

# Practicus Collaborative Agreement

This agreement has been designed with you, our Client, in mind. From the outset, we would like to work with you together in a collaborative manner to make doing business easier. Relationships and partnerships are important to us. We want to win and retain your trust for the long term so have tried to make this agreement balanced and fair, geared towards successfully delivering services to you, and providing important protection for both parties. We call this our **Collaborative Agreement** (or 'CA').

We feel some contracts are unnecessarily complicated and concentrate too much on liability, and when things go wrong. We want the focus of this CA to be on **how to make things work**, and **in the right spirit**. We have been careful in the language used, i.e. **Plain Language**. We hope you find this CA **easy to read and clear to understand**.

Under this CA, once you have read and agree to the terms, and when you agree a requirement with us, we will supply you with one, or more of the following Services:

<b>CONSULTING</b>	Co-owning discovery, design and/or delivery	To offer you a full suite of change solutions	We will provide you with services and/or products to support your change delivery
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Typically, we provide experienced change practitioners with niche skills sets. They can be used for a variety of reasons, for example, helping clients with their change or transformation projects. Our change specialisms include:

- Strategy
- Operational Efficiency
- Behavioural, Culture and Engagement
- Digital, Technology and Systems
- Data

Our people and our values are important too. We pick our people carefully and they take our values seriously. **We empathise** with clients and colleagues, **act with honesty and integrity**, have a **passion for what we do**, and are **prepared to go the extra mile**.

Finally, we look forward to working with you – please get in touch if you find any part of this CA unclear or if you have any questions.

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# 1. MAIN TERMS

This is an agreement between **Practicus Limited** and **[CLIENT NAME]** made on **[DATE]**. The Parties' company details are as follows:

**Practicus Limited** incorporated and registered in England and Wales with company number **05048716**, whose registered office is at **Riverside Barns Remenham Church Lane, Remenham, Henley-On-Thames, Oxfordshire, RG9 3DB** (referred to as 'Practicus', 'we', 'us', and 'our'); and

**[CLIENT NAME]** incorporated and registered in **[COUNTRY]** with company number **[NUMBER]** of **[ADDRESS]** (referred to as the 'Client' or 'you' and 'your');

where 'Both Parties' means there is an expectation under this CA that **the Parties work together in a collaborative manner**.

## 1.1 How the CA works

a) This CA is broken into three parts:

- the 'Main Terms' which act as framework for the supply of our Services to you, and your receipt of Services from us, which details how we will trade with you, and is broken down into ten clauses.
- the 'Services Terms' which set out additional terms relevant to the Service and are pursuant to the Main Terms; and
- the 'Templates' which include:
  - the 'Consulting Scope of Work' (or 'Consulting SOW') template to be used for project-based requirements under the Consulting service found on page 21 of this CA.

Once a Consulting SOW template is populated and agreed by both parties, it shall become a contract pursuant to the relevant Service Terms and this CA.

- b) It is important to note that certain provisions will apply from the moment we exchange information with you. For example, Confidentiality and Data Protection – how the Parties will keep data secure; or Non-solicitation – we will not poach your staff, and you will not poach ours (this includes any Introductions of Practitioners or Community members we make to you).
- c) This CA governs the Introduction and supply of our Personnel (which includes Service Providers, Practitioners and Community members) by us to you.
- d) We understand sometimes clients get busy and are unable to accept terms before the Services start. Therefore, notwithstanding your signature, any of the following acts are deemed to be your acceptance of these terms:
- i. a request by you for the provision of any of our Services; or
  - ii. an Introduction to you of a proposed Service Provider, Practitioner or Community member by us; or
  - iii. an interview of the proposed Practitioner or a discussion with one of our Community members, by you or your End-Client to whom you have Introduced the proposed Service Provider and/or Practitioner, or Community member to.

The intent of this provision is to ensure the Parties are protected (e.g. where a Client requests Services commence, and a signed CA or Consulting SOW has not been accepted).

## 1.2 What to do next

- a) Please familiarise yourself with the definitions in clause 1.3 of the Main Terms before carefully reading all terms contained in this CA.
- b) Once you have read the CA, please feel free to contact us should you have any queries. Alternatively, if you agree with the content, we will issue a copy of the Main Terms via Adobe Sign for signature.
- c) Once the CA is signed, we will further agree Services Terms with you and (as applicable) will set specific details out in a Consulting SOW with you.

## 1.3 Definitions

Some words have certain meanings throughout this CA, which are defined and capitalised below:

TERM	DEFINITION
<b>“Best industry practice”</b>	The degree of skill, care, prudence, foresight and general best practice which is reasonably expected of a skilled, experienced supplier of services of the same or similar nature to the Services.
<b>“Client Authoriser”</b>	Your confirmed authorised representative(s) responsible for reviewing and approving the (as applicable) Services or any time submitted by our Personnel.
<b>“Client Material”</b>	Any documents, information and materials that you give us or the Service Provider and/or Practitioner, or one of our Community members, when we provide the Services. This includes computer programs, data, reports and specifications.
<b>“Collaborative Agreement” or “CA”</b>	This agreement, including the Main Terms, the Services Terms and the Templates (which include Consulting SOW).
<b>“Community”</b>	This is made up of members of our business network, and may include Practitioners as well as those clients of ours who wish to be in our community.
<b>“Confidential Information”</b>	Confidential information of yours or ours in whatever form, including, but not limited to, written, verbal, visual or electronic. Such information includes, but is not restricted to, commercial, contractual arrangements, financial, marketing, records, reports, software, specifications, technical data or know-how, trade secrets, or other information relating to you, us, the Service Provider and/or Practitioner or Community member.
<b>“Consulting Scope of Work” or “Consulting SOW”</b>	The template found on page 21 of this CA, to be used for the provision and receipt of Consulting Services, which once populated and agreed becomes pursuant to the Consulting Terms and this CA.
<b>“Data Breach”</b>	The accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with this CA.
<b>“Data Controller”</b>	A “controller” as defined in the General Data Protection Regulation (EU) 2016/679.
<b>“Data Protection Legislation”</b>	All applicable laws and regulations, as amended or updated in the UK relating to: data protection, the processing of personal data and privacy, including without limitation (a) the General Data Protection Regulation (EU) 2016/679; (b) Data Protection Act 2018; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic

TERM	DEFINITION
	Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union.
<b>“Deliverables”</b>	All documents, products and materials that we, or our Personnel, develop during our work on the Project as part of the Services. This includes computer programs, data, reports and specifications (including drafts), and (where applicable) the deliverables agreed and specified in a Consulting SOW.
<b>“End Client”</b>	The end client at the top of the supply chain who is the ultimate beneficiary of the Services provided, e.g. this may be your client.
<b>“Engage”</b>	The employment, engagement or use otherwise of a Candidate, Practitioner or proposed Practitioner, or Community member, as a direct result of an Introduction to you by us, whether directly, or indirectly through another employment business or otherwise (i.e. not with us), and the terms Engaged or Engagement shall be construed accordingly.
<b>“Intellectual Property Rights”</b>	All intellectual property rights (whether registered or unregistered), including, but not limited to: patents and copyright works; trademarks or trading names; trade secrets and know-how, such as plans, models and formulae; domain names; moral rights; rights to inventions; rights in: design, computer software and databases, goodwill, get-up; utility models; and all similar or equivalent rights or forms of protection in any part of the world. This applies during this CA and (as applicable) all renewal and extension Consulting SOWs.
<b>“Introduce”</b>	The supply of a curriculum vitae or other information (either orally or in writing) which identifies a person (Practitioner) or company (Service Provider) or a Community member, whether or not that person or company was previously known to the person supplied with the information; and <b>“Introduction”</b> shall have a corresponding meaning.
<b>“Main Terms”</b>	From the start of this CA up to and including the CA Signature Page.
<b>“Milestones”</b>	When we estimate a particular part of the Project will be finished, and (where applicable) as set out in the Consulting SOW.
<b>“Off-Payroll”</b>	Means amendments to Chapter 8; and Chapter 10, Part 2 of Income Tax (Earnings and Pensions) Act 2003.
<b>“Opt Out Notice”</b>	An independent notification from both the Practitioner and Service Provider through which the Practitioner is supplied that Regulation 32(1-8) of the Regulations do not apply.
<b>“Personal Data”</b>	As defined and interpreted in accordance with Data Protection Legislation.
<b>“Personnel”</b>	A party’s officers, employees, or subcontractors (including Practitioners, Service Providers and/or Community members in our case, but not our Personnel in your case).
<b>“Pre-Existing Materials”</b>	All documents (which may include written documents and reports, drawings, maps, plans, diagrams, designs, specifications, pictures or other images, tapes, disks or any other device, computer and software programs), information and materials that is owned by you or us and existed before the date of a Consulting SOW.
<b>“Practitioner”</b>	An individual whose information we share with you with a view to providing, or who actually supplies Services via a Service Provider, or any substitute as the case may be.
<b>“Process”</b>	As defined and interpreted in accordance with Data Protection Legislation, and “Processed” and “Processing” will be construed accordingly.
<b>“Project”</b>	The project which forms part of the Services as more specifically described and detailed in a Consulting SOW.

TERM	DEFINITION
<b>“Regulations”</b>	The Conduct of Employment Agencies and Employment Businesses Regulations 2003, as amended from time to time.
<b>“Relevant Period”</b>	If a Service Provider and its Practitioner have not provided an Opt Out Notice: the relevant period as defined in paragraph 10(5) of the Regulations; or if a Service Provider and its Practitioner have provided an Opt Out Notice or where an Opt Out Notice is not required (e.g. for Consulting Services): the later of during the term of the latest Consulting SOW and 6 months following termination or expiration of such Consulting SOW; or the 6 months following the latest Introduction of the Service Provider and/or its Practitioner, or Community member, by us to you.
<b>“Service Provider”</b>	The limited company defined in the Consulting SOW who employs or engages a Practitioner, or of which the Practitioner is an officer as detailed on Companies House.
<b>“Services”</b>	The services to be performed by us, the Service Provider and/or Practitioner, and/or Community member, as supplied by us to you, and (as applicable) detailed in the Services Terms at the end of this CA, and more specifically as set out in a Consulting SOW.
<b>“Services Terms”</b>	The terms applicable to each of the Services as set out after the Main Terms of this CA.
<b>“Special Terms”</b>	Any agreed specific terms applicable to the Services, as set out in a Consulting SOW.
<b>“Status Determination Statement”</b>	Means a statement provided by you to us declaring the Practitioner’s deemed employment status following an assessment by you using reasonable care to provide your decision. The Status Determination Statement will include reasons why you made your decision.
<b>“Transfer Fee”</b>	A fee equivalent to 12 weeks of the Practitioner or Community member’s or relevant Personnel’s weekly gross charge out rate (anticipated or actual, as appropriate) in the case of an engagement for services, or 25% of annualised basic salary in the case of employment. If no anticipated rate is agreed, then the rate shall be equal to 125% of the Service Provider’s usual charge-out rate for the Practitioner or Community member or relevant Personnel, plus, in all cases, value-added tax (VAT).

## 1.4 How to interpret this CA

- a) Words in the singular include the plural and vice versa.
- b) Reference to one gender includes reference to all genders.
- c) References to statutes or statutory provisions include any subsequent amendments.
- d) References to the word “person” shall include an individual, partnership or body corporate.
- e) The headings and table of contents in this CA are for convenience only and shall not affect their interpretation.
- f) The Services Terms or Consulting SOWs to this CA shall have the same effect as if contained in the body of this CA and any reference to this CA shall include the Services Terms or Consulting SOW terms as applicable.
- g) The words “in particular”, “including”, “includes”, “included”, and “such as” will be construed without limitation. ‘Writing’ or ‘written’ includes faxes and e-mail.

## 1.5 Avoiding conflicts

- a) The terms of this CA take precedence over any terms of business or purchase conditions presented by you, unless we agree with you otherwise.
- b) In the event of conflict between the Main Terms and the Services Terms, and a Template, the latter shall prevail, i.e. Consulting SOW takes precedence over Service Terms, which take precedence over the Main Terms.

## 1.6 Certain laws

- a) Both Parties agree to comply with any relevant obligations as required by law when performing Services under a Consulting SOW pursuant to this CA. These may include (but are not limited to):
  - 1. Data Protection Legislation – to ensure individual’s Personal Data is Processed in line with Data Protection Legislation.
  - 2. Off-Payroll – to ensure (where applicable) Practitioners and/or Community member are taxed correctly.
  - 3. UK Bribery Act 2010, the Parties will not give or receive bribes.
  - 4. The Modern Slavery Act 2015 (MSA), not engaging in any activity, practice or conduct in any jurisdiction that would constitute an MSA offence.
  - 5. Working Time Regulations, the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, the Provision and Use of Work Equipment Regulations 1992, to ensure all current relevant health, safety, fire and environmental legislation and official codes of practice and guidance are adhered to.

## 1.7 Effective communication

- a) We want to work with you in a collaborative way. Both Parties agree to:
1. approach this CA based on trust, effective communication and cooperation;
  2. cooperate to resolve any problems quickly and cost-effectively;
  3. arrange and attend meetings as necessary to effectively provide Services;
  4. exchange information, documents and know-how as required to perform the Services;
  5. give each other early warning of any matters that may disrupt, or reduce the quality standards of the Services; and
  6. look for ways to improve the Services and the way they are provided.

## 2. What we will do

- a) We will and shall ensure (as applicable under our agreement with the Service Provider), the Service Provider and Practitioner, or the Community member, will provide the Services under this CA and Consulting SOW:
1. in accordance with Best Industry Practice, and the terms of this CA;
  2. in compliance with any policies and procedures, or codes of conduct relevant to your business (as notified by you to us from time to time);
  3. in accordance with your reasonable and lawful requirements and requests, providing cooperation to you (and where applicable, the End Client) in relation to any matter arising in connection with this CA and a Consulting SOW;
  4. using our Personnel who are well trained and experienced and will devote such time, attention and skill as is necessary to provide the Services;
  5. in a responsive and courteous in all our dealings with you, any End Clients, Service Providers, Practitioners, Community members and any Candidates;
  6. at the location(s) agreed with you and specified in the Consulting SOW;
  7. in compliance with any health and safety or workplace rules and any internet or security requirements you may notify us about;
  8. by cooperating with your Personnel and using all reasonable endeavours to ensure the Services are completed as agreed;
  9. and remedy any defective Services, provided such defect is as a result of Our Personnel's acts or omissions, for up to four (4) weeks after the Services have been provided.

## 3. What you agree to do

- a) You agree to:
1. reasonably cooperate with us on all matters that relate to the Services; and ensure your Personnel, as detailed in a Consulting SOW or otherwise, comply with the communications provisions agreed in clause 1.7 of the Main Terms;
  2. provide us with details of the Service(s) you require, including (as applicable):
    - i. the date you require the Services on, when you would like Services to start or be completed by;
    - ii. provide as much detail about your requirement, and any relevant matters that may impact the provision or receipt of Services;
    - iii. the location(s), hours of work during which our Personnel are required to provide Services;
    - iv. any relevant health and safety risks and any preventative measures taken;



- v. the experience, training, qualifications and authorisation required by you, by law or by any professional body; and
- vi. any expenses payable by and to the Service Provider and/or Practitioner, or Community member, as more specifically set out in a Consulting SOW;
- 3. advise us of whether Off-Payroll applies to the Practitioner and:
  - i. where Off-Payroll applies, and Services are in scope, you undertake and agree to use reasonable care to assess the working practices of Services to be provided and to provide us with a Status Determination Statement, and the reasons for the decision, in writing as soon as is reasonably practicable prior to the commencement of Services, and to comply with statutory requirements to notify the Practitioner;
  - ii. where Off-Payroll applies to you or applies to an End Client, you undertake and agree to provide any information reasonably requested at any time by us promptly in order to assist us to comply with Off-Payroll;
  - iii. undertake and agree to notify us as soon as you become aware or as soon as is reasonably practicable in the event of changes to information provided under clauses 3 a 3 i) and ii) of the Main Terms that occur during the term of a Consulting SOW;
  - iv. you warrant and undertake that all information you provide to us under this CA is true and accurate and to comply with your statutory obligations to provide a status disagreement process and to use best endeavours to resolve Status Determination Statement disagreements equitably and without unreasonable delay;
- 4. notify us immediately if the Service Provider supplies or intends to supply practitioners other than those specified in a Consulting SOW in order for us to ensure the appropriate Fees are billed to you by us;
- 5. send to us documentary evidence within 3 working days of our Introduction if you already know the Practitioner or Community member and that you are in current discussions (within past 6 months) with the Practitioner or Community member in relation to the project or Services you have requested from us;
- 6. In the absence of such notification in 3 a 5), an Engagement by you of the Practitioner shall be deemed to have resulted from and effectively be caused by our Introduction and you agree to waive the right to rely on such previous knowledge as a reason for non-payment of Fees.
- b) In a timely manner and at no charge, your Personnel should provide our Personnel (including any Practitioner(s) or Community member(s)) with:
  - 1. accurate and up-to-date Client Material and other information that we reasonably require and pre-agree;
  - 2. details of all health and safety rules, other reasonable safety requirements and your workplace policies and procedures that apply at your premises where our Personnel provide Services to you;
  - 3. all necessary licences and consents, and if requested proof of compliance with all legislation that relates to our work on the Services; and
  - 4. any other relevant agreed obligations that we set out in a Consulting SOW.
- c) We will need your assistance in order to achieve a successful outcome to the Services. If, for any reason, you believe you will not be able to provide any information or support in a timely manner please let us know so both Parties can adjust the timescales (and make any other changes) that may be required.

## 4. Payment

- a) You agree to pay us the agreed Fees for the relevant Service and (where applicable) as set out in a Consulting SOW in return for our provision of the Services. Quoted Fees do not include VAT, but we will add VAT to our invoice at the appropriate rate.
- b) Fees and VAT on Fees:
  - 1. the Fees include all costs that our Personnel reasonably incur when they provide Services, including (at the agreed location) under a Consulting SOW. This excludes hotel accommodation, subsistence, travelling, and any other ancillary expenses, unless explicitly included in the Consulting SOW; and
  - 2. we will add VAT at the appropriate rate.
- c) We will send you an invoice as set out in the relevant Service Terms or as otherwise agreed in a Consulting SOW, or where a Consulting SOW or the CA is terminated early, in accordance with 9.2 a) of these Main Terms, i.e. for approved Services provided up to the date of termination. Each invoice will include the Fees due, expenses, costs of materials, and VAT (where appropriate).
- d) Please pay each undisputed invoice that we submit in line with the relevant payment terms for each Service:
  - 1. within twenty-eight (28) days of the invoice date where we submit a weekly invoice to you;
  - 2. where prepayment of services is required, i.e. where there is an agreed cost associated with a Workshop for example, you agree to pay us in advance of such Service being provided. Please note we retain the right to postpone or cancel the Service where such agreed prepayment of Fees has not been paid by you; and
  - 3. into a bank account (we will give you written details of that account).
- e) If you fail to pay us within twenty eight (28) days past the invoice date and provided this is not due to a disagreement between us which is in the process of being resolved, you agree it is reasonable for us to stop providing the Services until the payment has been made in full or the disagreement has been resolved to your and our mutual satisfaction.
- f) If this CA is terminated, then all sums under the CA or any given Consulting SOW become due as detailed in 4 c) and 4 d) of these Main Terms. We may also make a claim for interest if this is permitted by law.

## 5. Confidentiality and data protection

### 5.1 Confidentiality

- a) It is important for Both Parties to keep Confidential Information secure and confidential at all times. This CA including any commercial arrangements between you and us, and any contractual matters between us and the Service Provider or a Community member are confidential; you agree not to discuss these with the Service Provider, the Practitioner, the Community member or any other third party.
- b) The Parties may divulge Confidential Information where it is required (e.g. to legal advisors, accountants, or HMRC) for the performance of this CA. If a Party needs to share any Confidential Information for any other reason, it will seek the other Party's prior written consent.
- c) Clause 5.1 of the Main Terms does not apply to Confidential Information where it is already in the public domain; required to be disclosed by law or an authority; was in the other Party's lawful possession prior to disclosure; or lawfully disclosed to the other Party without restriction.
- d) Both Parties confirm that any Processing of Confidential Information (which may include Personal Data) will comply with the provisions of the Data Protection Legislation.
- e) Each Party agrees to notify the other promptly of any unauthorised use or disclosure of the Confidential Information, whether during or after the term of this CA. Both Parties agree to help each other prevent or minimise unauthorised use or disclosure.
- f) Where requested, each Party agrees to immediately return or destroy all documents, in whatever medium stored (including copies), that contain any Confidential Information of the other Party, except where it is required for the purposes of statutory record keeping requirements or a court order.
- g) Where required, we shall ensure we, or procure the Service Provider and/or Practitioner or Community member, sign any additional confidentiality undertakings provided by you to us.
- h) Each Party acknowledges and agrees that the Confidential Information may be of significant commercial value to the relevant owners and that any breach of the terms of this CA could cause irreparable damage to our, your, or the Service Provider's business. Accordingly, without prejudice to any other rights or remedies available to either Party, each Party acknowledges and agrees that damages alone may not be an adequate remedy for a breach of this CA and that a Party shall be entitled to seek the remedy of injunction in the event of any actual, threatened or anticipated breach by the other of any of the terms of this CA.

### 5.2 Data protection

- a) For the purposes of this clause 5.2 of the Main Terms, "Data Subject" is as defined in, and interpreted in accordance with, Data Protection Legislation, and within the context of this CA includes a Practitioner or Community member (or a proposed Practitioner or Community member).
- b) We are a Data Controller in respect of Personal Data of the Practitioner or Community member, and will provide such related Personal Data to you in accordance with the Data Protection Legislation for those relevant matters of this CA.
- c) Further, it is also understood that you too are a Data Controller in your own right, but together the Parties are not 'Joint Controllers' (as defined within Data Protection Legislation) except where there is an agreement in place by the Parties stating otherwise.
- d) The Practitioner or Community member is not your Data Processor (as defined within Data Protection Legislation) except where agreed otherwise within a Consulting SOW.
- e) Both Parties agree any Personal Data relating to a Data Subject, whether provided by you, us, the Service Provider and/or Practitioner, or Community member, is to be Processed by the receiving party in accordance with Data Protection Legislation.

- f) Each Party agrees to ensure Personal Data is Processed in a manner that ensures appropriate security of the Personal Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures. Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures (as appropriate) will include :
  - 1. pseudonymisation and encryption of Personal Data;
  - 2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of systems and services Processing Personal Data;
  - 3. the ability to restore the availability and access to data in a timely manner in the event of a physical or technical incident; and
  - 4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing of Personal Data.
- g) As applicable, each Party agrees to comply with the other's instructions with regards to the transfer/sharing of Personal Data.
- h) If a Party requires any additional Personal Data from the other that is not already in its control, the legal basis for the request of Personal Data will be set out (by the requesting Party) and it is understood where in the reasonable opinion of the other Party, the request does not comply with Data Protection Legislation, the request to share/transfer such Personal Data may be refused.
- i) Each Party agrees it will not cause the other to breach any obligations under the Data Protection Legislation.
- j) Each Party agrees it will not Process Personal Data outside the European Economic Area in a territory that has not been designated as an 'adequate territory' without the other Party's prior written consent. Where such transfer is to take place, the relevant Party will take appropriate steps to ensure an adequate level of protection for the Processing of Personal Data is in accordance with Data Protection Legislation.
- k) The Parties agree (where applicable) to rely on the model Standard Contractual Clauses approved by the European Commission's Decision 2010/87/EU, as may be amended or replaced.
- l) Where a Party identifies or believes there may be a Data Breach, it will immediately (or as soon as is reasonably practicable) notify the other Party with details of the Data Breach.
- m) Any notification of a Data Breach is to include the number of, and identity of Data Subjects affected, the categories of Personal Data and any other information reasonably requested in relation to the Data Breach. This will enable the Party who is responsible for the Data Breach to fulfil its breach reporting obligations as required by, and in accordance with the timescales defined in, the Data Protection Legislation.
- n) In the event of a Data Breach, the Party who identified the breach will promptly and at its own expense provide such information in writing and assist and cooperate with the other Party (who is notified of the breach). This will enable the Party who is notified of the Data Breach to: a) investigate and defend any claim or investigation; b) mitigate against, or (as applicable) remedy such breach; and c) increase awareness to prevent future breaches.
- o) Each Party agrees to provide to the other details of any press release, notice or report concerning any Data Breach prior to its issue.
- p) Each Party agrees it will only Process Personal Data of Data Subjects (including the Practitioner or Community member) for the agreed purpose of the provision of Services under this CA.
- q) Each Party will provide evidence of compliance with this clause 5.2 of the Main Terms upon request from the other Party, and Both Parties understand this clause 5.2 of the Main Terms is in addition to and does not replace a Party's obligations under the Data Protection Legislation.

## 6. Intellectual property rights

So there are no disputes over who owns what materials, Both Parties agree the following Intellectual Property Rights provisions will apply:

- a) Each Party shall retain ownership of any Pre-Existing Materials where used during the provision or receipt of Services.
- b) Where the Service Provider and/or Practitioner or Community member use any of their Pre-Existing Materials during the provision of Services, we shall require by contract the Service Provider grants to you a non-exclusive, irrevocable, worldwide, royalty-free, non-transferable licence to reproduce, distribute and use such Pre-Existing Materials (and that such use does not infringe any third-party property right).
- c) We shall procure the Service Provider and Practitioner or Community member assign all Intellectual Property Rights in any materials (except Pre-Existing Materials) created during the provision of Services to you on creation; the Service Provider and/or Practitioner or Community member will execute any documents as required to confirm this.
- d) We shall procure that the Practitioner or Community member unconditionally and irrevocably waives all moral rights wherever in the world under Chapter IV of the Copyright, Designs and Patents Act 1988.
- e) The Service Provider and/or Practitioner or Community member may utilise general know-how developed during the provision of Services, taking into account any obligations of confidentiality and ownership of any Intellectual Property Rights.
- f) Where you use any of your Pre-Existing Materials during the Services, you will be the owner of such materials or, where owned by a third party, you (and therefore we, the Service Provider and Practitioner, or Community member) are lawfully licensed to use such materials.
- g) Nothing in this CA shall prevent a Party, or the Service Provider and/or Practitioner, or Community member, from utilising general know how developed by it as a result of the provision of the Services, subject always to any obligations of confidentiality and express licences and assignments.

## 7. Non-solicitation

- a) During the provision of Services, you may feel that you would prefer to take on a Practitioner or one of our Community members directly or indirectly (through another supplier) or you may want to offer the Practitioner or Community member a permanent or fixed term role. In such cases Both Parties agree to always discuss such matters first with each other (e.g. rather than you discussing with the Practitioner or Community member first) prior to any direct or indirect attempt to engage the other Party's Personnel.
- b) Both Parties agree candidate ownership is an integral part of the supply of such Services. Each Party agrees to act in good faith, and with honesty and integrity in such discussions. Where a direct or indirect transfer of the Practitioner or Community member takes place without our knowledge, a Transfer Fee will be applied in such circumstances.
- c) During the Relevant Period, you agree you will not try to hire or entice away from us any person who is, or was, engaged as our Personnel involved in the provision of Services. Should this occur (whether directly or indirectly via a third party) during the Relevant Period, in the case of employment you agree to pay us an introduction fee of 25% for any Personnel's first 12 months total taxable emoluments, plus VAT, or in the case of an engagement for services a fee equivalent to 12 weeks of the Practitioner's weekly gross charge out rate.
- d) Notwithstanding the foregoing, either party may employ or engage any Personnel of the other party who has responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the relevant party or via an advertisement placed publicly by the relevant party (either in the press, social media, online or in trade and industry publications).

## 8. Liability

- a) As we enter into this CA with you, we do not expect things to go wrong. As a provider of professional services, we do however recognise the importance of protecting against such events. Accordingly, each Party's total liability for its obligations under this CA will be limited as follows:
  1. our upper limit: £2,000,000
  2. yours and ours: £1,000,000
  3. the upper limit of our insured limits will apply for:
    - any loss, damage or liability as a result of breach of the Data Protection Legislation; and
    - any loss, damage or liability as a result of our breach of any third party Intellectual Property Rights.

This includes liabilities in agreement, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise that arises from the performance or contemplated performance of this CA.
- b) This section sets out the entire financial liability (including any liability for each Party's Personnel's (including any Practitioner(s) or Community member(s)' acts or omissions) of each Party in respect of:
  1. any breach of this CA however it arises;
  2. any use made of the Services, or any part of them; and
  3. any representation, statement or tortious act or omission (including negligence) that arises under, or in connection with, this CA.
- c) All warranties, conditions and other terms implied by statute or common law are excluded from this CA, to the fullest extent permitted by law.

- d) Nothing in this CA limits or excludes the liability of either Party for:
  - 1. death or personal injury resulting from negligence;
  - 2. any loss, damage or liability as a result of fraud or fraudulent misrepresentation.
- e) Neither Party will be liable, under any circumstances, for:
  - 1. loss of profits;
  - 2. loss of business;
  - 3. depletion of goodwill or similar losses (or both);
  - 4. loss of anticipated savings;
  - 5. loss of agreement;
  - 6. loss of use;
  - 7. interest or additional borrowing charges;
  - 8. ex gratia payments; and
  - 9. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- f) This is a collaborative agreement. Therefore, any liability that one Party has for a loss will be reduced proportionately if the other Party's actions (including any negligent act or omission, or failure to comply with obligations and responsibilities under this CA) contributed to that loss.
- g) This still applies if the Party that has suffered a loss brings legal proceedings for negligence or breach of this CA.
- h) Neither Party will have any liability to the other under the CA if events outside the Parties' control stop or delay the Parties' providing the Services. Events outside the Parties' control include:
  - 1. strikes, lock-outs or other industrial disputes;
  - 2. failure of a utility service or transport network, accident, breakdown of plant or machinery;
  - 3. act of God, fire, flood, storm, war, riot, civil commotion, or malicious damage; and
  - 4. compliance with any law or governmental mandated event (e.g. epidemic or pandemic) or order, rule, regulation, or direction.

## 9. Termination

### 9.1 When either Party can terminate the CA, or a Consulting SOW

- a) Unless an extension is agreed, the Consulting SOW will automatically terminate when the Consulting SOW End Date expires.
- b) In addition to the right to terminate in 9.1 c), either Party, without cause, can terminate:
  - 1. **the 'CA'** if they give the other Party at least **ninety (90) days' prior written notice**; and
  - 2. a **'Consulting SOW'** if they give the other Party at least **twenty-eight (28) days' prior written notice** or any other notice as the Parties may agree and detail in a Consulting SOW.

Either Party can terminate the CA or a Consulting SoW in this way without prejudice to other rights or remedies, or liability to the other Party.

- c) Either Party can terminate the CA if the other Party:
  - 1. fails to pay any amount due on the due date, and still has not paid that amount fourteen (14) days after being asked to make that payment in writing;
  - 2. commits a material breach of any of the CA's terms and fails to remedy that breach within fourteen (14) days of being told of that breach in writing;
  - 3. repeatedly breaches any of the CA's terms in a way that reasonably justifies the opinion that the Party does not intend to, or have the ability to, work under the CA's terms;



4. cannot or will not pay its debts in any of these ways:
    - A. suspends or threatens to suspend paying its debts, or is deemed by the other party to become un-credit worthy;
    - B. admits it cannot pay its debts or is unable to pay its debts as they fall due;
    - C. if a company, is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  5. starts to negotiate with all or any of its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors – unless these negotiations are part of a plan for a solvent reconstruction, or a solvent merger with one or more other companies;
  6. is the subject of any kind of winding-up process, except as part of a plan for a solvent reconstruction, or a solvent merger with one or more companies;
  7. is the subject of any process to appoint an administrator to control that Party;
  8. is the subject of a process where a receiver is, or may be, appointed over the Party's assets;
  9. is the subject of any event or proceedings in any jurisdiction that might have an effect similar to those described in sections iv) of this provision; and
  10. suspends or stops, or threatens to suspend or stop, carrying on all (or a substantial part of) its business.
- d) You agree to liaise with the Practitioner or Community member sufficiently to ensure your satisfaction with the Practitioner's or Community member's provision of the Services. However, you may terminate a Consulting SOW, with effect from the date of receipt of the notice, by notifying us in writing if:
1. you, in your reasonable opinion, find a Service Provider and/or its Practitioner, or Community member to be negligent, inefficient, or technically unsuitable; or
  2. a Practitioner or Community member has committed an act of misconduct which, in your reasonable opinion, makes it unacceptable for the Practitioner or Community member to continue to provide the Services.
- e) We may terminate this CA and all Consulting SOWs (and all other agreements in force between the parties) immediately by written notice if:
1. in our sole (and reasonable) opinion your financial situation is such that you may not be able to meet your continuing obligations under this CA and you fail on demand to pay all invoices due under this CA together with such further sums as we consider necessary, in our reasonable opinion, to secure our position with regard to future sums due under this CA; or
  2. you fail to pay any amount due to us in accordance with this CA or any other agreement in force between the parties.

## 9.2 What happens when the CA or a Consulting SOW is terminated.

- a) If the CA or a Consulting SOW is terminated for any reason you agree to pay us for any Services we have provided to you up to the relevant termination date.
- b) Each Party (including the Service Provider and/or Practitioner, or Community member) agrees to return, within a reasonable time, all the other Party's equipment, and any Pre-existing Materials. The Party holding the equipment is responsible for the safe keeping of these items until their return to the owning Party. The Party's agree to return any documents, data or other materials that you have provided to us (or the Service Provider or Practitioner, or Community member), or we (or the Service Provider or Practitioner, or Community member) have provided to you in order to provide the Services. Alternatively, a Party can ask the other Party (including the Service Provider or Practitioner, or Community member) to destroy such material if it contains Confidential Information.
- c) The termination of the CA or a Consulting SOW will not affect the Parties' rights, remedies, obligations, and liabilities. This includes the right to claim damages for any breach of the CA that took place at or before termination.



- d) Certain terms will stay in force after this CA terminates, these are:
- Confidentiality and Data Protection;
  - Intellectual property rights;
  - Limitation of liability;
  - Non-solicitation; and
  - Governing law and jurisdiction.

## 10. General

### 10.1 Entire agreement

- a) This is the entire and final agreement between you and us. No previous versions apply. Both Parties agree all previous written or oral arrangements, understandings, or agreements are superseded or extinguished.
- b) Both Parties acknowledge that, once this CA has been signed, neither Party can rely on any representations or warranties not within this CA or were made before the Parties entered into it. Neither Party will have any remedy for such representation or warranty (whether made innocently or negligently) unless set out in this CA.
- c) Each Party agrees that its only liability for any breach of a representation or warranty set out in this CA (whether made innocently or negligently) is for breach of agreement.
- d) Nothing in this CA limits or excludes liability for fraud.

### 10.2 Assignment

- a) Either Party may assign, transfer or deal in any other way, with all or part of its rights or obligations under this CA, providing written consent of the other Party is received.

### 10.3 No partnership or agency

- a) Neither Party will:
1. act in the name of or as an agent for the other, or
  2. bind the other in any way, including: making any representations or warranties; exercising any right or power; or assuming any obligation or liability.

### 10.4 Notices

- a) Any notice given under this CA shall be in writing and sent to the addressee at the last known address, electronic mail address either, respectively, by first class post, or by fax, or by email. Notice shall be deemed to have been received, in the case of post on the postal date following the date of posting and in the case of email immediately on transmission. For notices sent to Practicus please use the following email address: admin@practicus.com

### 10.5 Rights of Third Parties

- a) A person who is not a Party to this CA has no rights under it.

### 10.6 Governing law and jurisdiction

- a) Both Parties agree any dispute or claim relating to this Agreement, its subject matter or formation, will be governed by the law of England and Wales and can only be settled in the courts of England and Wales.

# CA signature page

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Signed by an authorised  
representative acting for and on  
behalf of **Practicus Limited**

.....

.....  
Print name

.....  
Job title

.....  
Date

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Signed by an authorised  
representative acting for and on  
behalf of **[CLIENT NAME]**

.....

.....  
Print name

.....  
Job title

.....  
Date

# SERVICES TERMS

## Consulting

### Consulting Terms

Please read the Consulting Terms below and once you agree to them (this is done by accepting the Collaborative Agreement), we can then proceed to engage with each other by setting out Services in a Consulting SOW (template on page 21 of this CA).

Once a Consulting SOW has been drafted it will be presented to you for your acceptance via Adobe Sign. Once agreed, the Consulting SOW forms a contract, and Services shall be provided in accordance with the terms of this CA. The Consulting SOW is pursuant to the Consulting Terms, which are pursuant to the Main Terms of this CA.

#### What is our Consulting Service?

Under this service, we work with our clients to:

#### DISCOVER, DESIGN, & DELIVER

We provide a full suite of change solutions to reduce risk and accelerate your agenda. Simply put, we help our clients achieve their desired outcomes from their projects.

#### Key benefits of our Consulting Service

- Tried and tested (and, where required, innovative) solutions from industry tailored to your particular circumstances;
- Close collaboration with you and your teams;
- Always the 'A' team – the capability and subject matter expertise to make a difference;
- Flexible staffing as your needs change during the engagement;
- We provide you with a fit-for-purpose team;
- Long-term partnership with handover of IP and knowledge transfer to your teams.

#### CONSULTING TERMS

##### 1. How does our Consulting Service work?

- a) Both Parties will develop and agree a Consulting SOW with the appropriate level of detail for your Project and the Services to be provided.
- b) We will request from you details of whether the Services fall within or outside IR35 in line with Off-Payroll (as updated and amended); this will enable us to arrange (as applicable) for the Practitioner to be paid via employment income, i.e. ensure the Service Provider who pays the Practitioner makes PAYE deductions as required.
- c) We will have discussions with you and (where required) both Parties will hold meetings so that we get a clearer understanding of your needs, and you get a clearer picture of our proposed solution. These discussions and meetings will give us the information we need to create a detailed specification for the Services, in order for both Parties to build a Consulting SOW that will achieve your desired outcome.
- d) As appropriate and in line with your requirement, we will carefully select and propose our team including any suitably qualified Practitioner(s) for your consideration. We will use our experience and all commercially reasonable efforts to ensure we propose Practitioner(s) with the required levels of skill, competence, technical ability, reliability and any other selection criteria identified.

**CONSULTING TERMS**

- e) Where applicable in relation to a Project, we will agree with you any Deliverables (and as appropriate the acceptance criteria for such Deliverables) and Milestones and set them out in a Consulting SOW.
- f) If any Deliverable fails to meet the agreed acceptance criteria as set out in a Consulting SOW, we will use all reasonable endeavours to promptly remedy the defects and/or deficiencies and repeat the relevant test(s) within a reasonable time.
- g) If any Deliverable fails in some material respect to meet the acceptance criteria within four (4) weeks from the date of its second acceptance test, then you may:
  - i. accept the Deliverable as it is, but pay only a pro-rata amount to take into account the reduced functionality; or
  - ii. reject the Deliverable (and receive a refund for any costs incurred in relation to the Deliverable), or
  - iii. agree that we can re-submit the Deliverable for further acceptance tests over a period agreed by both Parties.

## Consulting Scope of Work ('Consulting SOW') - Template

This Consulting SOW is between **Practicus Limited** and **[CLIENT NAME]** made on **[DATE]**. The Parties' company details are as follows:

**Practicus Limited** incorporated and registered in England and Wales with company number **05048716**, whose registered office is at **Riverside Barns Remenham Church Lane, Remenham, Henley-On-Thames, Oxfordshire, RG9 3DB** (referred to as 'Practicus', 'we', 'us', and 'our'); and

**[CLIENT NAME]** incorporated and registered in **[COUNTRY]** with company number **[NUMBER]** of **[ADDRESS]** (referred to as the 'Client' or 'you' and 'your');

where '**Both Parties**' means there is an expectation under this **Consulting SOW** that **the Parties work together in a collaborative manner**.

Once this Consulting SOW has been drafted and agreed by Both Parties it becomes pursuant to and governed by the Agreement between Practicus Limited and **[CLIENT NAME]** dated **[DATE]**

### THE SERVICES

**Project Name:**

**Scope of Work Start Date:**

**Scope of Work End Date:**

**Duration of SOW:**

**Our Practitioner(s):**

**Your Key Stakeholder(s):**

**Where we will work on the project:**

**Practicus notice to terminate SOW:**

**Client notice to termination SOW:**

**THE SERVICES****Other Specific Terms**

Each Party agrees to ensure:

- key Stakeholders and subject matter experts are available to be engaged throughout the project
- where required, provide access to the other Party any relevant data and information to achieve agreed objectives
- requests for information from the other Party will be responded to in a timely manner
- business decisions impacting the Project Deliverables will be made in a timely manner
- it provides the means to the other Party to communicate with Key Stakeholders to support the Project

Both Parties agree, in the event we need to substitute any member of Our Team, we will agree such substitute with you

**The Project Plan / Deliverables:****Pricing/Fees (Excluding VAT):****Payment Schedule (if applicable):****Expenses:**

Please refer to clause 4

**Special Terms:**

Consulting SOW signature page

Signed by an authorised  
representative acting for and on  
behalf of **Practicus Limited**

.....

Print name

.....

Job title

.....

Date

.....

Signed by an authorised  
representative acting for and on  
behalf of **[CLIENT NAME]**

.....

Print name

.....

Job title

.....

Date

.....