

**AGREEMENT FOR THE SUPPLY OF SERVICES**

THIS AGREEMENT is made

BETWEEN:

- (1) **Agency: Change-IT Public Sector Limited** (Company Registration Number 10323289) whose registered office is at:
- 32 The Parklands
Stourbridge
DY9 7JT
United Kingdom
- (2) **Client:** (Company Registration Number) whose registered office is at:
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WHEREAS:

- (1) The Client has identified a need for technical help and assistance in the performance and completion of works and wishes to engage the services of Change-IT Public Sector.
- (2) Change-IT Public Sector is engaged in business offering services in relation to information technology and ancillary matters and hereby agrees to provide the services of the Supplier (as defined below) to perform the Specified Service (as defined below) for the benefit of the Client at the Project Address (as defined below) in accordance with the terms of this Agreement.

1. **Interpretation**

In this Agreement, including its recitals and Schedules, unless the subject or context requires otherwise, the following expressions shall have the meanings set out opposite them below:

“Affiliates”	means any corporation, association or other entity which, directly or indirectly, controls a party hereto or is controlled by a party hereto or is under common control with the Client or any shareholder, member, director, officer, employee or agent of any of the foregoing or of any party hereto where “control” means power and ability to direct the management and policies of the controlled enterprise whether through ownership of share of the controlled enterprise or by contract or otherwise.
“Agreement”	means this agreement including all and any Schedules;
“Client”	means the company with whom Change-IT Public Sector has been appointed to supply designated Personnel with. In this instance
“Confidential Information”	means all information provided directly or indirectly to either the Client or Change-IT Public Sector in oral or documentary form and whether, before, on or after the date of this Agreement relating to any aspect of the



business of the Client or Change-IT Public Sector including but not limited to customer details, details of potential customers, all unpatented designs, drawings, data, specifications, manufacturing processes, testing procedures and all other technical business and similar information relating to the Specified Service including all readable or computer or other machine readable data, logic, logic diagrams, flow charts, orthographic representations, coding sheets, coding, source or object codes, listings, test data, test routines, diagnostic programs or other material relating to or comprising software (whether or not marked 'confidential') and the existence and content of this Agreement';

“Invention”

means any invention or discovery conceived or originated or made by the Client during the course of or in any way whatsoever related to the provision of the Specified Service.

“I P Rights”

include but are not limited to copyrights, patents, utility models, trademarks, service marks, design rights (whether registered or unregistered) database rights and proprietary information rights in all materials, designs, programs, reports, manuals, visual aids and any other material.

“Personnel”

means the Supplier's employees, agents and substitutes where appropriate.

“Client Address”

means:
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“Specification”

means project details and the specifications related thereto provided to the Client from time to time and set out at Schedule 2 to this Agreement;

“Specified Service”

means performance of the services in accordance with the Specification from time to time in accordance with the terms of this Agreement;

“Supplier”

means the companies registered in England and Wales employing the Personnel and with whom Change-IT Public Sector has contracted to carry out the Specified Services, and include any companies registered in England and Wales who have been introduced to the Client either by way of the provision of the Personnel's C.V's or by way of an interview to ascertain the suitability and experience of the Personnel and this definition shall include the Personnel where the context so requires.

2. **Duration**

This Agreement shall remain in force for the period specified in Schedule 1 unless terminated in accordance with clause 11 below.



3. **Performance of Specified Service**

- 3.1. Change-IT Public Sector shall provide the Supplier to the Client to provide the Specified Service for the benefit of the Client. The Supplier is engaged by Change-IT Public Sector under an Agreement for the Provision of Services.
- 3.2. The Client shall ensure that it will:
 - 3.2.1. specify its requirements and timeframes and provide the Specification and all information relating to the Specified Service to the Supplier;
 - 3.2.2. liaise with the Supplier from time to time to ensure that the Supplier is providing the Specified Service as required to the Client's satisfaction;
 - 3.2.3. review the performance of the Specified Service by the Supplier prior to authorising timesheets which will commit the Client to settle invoices;
 - 3.2.4. provide the Supplier with all documents, other materials, data or other information necessary for the completion of the Specified Service at the expense of the Client;
 - 3.2.5. liaise with the Supplier from time to time as to the Supplier's place of work and the material to be utilised in performance of the Specified Service;
 - 3.2.6. allow the Supplier sufficient access to the Project Address, information, data or personnel and use of any equipment, which is reasonably necessary for the completion of the Specified Service;
 - 3.2.7. provide the Personnel with a suitable place of work and such materials to enable the Personnel to carry out the Specified Service at the Project Address;
 - 3.2.8. make sure that the Supplier abides by any rules and regulations of the Project Address;
 - 3.2.9. make sure that the health and safety standards required by the applicable law and regulations are observed in relation to the Personnel whilst the Personnel are performing the Specified Service at the Project Address;
 - 3.2.10. notify Change-IT Public Sector forthwith of any complaints concerning the Supplier's negligence, competence, conduct or performance in relation to the Specified Service;
- 3.3. Change-IT Public Sector shall use its best endeavours to ensure that the Supplier is suitable to carry out the Specified Service with reasonable skill and care. Change-IT Public Sector has made all reasonable enquiries of the Supplier concerning the Supplier's suitability and technical competence.
- 3.4. Change-IT Public Sector does not test the Supplier's technical skills and the Client shall satisfy itself as to the Supplier's overall capability to perform the Specified Service when interviewing the Supplier and/or during the first week of the commencement of the Specified Service.
- 3.5. Change-IT Public Sector shall accept no responsibility for information relating to the Supplier which is outside its knowledge.

4. **Fees and Payment**

- 4.1. The Client shall pay Change-IT Public Sector for all work performed by the Supplier during the hours of a normal working week. All charge rates including additional hour rates and special rates for weekends and bank holidays are set out Schedule 1.



- 4.2. The client will give the budget on offer to Change-IT Public Sector at the commencement of The Assignment and Change-IT Public Sector will provide a suitable Candidate to the Client within the specified budget and no further charges, except VAT will be invoiced to the Client.
- 4.3. The Client undertakes that they will be invoiced The Rate for work completed by the candidate, for which The Client has signed (whether in ink or digitally) a timesheet stating the Candidate's satisfactory performance for that time period.
- 4.4. The Client is required to pay 13 weeks of The Rate if they wish to retain the Candidate on a permanent basis.
- 4.5. The Client shall bear the legal costs incurred by Change-IT Public Sector in the enforcement of its rights if an invoice is not paid on the due date for payment pursuant to clause 4.3.
- 4.6. Change-IT Public Sector shall provide the Supplier with timesheets on which are recorded the hours worked by the Personnel. The Supplier will submit the completed timesheets to the Client for signature.
- 4.7. The Client shall ensure:
 - 4.7.1. that the completed timesheets submitted to the Client by the Supplier are a true reflection of the hours worked by the Supplier;
 - 4.7.2. that the Supplier shall sign the said timesheets and return them to the Supplier promptly, provided that the Client is satisfied with the quality of the performance of the Specified Service by the Supplier. Change-IT Public Sector relies on the fact that the Client has signed the timesheets when making payments to the Supplier;
 - 4.7.3. that the Client retains one copy of each of the signed timesheets for the Client's own records
- 4.8. Change-IT Public Sector shall present an invoice to the Client for the Specified Service performed by the Supplier. The Client warrants that all invoices from Change-IT Public Sector shall be paid within 30 days of the invoice being tendered, unless otherwise specified in Schedule 1 or unless a standing order is arranged as detailed in clause 5 below.
- 4.9. In the event of late payment of any sums due to Change-IT Public Sector hereunder, the Client shall pay to Change-IT Public Sector a compensatory payment of a fixed sum - £100 and statutory interest on the sum due in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 as amended by The Late Payment of Commercial Debts Regulations 2002. Interest shall be calculated on a monthly basis as 2% above the Bank of England Base rate and compounded.
- 4.10. An authorised signatory of the Client shall approve in writing all expenses of the Personnel before they are incurred, and the Client may at its discretion reimburse the Supplier directly and notify Change-IT Public Sector of the same forthwith.
- 4.11. Change-IT Public Sector shall be responsible for making payment to the Supplier and in no circumstances shall the Client make payment to the Supplier directly
- 4.12. The Client shall not under any circumstances discuss rates charged by Change-IT Public Sector to the Client with the Supplier.
5. **Payment by Standing Order**
 - 5.1. Any Special Conditions relating to payment for the Specified Service, shall be specified in Schedule 1 to the Agreement.



6. Intellectual Property Rights

- 6.1. All IP Rights, Inventions and other rights shall belong to the Client and Change-IT Public Sector shall assist the Client in acquiring any Intellectual Property Rights that shall arise as a result of the Specified Service supplied under this Agreement.

7. Confidentiality

- 7.1. Except as permitted by law, neither party shall disclose any Confidential Information relating to the other party without the other party's prior written consent.
- 7.2. Either party shall immediately notify the other party if it becomes aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person, whether during or after the term of the Agreement and shall provide such assistance as is reasonable to deal with such an event.

8. Insurance

- 8.1. Change-IT Public Sector has in force Public Liability insurance, Employer's Liability insurance and Professional Indemnity Insurance.

9. Limitation of Liability

- 9.1. Change-IT Public Sector shall, subject to sub-clause 9.2 below, indemnify the Client against its direct losses, to the extent that such death, injury, loss or damage is attributable to its negligent acts or omissions.
- 9.2. Change-IT Public Sector shall not have any liability to the Client under or in connection with the Agreement howsoever arising in respect of loss of profits or contracts or for special, indirect or consequential loss or damage, or for any increased costs or expenses and its liability under clause 9.1 shall be limited to a maximum of £250,000 per claim. These exclusions shall not apply to personal injury, including death caused by its negligence.
- 9.3. Neither party shall have any liability in respect of any delay in carrying out or failing to carry out any of its obligations under the Agreement caused by fire, strikes or other industrial action or dispute, Acts of Government or any circumstance outside the reasonable control of each party.

10. Replacement of the Supplier/Personnel

- 10.1. The Client shall notify Change-IT Public Sector forthwith in writing if it wishes to terminate the Specified Service of the Supplier in reliance upon clause 11.4 below. The Client shall provide Change-IT Public Sector with a clear written account of any concerns relating to the Supplier at an earlier stage. If the Client then maintains that a termination is the only course of action, Change-IT Public Sector shall be given exclusive responsibility to find a replacement Supplier for a period of 7 days following the termination letter.
- 10.2. The provision of a replacement is in no way an acceptance by Change-IT Public Sector that the work carried out by the Supplier was not carried out with reasonable skill and care.
- 10.3. The Supplier may substitute the original Personnel provided that:
- 10.3.1. the Specified Service remains as detailed in this Agreement;
- the Client and Change-IT Public Sector are reasonably satisfied that the proposed substitute possesses the necessary skills, expertise and resources to fulfil the Specified Service;
- 10.3.2. the Client is reasonably satisfied that the proposed substitute will comply with its rules on health, safety, security and confidentiality; and



- 10.3.3. no delay or reduction in quality in the performance of the Specified Service shall occur due to the lack of technical or Client knowledge held by the substitute.

11. **Termination**

- 11.1. This Agreement may be terminated at any time by either party upon the provision of 2 weeks' notice (14 days) to the other party, unless otherwise stated in Schedule 1.
- 11.2. Should the Client fail to pay any one invoice in accordance with sub-clauses 4.4, then Change-IT Public Sector shall have the following rights:
 - 11.2.1. to terminate this Agreement forthwith; and
 - 11.2.2. to terminate all agreements in force between the Client and Change-IT Public Sector forthwith; and
 - 11.2.3. to claim all monies under all agreements in force between the Client and Change-IT Public Sector, as rightfully due, including fees for work-in-progress unsupported by signed timesheets.
- 11.3. Change-IT Public Sector may terminate the Agreement forthwith should the Client:
 - 11.3.1. fail to comply with the provisions of clause 12;
 - 11.3.2. go into liquidation or a receiver, administrative receiver, administrator or someone of similar office be appointed to the Client or any part of its assets or undertakings;
 - 11.3.3. default on its payment obligations under any other agreement in force between the Client and Change-IT Public Sector.
- 11.4. The Client may terminate the Agreement forthwith if it provides satisfactory evidence to Change-IT Public Sector, in writing, that either:
 - 11.4.1. the Client, in its reasonable opinion, finds the Supplier and/or its Personnel to be negligent, inefficient or technically unsuitable; or
 - 11.4.2. the Supplier's specified Personnel has committed an act of misconduct which, in the Client's reasonable opinion makes it unacceptable for it to continue to use the Specified Service
- 11.5. If in the sole opinion of Change-IT Public Sector, the Client's financial condition is such that it may not be able to meet its continuing obligations under the Agreement, then Change-IT Public Sector may terminate this Agreement unless the Client immediately pays all invoices due under the Agreement together with such further sums as Change-IT Public Sector considers necessary, in its reasonable opinion, to secure its position with regard to future sums due under the Agreement. This sub-clause is without prejudice to Change-IT Public Sector's other rights under clause 11.
- 11.6. Either party may terminate the Agreement forthwith should the other party fail to comply with the provisions of clause 7.
- 11.7. If the Client maintains that the termination of the contract is the only course of action then the sub-clause in 10.1 giving Change-IT Public Sector exclusivity on finding a replacement comes in to force and is non-negotiable.



12. **Restrictions**

- 12.1. The Client hereby acknowledges that Change-IT Public Sector has expended significant resources in sourcing the Supplier.
- 12.2. Neither the Client nor its Affiliates shall during the Agreement be permitted to utilise the Specified Service of the Supplier and/or the Personnel other than through Change-IT Public Sector.
- 12.3. Upon termination or expiration of the Agreement, should the Client or any of its Affiliates, re-engage or utilise the services of the Supplier and/or the Personnel other than through Change-IT Public Sector, an introduction fee equivalent to 13 weeks' remuneration at the final rate paid by the Client shall be payable to Change-IT Public Sector by the Client.
- 12.4. The Client undertakes that in the event of the Client effectively introducing (directly or indirectly) any Candidate to another person, firm or corporation, including any subsidiary, associated or holding company of the Client, resulting in an Engagement by that person, firm or corporation (which the Client shall immediately notify to Change-IT Public Sector) the Client is required to employ the candidate through Change-IT Public Sector for a period of 12 months following the termination of a contract.
- 12.5. Should the Client or its Affiliates permanently employ the Supplier and/or the Personnel, either during the term of the Agreement or thereafter, then the Client shall pay Change-IT Public Sector the equivalent of 13 weeks remuneration by way of an introduction fee at the final rate paid by the Client to Change-IT Public Sector.

13. **General**

- 13.1. Any notice required to be given hereunder shall be sent by either (i) pre-paid first class post, (ii) registered post, (iii) recorded delivery post, (iv) fax transmission, (v) e-mail transmission. Notice served by post under methods (i), (ii) or (iii) shall be sent to the party to whom it is addressed at their last known address or place of business and shall be deemed to be served on the day following or if that day be a Sunday the second day following that upon which it shall be shown to have been posted. Notice served by facsimile or e-mail transmission under methods (iv) and (v) shall be sent to the party to whom it is addressed at their last known facsimile number or e-mail address respectively and shall be deemed to be served on the same day unless it can be shown that the facsimile or e-mail transmission did not successfully reach its intended destination.
- 13.2. The terms of the Agreement and of any specification provided under the Agreement may only be varied in writing by authorised representatives of both parties.
- 13.3. The forbearance or failure of Change-IT Public Sector to enforce any of its rights or remedies to which it is entitled under the Agreement shall not be construed as a waiver of those rights or remedies and shall not restrict or prevent Change-IT Public Sector enforcing or exercising those rights or remedies in any other instance at any time or whether during or after the termination of the Agreement.
- 13.4. If any provision of the Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if the Agreement had been executed with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the parties shall immediately commence good faith negotiations to remedy such invalidity.
- 13.5. The Agreement shall be governed, construed and shall take effect in accordance with the laws of England and shall be subject to the non-exclusive jurisdiction of the English courts.



- 13.6. The terms of the Agreement represent the entire Agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise.
- 13.7. If any term herein conflicts with any term in the schedules, then the schedules shall take precedence.
- 13.8. No rights shall accrue to any third party under the Agreement pursuant to The Contracts (Rights of Third Parties) Act 1999.
- 13.9. The Client shall observe the provisions of the Data Protection Acts 1984 and 1998 and shall indemnify Change-IT Public Sector for any breach thereof.



CHANGE-IT PUBLIC SECTOR

SCHEDULE 1

Assignment Schedule

Client:

Client Address:

Contact Name:

Personnel's Name:

Supplier:

Consultancy Services:

Start Date:

End Date:

Charge Rate (Excluding VAT):

Client Defined IR35 Status:

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Signed for and on behalf of
Change-IT Public Sector Ltd

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Name:

Position:

Date:

Signed for and on behalf of

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Name:

Position:

Date: