986 or passing a resolution for its winding up or a court of competent jurisdiction making an order for its winding up or dissolution or if an administration order is made in relation to it or a receiver or liquidator or administrator is appointed over any of its assets or if it makes an arrangement or composition with its creditors generally,

OCS shall be at liberty to:

- (a) terminate this contract with the Client forthwith by written notice to the Client or to the receiver or liquidator or to any person in whom this contract may become vested; or
- (b) give such receiver, liquidator or other person the option of carrying out the contract subject to its providing a guarantee for the due and faithful performance of this contract up to an amount to be agreed.

9 Repossession

If the client becomes insolvent or if any payment due to OCS under this Agreement is overdue, OCS shall be entitled at any time to require the Client to deliver up any deliverables created or provided as part of the Services (except to the extent that they have already been paid for in full) and, if the Client fails to do so forthwith, to enter upon any premises of the Client or any third party where the deliverables are kept and repossess the deliverables. For the avoidance of doubt, OCS shall at all times own the copyright and all other intellectual property rights in any deliverables the Consultant(s) produce in carrying out the Services.

10 Cancellation

- (a) Either party may terminate this contract if the other party is in material breach of any provision of this contract and the breach is not remedied within thirty (30) days of receiving written notice identifying and requiring remedy of the breach.
- (b) All rights and obligations of the parties shall cease to have effect immediately upon termination or expiry of this Contract except that termination shall not affect the rights and obligations of the parties accrued up to and including the date of termination or expiry.
- (c) At the end of the Period, all amounts due by the Client to OCS shall immediately become due and payable.

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11 General

- (a) The Client acknowledges that OCS' employees possess skills which comprise valuable trade secrets of OCS and in order to protect such trade secrets and OCS' investment in training its employees, the Client shall not and shall procure that any subsidiary or holding company of the Client (as defined in section 736 Companies Act 1985) or any subsidiary of the Client's holding company shall not:
- (i.) without OCS' prior written agreement, directly or indirectly engage the services of the Consultant(s) either during the Period or for a period of 12 months thereafter; or
 - (ii.) without OCS' prior written agreement, directly or indirectly engage the services of any employee of OCS who has produced software or other deliverables for OCS as part of the Services, during the period of 12 months from such provision;
 - (iii.) without OCS' prior written agreement, directly or indirectly engage the services of any employee of OCS who has been proposed to or introduced to the Client by OCS, during the period of 6 months from such introduction or proposal; [or
 - (iv.) without OCS' prior written agreement, directly or indirectly engage the services of any employee of OCS named in or identifiable from any promotional literature produced by OCS, during the period of 6 months from the dissemination of such literature.]
 - (v.) In the event of any breach of this clause 10(a) by the Client directly or indirectly engaging the services of any of the Consultant(s) and/or employee(s) described above, the Client will pay OCS an amount equivalent to one half of the current gross annual remuneration of the Consultant(s) and/or employee(s) including all related benefits
- (b) Where any of the Services are undertaken at the Client's premises, the Client shall be responsible for providing office accommodation for the Consultant(s) and any necessary resources, facilities, equipment and information reasonably necessary to enable the Consultant(s) to provide the Services.
- (c) In the event of any dispute between the parties, either may give written notice to the other of the existence and nature of the dispute and the parties shall endeavour during a period of one month from the date of the said notice to reach an amicable agreement. At the end of such period, either party may refer the dispute to the arbitration of a person to be mutually agreed upon or, failing agreement within one month, of a person to be appointed by the President for the time being of the Computing Services Software Association. His decision shall be final and binding on the parties for the purposes of this contract and the parties exclude the right of appeal to the court to the fullest extent permissible. His costs shall be paid in the proportions as he shall determine or, in default of such determination, by the parties in equal shares. Each party shall be responsible for the costs of presenting its own case.
- (d) OCS will treat as confidential any information that it obtains from the Client relating to the assignment unless specific authorisation to release it is given by the Client.
- (e) Any variation of this contract shall be made in writing and signed by an authorised signatory of each of the parties.
- (f) OCS will be entitled to list the Client's company name in any marketing which identifies OCS' Client list.

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- (g) OCS reserves the right to temporarily withdraw the Consultant(s) from the provision of the Services for reasonable periods at any time for the purposes of training, OCS' activities or holidays, provided that where the period of withdrawal is for longer than two (2) days OCS shall give not less than [30] days prior written notice of its intention to withdraw the Consultant(s). If the Client reasonably considers that such withdrawal is likely to materially affect its business then it shall notify OCS within [7] days of OCS' notice and the parties shall consult with each other with a view to reaching a mutually acceptable solution.
- (h) This contract and all matters arising from it shall be governed by and construed in accordance with the Laws of England.
- (i) A notice served under this contract shall be sent by personal delivery or recorded delivery to the address of the relevant party as set out in this contract or to such other address as such party may have notified to the other. Any such notice shall be deemed to have been served if hand delivered on the business day after the date of delivery, and if posted, two business days after posting.
- (j) This contract is personal to the Client and shall not be assigned by it without the prior written consent of OCS.
- (k) Both the Company and the Consultant(s) shall be independent consultant(s) of the Client and no relationship of agency, joint venture or that of employer and employee shall arise as a result of this contract.
- (l) In the event that any part of this contract is declared invalid or unenforceable by the judgement or decree by consent or otherwise of a Court of competent jurisdiction, the parties shall endeavour to agree such amendment as will as far as possible validly give effect to their intentions as expressed in it and in default of such agreement the question of whether the other parts of this contract shall remain in full force and effect shall be determined in accordance with English law except that if the invalid or unenforceable part is or includes a term fundamental to either party this contract shall (at that party's option) terminate forthwith.

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Schedule 1

Consultancy Services

Provision of Time & Materials Consultancy Services as detailed below:

Consultant:

Start Date:

Duration:

Notice Period

Daily Rate

Payment Schedule

Location:

Client Contacts:

Duties:

Resource Schedule:

Consultant Type	Consultant Name	Rate x Number of days

SIGNED ON BEHALF OF
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DATE

SIGNATURE

TITLE

SIGNED ON BEHALF OF
OCS CONSULTING

SIGNATURE

DATE

TITLE

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Schedule 2

Development Services

To provide Consultancy Services as defined within OCS' proposals to Client addended to this schedule and listed below:

Project Proposal

Addendum to Project Proposal

Amendments to Standard Terms and Conditions:

Based on contractual discussions the following variances to standard terms have been agreed:

Assignment Fees:

Based on the above proposal the fees for this assignment will be as follows:

The above fees exclude:

- Value Added Tax
- Any other related service procured on behalf of
- Assignment Changes which will be mutually agreed with the client under Change Control

Payment Terms:

Based on the above proposal the fees for this assignment will be as follows:

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Client Company Ltd
DATE

SIGNATURE
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OCS CONSULTING

SIGNATURE

DATE

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Schedule 3

Application Support Services

To provide Application Support Services as defined within OCS' proposals to Client addended to this schedule and listed below:

Project Proposal

Addendum to Project Proposal

Amendments to Standard Terms and Conditions:

Based on contractual discussions the following variances to standard terms have been agreed:

Assignment Fees:

Based on the above proposal the fees for this assignment will be as follows:

The above fees exclude:

- Value Added Tax
- Any other related service procured on behalf of
- Assignment Changes which will be mutually agreed with the client under Change Control

Payment Terms:

Based on the above proposal the fees for this assignment will be as follows:

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