

Our Standard Terms are in line with GCloud 15 Service agreements- this is an example of our standard services agreement.

PROJECT CONSULTANCY SERVICES AGREEMENT

Between

Health Systems Support Ltd (HSS) company number 11242619, incorporated under the law of England with and whose registered office is at 7 Station Road, Chobham Surrey GU24 8AQ (the 'Company')
and

[Name and address of **CLIENT**]

(the "Client").

Project Services:	
Commencement Date:	
Project Fees:	Milestone/ deliverables 1 Payment Due Milestone/ deliverables 2 Payment Due Milestone/ deliverables 3 Payment Due
Expenses	
SITE:	
Anticipated duration/ End Date	
Team	
Special Qualifications, Training or skills required.	

Dated	Dated
Signed	Signed
For and on behalf of the company	For and on behalf of the client

1. Definitions

1.1 “Intellectual Property Rights (IPR)” means any and all patents, patent applications, trade marks, trade mark applications, trade names, registered designs, copyright, database rights or similar intellectual property rights created, developed, subsisting or used in connection with the Project Services (whether in existence at the date hereof or created in the future).

1.2 “Project Services” means any goods, services or advice to be provided by the Company to the Client as detailed in the PROJECT SCHEDULE to this Agreement.

1.3 “Project Fees” means the agreed consideration, to be paid by the Client to the Company for the supply of Project Services, as specified in the PROJECT SCHEDULE to this Agreement.

2. Company’s Undertakings

2.1 In consideration of the payment of the Project Fees by the Client to the Company, the Company undertakes to provide the Project Services subject to the terms and conditions of this Agreement.

2.2 The Company undertakes that it will perform the Project Services to such high level of professional industry standards to be expected at all times, and devote such time, attention, skill and ability to the performance of the Project Services as the Client may require.

2.3 The Company will be responsible for, and exercise its own control over how the Project Services are to be completed, where they are to be performed, and will have complete flexibility as to hours worked (subject to Clause 2.6 below). The Company recognises that the Client has a right to review of the progress of the Project Services, and shall use all reasonable endeavours to discuss and agree with the Client the allocation and execution of the Project Services as necessary.

2.4 The Company shall take all necessary steps to comply with any timetable or other targets for progress or delivery or completion of any task comprised within the Project Services as agreed in writing between the Company and the Client.

2.5 On all occasions that the Company provides the Personnel to work on any Client site from time to time, the Company will ensure that the Personnel will observe Health and Safety regulations and will comply with all reasonable requests made by the Client in relation to data protection, working hours or security.

2.6 In the event of any conflict between the terms and conditions contained in Clauses 1 to 13 herein, and any terms and conditions specified in the Project Schedule, the terms contained within the Project Schedule shall take precedence.

3. Changes in Order/ Project milestones

3.1 Due to the nature of the work to be performed by the Company, both parties accept that it may be necessary to agree to alter or adapt the Project Services All changes in the order or project milestones must be agreed in writing by both parties. In the event that additional

works required may not be included in the Project Fees it is accepted that the charge schedule may be altered. The Company is not obliged to perform any additional Project Services unless this is the subject of an agreed Change Order.

3.2 Change Orders may be effective in any writing format agreed between the Client and the Company

4. Duration and Termination

4.1 This Agreement shall commence from the Commencement Date specified in the Project Schedule and shall remain in force until the completion of the Project Services.

4.2 Either party may terminate this Agreement with immediate effect by giving written notice to the other party in the event that:

4.2.1 The other party is in breach of this Agreement and fails to remedy such breach (where capable of remedy) within 14 (fourteen) days after being required in writing to do so.

4.2.2 The other party goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

4.3 In the event that (in the Client's reasonable opinion) the services of the Company's Personnel are unsatisfactory or if the Client deems that the Personnel's behaviour, attitude or demeanour is unsuitable or prejudicial to the interests of the Client during the term of this Agreement, the Client may terminate this Agreement forthwith.

4.4 Either party shall be entitled to terminate this Agreement without cause by providing to the other party not less than 3 calendar month's notice in writing.

4.5 Termination of this agreement under any of the provisions hereof shall be without prejudice to the rights of the parties' hereto arising prior, or as a result of, such termination.

5. Payments and Invoicing

5.1 The Company shall submit invoices from time to time in respect of the Project Services as set down in the Project Fees section of the PROJECT SCHEDULE. Interim payments shall only become due upon the achievement of certain pre-agreed milestones within the Project Services scope, with the balance payable upon completion of the Project Services.

5.1.1 The Company shall be entitled to submit an invoice for milestone payments provided that: (i) such milestone payment is provided for in the Project Fees section of the PROJECT SCHEDULE; and (ii) the Client has provided its written acceptance (either in physical or digital form) that the necessary requirements of the Project Services have been met in order to render the milestone payment due and payable.

5.1.2 The Company shall be entitled to submit its final invoice upon completion of the Project Services. Such invoice must be supported by written confirmation (either in physical or digital form) of final acceptance of the Project Services by the Client.

5.1.3 It is understood and accepted by the Client that written confirmation of acceptance of the achievement by the Company of Project Services milestones and final completion represents full and final acceptance, which may not be withdrawn, and authorises the Company to submit its invoice for payment. The Client shall not unreasonably withhold or

delay such written confirmation of acceptance. Following acceptance, any subsequent dissatisfaction with the work product should be promptly notified to the Company and is covered by clause 10.2 below.

5.2 The Client shall settle all invoices within 20 days of the date of the Company's invoice. In the event of non-payment of the Company's invoices within such time frame, or in the event of any unreasonable withholding or delay of written confirmation of acceptance of milestones achieved to enable milestone payments to be made, the Company shall be entitled to temporarily suspend provision of the Project Services, until such time that the relevant invoice has been settled by the Client, or written confirmation duly received from the Client. 5.3 The Client will make payments using bank transfer. The Company shall ensure that the relevant banking details have been advised to the Client as soon as possible, and in any event prior to the date of the first scheduled payment.

5.5 All sums payable by the Client to the Company hereunder (i) shall be exclusive of Value Added Tax which shall be charged by the Company (where applicable) in addition at the rate in effect on the date of the invoice.

5.6 The Client shall only reimburse expenses reasonably incurred by the Company in the course of performing the Project Services if such claim is supported by all valid receipts and documentation, together with prior authorisation from the Client authorising the Company to incur those expenses. All expenses claims must be invoiced separately to claims for Project Services performed.

5.8 The Company shall be entitled to charge interest and charges on all overdue accounts as set down in the Late Payment of Commercial Debts (Interest) Act 1998.

6. Substitution Personnel

6.1 The Company shall initially provide the Personnel designated in the PROJECT SCHEDULE to perform the Project Services.

6.2 The Company may send a substitute or delegate to perform part or all of the Project Services as necessary to complete deliverables.

6.3 Such written agreement of Client shall not be unreasonably withheld or delayed by the Client, and in any event can only be withheld on one of the following bases:

7. Confidentiality

7.1 Both parties will take all necessary steps to ensure that any documents or other materials or data, or other information which are supplied to the other party for the provision of the Project Services and are either clearly marked as confidential or are clearly confidential from the surrounding circumstances, remain confidential to the disclosing party. Such information will only be made available by the parties to those personnel who have a reasonable need to know of it and the documents or other materials and data or other information or copies thereof will not be made available to any third parties.

7.2 This Clause 7 shall not apply to any documents or other materials and data or other information which are already in the public domain at the time when they are provided by the disclosing party, and shall cease to apply where either party is required by law to make a disclosure, or if at any time the information becomes public knowledge through no fault of the other party.

7.3 Both parties undertake that any information, which is received from the other party in the provision of the Project Services, will be used solely for the purposes of this Agreement.

7.4 The Company shall, and shall procure that the Project team shall, if required to do so by the Client, sign any undertakings to the Client in respect of the Client's confidentiality requirements.

7.5 These obligations of confidentiality will remain in force beyond the cessation or other termination of this Agreement.

8. Intellectual Property

8.1 All Intellectual Property Rights (IPR) created in materials generated by the Company during the course of the Project Services shall remain the property of the Company until such point that payment is made to the Company in respect of the materials generated during the relevant phase of the Project Services, at which point full IPR ownership passes to the Client. 8.2 The Company warrants to the Client that no documents or other material and data or other information and devices or processes will be provided by the Company for use in the Project Services which infringe any third party intellectual property rights.

8.3 The Company undertakes to indemnify (without limitation) the Client against all loss and damage sustained or incurred as a result of the Company's breach of the warranty contained in Clause 8.2 above.

9. Relationship of the Parties

9.1 Both parties intend and agree that the legal relationship created by this Agreement is one of the provision of freelance independent specialist services. The Company shall not be entitled to any payments under this Agreement in respect of holiday pay, sick pay or any other employee benefits. Under no circumstances shall the Company, nor any of its personnel or agents, represent themselves or hold themselves out as a servants or employees of Client.

9.2 Without limitation to the foregoing, the Company hereby undertakes to indemnify the Client against:

- any and all costs and expenses that Client may incur arising out of or in connection with any claim made by the Company's Personnel (or any substitute or delegate provided in accordance with Clause 6) that they are employed by the Client and entitled to employment rights accordingly.
- any income tax or primary National Insurance Contributions, including any interest penalties or costs incurred in connection with the Company or the Company's personnel which may at any time be levied or demanded, or assessed on Client by HMRC or other statutory authority in connection with this Agreement

9.3 At the termination or cessation of this Agreement, the Client shall be under no obligation whatsoever to offer further work to the Company and the Company shall be under no obligation whatsoever to accept any further work, if offered.

9.4 The Client understands and accepts that the Company is entitled to seek, apply for and accept contracts to supply goods and services to other parties at any time, whether before, during or after the currency of this Agreement.

10. Business Benefit/Risk

10.1 The Company will be entitled to the Project Fees upon completion of the Project Services (subject to any milestone payment schedules or provisions specified in the PROJECT SCHEDULE), notwithstanding that completion may occur at an earlier time than originally envisaged by the parties.

10.2 Defective work by the Company, or any of its personnel, agents, substitutes, delegates, employees or hired assistance shall be promptly corrected by the Company to the Client's satisfaction at the Company's own cost.

10.3 Where any of the Project Services have not been completed to any scheduled date as provided in the PROJECT SCHEDULE, the Company shall use all reasonable endeavours to complete the Project Services as soon as reasonably possible. The Company shall not be entitled to any increase in the Project Fees as a result of extra time spent to complete Project Services, except by means of the Change Order procedure.

11. Indemnity and Insurance

11.1 Subject to Clauses 11.3 and 11.4 below, the Company shall indemnify the Client against all claims, costs, damages, loss or liability arising directly from the performance or non-performance by the Company of its obligations hereunder, or from any breach of the terms of this Agreement, or from any negligent or unlawful act or omission of the Company relating to the performance of the Project Services.

11.2 The Company will indemnify the Client from and against any liability to which the Client may be or become subject as a result of any Company personnel or other individual(s) who from time to time provide services hereunder being deemed to be the employee(s) or worker(s) of the Client (or subject to the PAYE Regulations or National Insurance) or otherwise entitled to any rights or benefits that employees or workers enjoy.

11.3 With the exception of any loss or damage sustained or incurred by the Client in respect of (a) death or personal injury caused by the Company's negligence; or (b) fraud on the part of the Company, the Company's liability hereunder shall be limited in aggregate to the sum of £250,000.

11.4 Under no circumstances shall the Company be liable hereunder for any of the following categories of loss or damage: loss of profit, loss of revenue, loss of business, loss of contract, loss of goodwill, loss of anticipated savings, or for any category of consequential, special or indirect loss, howsoever incurred.

11.5 The Company shall insure with a reputable insurance company against all loss or damage arising under Clause 11.1 above. Such insurance cover shall include employees' liability, public liability and professional negligence. The Client reserves the right to see proof of such insurance cover upon request.

12. Non-solicitation

12.1 During the currency of this Agreement and for a period of 6 (six) months thereafter, both parties undertake not to induce or attempt to induce any personnel, agent or employee of the other party, with whom they have come into contact as a result of this Agreement, to leave the other party's employment. Breach of this provision shall render the

party in breach to make a payment to the innocent party of a sum equivalent to 30% of the gross annual remuneration of the person induced/solicited.

13. General

13.1 The terms of this Agreement represent the entire agreement between the parties, and supersede any previous contractual documents, representations or agreements whether in writing or otherwise.

13.2 Should either party fail or delay to exercise any right or remedy, or part of a right or remedy under this Agreement, it will not waive that right or remedy or the further exercise of that right or remedy, or the exercise of any other right or remedy, against the other party.

13.3 If any restriction or other provision of this Agreement is declared by any Court to be unenforceable, such part shall be severed from the Agreement and the remaining parts of the Agreement shall remain in full force and effect.

13.4 The Agreement may be suspended or terminated forthwith if either party is unable to commence, continue or completely perform its obligations hereunder by reason whether in the United Kingdom or elsewhere, of force majeure including, without limitation, fire, flood, aircraft damage, explosion, electrical failure, strikes, lock-outs, riots, civil commotion or state of national emergency, Government action or any cause whatsoever (whether or not of a similar nature to the foregoing) which is not within that party's control, provided that notice is promptly given to the other party of suspension or termination and stating the event relied upon.

13.5 No variation of the terms of this Agreement shall be valid unless in writing and signed by both a Director or legal representative of the Client and a Director or legal representative of the Company.

13.6 Except as specifically provided by the clauses herein, this Agreement does not create any right or benefit enforceable by any third party.

13.7 Any notice required to be given hereunder shall be sent by e-mail to the nominated client contact 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.

13.8 The Company warrants that any Personnel (including substitute Personnel) supplied under this Agreement have entitlement to live and work in the United Kingdom or such country in which the Project Services are performed, and shall produce proof of such entitlement upon Client's reasonable request.

13.9 This Agreement shall be governed and construed in accordance with English Law. Both parties agree that the Courts of England and Wales are to have exclusive jurisdiction.