

Legal agreement for software consultancy and support

1. Definitions

- 1.1. **Agreement** means this contract.
- 1.2. **Verna** means Verna Earth Solutions Ltd, a company registered in England and Wales with company number 12745191, whose registered office is at 91 Cowley Hill, Borehamwood, England, WD6 5NA.
- 1.3. **Client** means [insert full name and address].
- 1.4. **Services** means the services that Verna will deliver to the Client under this Agreement, as set out in the proposal at Annex A.
- 1.5. **Deliverables** means the deliverables to be provided to the Client by Verna as part of delivering the Services, as set out in the proposal at Annex A.
- 1.6. **Start Date** means [insert].
- 1.7. **Fees** means the total sum to be paid by the Client to Verna under this Agreement, which is [insert amount] + VAT.
- 1.8. **Intellectual Property Rights** means all patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

2. Background

- 2.1. Verna shall provide the Services to the Client on the terms and conditions of this Agreement.
- 2.2. This Agreement shall commence on the Start Date and run until the delivery of the Services is complete, unless terminated sooner in accordance with clause 5.

3. Payment

- 3.1. In consideration of the provision of the Services by Verna, the Client shall pay the Fees.
- 3.2. The Fees will be subject to VAT, which will be charged to the Client at the prevailing rate.
- 3.3. Verna will invoice the Client in accordance with the following schedule:
 - 3.3.1. 50% of the Fees will be invoiced upon commencement of this Agreement.
 - 3.3.2. 50% of the Fees will be invoiced upon full delivery of the Deliverables.
- 3.4. In addition to the Fees the Client shall reimburse Verna for reasonable expenses incurred by Verna in providing the Services, subject to the Client's prior approval having been obtained by Verna in advance of incurring such expenses.
- 3.5. The Client shall pay Verna, in full and in cleared funds, within 30 days of the date of each invoice.
- 3.6. Without prejudice to any other right or remedy that it may have, Verna may charge interest on any overdue sum from the due date for payment at an annual rate of 5%, accruing daily from the due date for payment until the date on which Verna receives payment together with all accrued interest.

4. Changes to Services and/or Deliverables

- 4.1. Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect unless agreed in writing by both parties, such written agreement to set out the effect those changes will have in respect of (i) the Services, (ii) the Deliverables, (iii) the Fees, and (iv) the timetable for delivery of the Services.

5. Termination

- 5.1. The Client may terminate this Agreement for any reason upon 30 days' written notice.
- 5.2. Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability to the

other immediately on giving notice to the other if the other party: (i) fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment; or (ii) commits a material breach of this Agreement and (if such a breach can be remedied) fails to remedy it within 30 days of being notified in writing of the breach.

- 5.3. On termination of this Agreement, Verna shall be entitled to invoice the Client a sum based on work undertaken up to the date of termination, which shall be payable in accordance with clause 3.
- 5.4. On termination of this Agreement, clauses 6, 7, 9 and 10 shall survive and continue to have full force and effect.

6. Confidentiality

- 6.1. Each of the parties undertakes to maintain the confidentiality of information supplied by the other party which has been marked as “confidential” or otherwise clearly designated by the supplying party as confidential.
- 6.2. Neither party shall be in breach of this clause 6 if it discloses the other party’s information in circumstances where such disclosure is required by law, regulation or order of a competent authority, provided that, to the extent practicable and permissible, the other party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

7. Intellectual property

- 7.1. The parties intend that:
 - 7.1.1. The Client shall own all Intellectual Property Rights in the Deliverables developed solely by Verna during the term of this Agreement for the purpose of delivering the Services.
 - 7.1.2. Verna shall retain ownership of all its other Intellectual Property Rights, including but not limited to Intellectual Property Rights developed by Verna prior to the Start Date and/or developed by Verna independently of this Agreement.
- 7.2. In accordance with clause 7.1.1, Verna hereby assigns to the Client all Intellectual Property Rights in the Deliverables developed solely by Verna during the term of this Agreement for the purpose of delivering the Services, absolutely and with full title guarantee.
- 7.3. In accordance with clause 7.1.2, the assignment in clause 7.2 does not include Intellectual Property Rights in the Deliverables developed by Verna prior to the Start Date and/or independently of this Agreement. This includes, but is not limited to, Intellectual Property Rights in the materials listed at Annex B. Verna hereby grants to the Client a royalty-free, perpetual,

non-exclusive licence to use such Intellectual Property Rights solely for internal business purposes.

- 7.4. The Client hereby grants to Verna a royalty-free, non-exclusive licence during the term of this Agreement to use the Intellectual Property Rights granted in clause 7.2 for the purpose of delivering the Services. Verna may sub-license the rights granted to it in this clause 7.4 to the extent required for a sub-contractor to contribute to delivery of the Services.
- 7.5. The Client hereby grants to Verna a royalty-free, perpetual, non-exclusive licence to use the Intellectual Property Rights granted in clause 7.2 solely for the purposes of internal business planning and research and development.
- 7.6. The Client hereby grants to Verna a royalty-free, non-exclusive licence to its Intellectual Property Rights in materials it provides to Verna for the purpose of enabling Verna to deliver the Services, such licence to exist during the term of this Agreement and to the extent required for Verna to deliver the Services. Verna may sub-license the rights granted to it in this clause 7.6 to the extent required for a sub-contractor to contribute to the delivery of the Services.
- 7.7. Verna shall be able, during and after the term of this Agreement, to use any Deliverables which have been broadcast, published, distributed, or otherwise made available to the public, and the Client's name and logo, for the purposes of promoting its work and its business including on Verna's website and in proposals. Any other use by Verna shall be subject to the Client's prior approval.

8. Data protection

- 8.1. For the purposes of these terms, "controller", "data subject" and "personal data" have the meanings given under the Regulation; "processing" has the meaning given under the Regulation (and "process", "processed" and "processes" shall be construed accordingly); and "Regulation" means the General Data Protection Regulation (EU) 2016/679.
- 8.2. To the extent that the Client provides Verna with personal data in connection with this Agreement, the Client agrees that the Client and Verna shall each be independent controllers of the personal data in their own right.
- 8.3. The Client hereby warrants in respect of such personal data that it has the authority and lawful basis to provide the personal data to Verna and that the Client shall comply with all applicable laws in respect of the personal data, including by providing the relevant information to the data subjects as is required by such laws and obtaining such consent as may be required by Verna from time to time to enable Verna to process the personal data in connection with this Agreement (and the Client shall provide Verna with records of such consent promptly upon request).

- 8.4. The Client acknowledges that Verna may process the personal data in order to provide the Services, always in compliance with the Regulation.

9. Liability

- 9.1. Verna's maximum aggregate liability under or in connection with this Agreement, whether arising out of breach of contract, tort, breach of statutory duty, or otherwise, shall be limited to the amount paid or payable by the Client to Verna in the 12 month period preceding any event giving rise to liability. Verna shall not be liable for indirect or consequential loss, loss of profit, or loss of business.
- 9.2. Verna are not qualified financial advisers, and should the Client require financial advice in any matter it shall procure independent financial advice from a qualified third party.

10. General

- 10.1. Verna shall be entitled to sub-contract its performance of the Services provided that any sub-contracting shall not relieve Verna from its obligations to the Client under this Agreement.
- 10.2. This Agreement constitutes the entire agreement between the parties with respect to the performance of the Services. No prior discussions, negotiations, statements, representations whether written or oral, except as recorded in this Agreement shall be binding upon the parties.
- 10.3. If any provision of this Agreement is or becomes illegal or invalid, it shall not affect the legality and validity of the other provisions.
- 10.4. Nothing in this Agreement shall confer any rights to enforce any of its terms on any person who is not a party to it.
- 10.5. A party shall not be in breach of this Agreement, or be liable for any failure or delay in performance of any obligations under this Agreement (except in the case of a failure to pay), where such failure or delay arises or is attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure"), including but not limited to fire, accidental damage, natural disaster, epidemic, war, terrorist attack, riots, failure of machinery, computers or vehicles, industrial action, non-performance by suppliers or subcontractors (excluding companies in the same group as the party seeking to rely on this clause), or interruption or failure of utility service.
- 10.6. The laws of England and Wales shall apply to the interpretation of this Agreement and shall govern its performance, and the parties agree to submit to the exclusive jurisdiction of the English Courts.

Annex A (Definition of Services)

Annex B (Materials containing pre-existing Intellectual Property Rights)

Signed by the authorised representative of Verna:

Name:

Position:

Signature:

Date:

Signed by the authorised representative of the Client:

Name:

Position:

Signature:

Date: