

Standard Terms & Conditions



THIS AGREEMENT is between Doza Consulting Limited of, Platform, New Station Street, Leeds, LS1 4JB, a company registered in England and Wales and whose registered number is 14759116 (**'Doza Consulting'**) and the individual, partnership, organisation or company purchasing Goods and/or Services from Doza Consulting as identified in the Work Statement (**the 'Client'**) the Client wishes to obtain and Doza Consulting is willing to provide software, consultancy or other commercial services as may from time to time be agreed by the parties on the terms and conditions below (**the 'Standard Terms'**)

The Supplier and the Client are referred to herein individually as a "Party" and collectively as the "Parties".

1. Scope of Services:

Doza Consulting will provide software consulting services to the Client according to the terms outlined in individual project agreements to be executed separately.

2. Payment and Payment Terms:

Doza Consulting's services will be invoiced based on daily rates. Invoices will be issued at the end of every month and are due within 30 days from the date of the invoice.

3. Confidentiality:

- 3.1. Each Party undertakes that, except as provided by clause 3.2 or as authorised in writing by the other Party, it shall, at all times:
 - 3.1.1. keep confidential all Confidential Information;
 - 3.1.2. not disclose any Confidential Information to any other person;
 - 3.1.3. not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 3.1.4. not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 3.1.5. ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of this clause 3.1.1.
- 3.2. Doza Consulting may:
 - disclose any Confidential Information to:
 - (a) any approved subcontractor or supplier of that Party;
 - (b) any governmental or other authority or regulatory body, where required by law; or
 - (c) any employee or officer of that Party;

to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body

as is mentioned in clause (b) above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

- 3.2.1. use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

- 3.3. The provisions of this clause 3 shall continue in force, notwithstanding termination.

4. Intellectual Property:

- 4.1. Unless expressly set out in the Agreement or any Project Schedule, neither Party shall have any claim or interest in the other Party's Intellectual Property Rights.
- 4.2. As between the Supplier and the Client, the Client shall, subject to any Supplier Rights, be the sole owner of all Intellectual Property Rights in the Deliverables from the date of creation of the Deliverables. The Supplier shall use its best endeavours to ensure that Deliverables do not incorporate any Supplier Rights and it shall notify the Client in writing of any Supplier Rights in the Deliverables at the earliest reasonable opportunity.
- 4.3. Subject to the provisions of clause 4.2, the Supplier hereby assigns to the Client absolutely with full title guarantee all its right, title and interest in and to the Deliverables ("Assigned Rights"), including:
 - 4.3.1. the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents, Registered Designs and Trade Marks; and
 - 4.3.2. the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this assignment.
- 4.4. To the extent that a Deliverable incorporates Supplier Rights, the Supplier hereby grants to the Client the non-exclusive, royalty-free and perpetual right to use the relevant Supplier Rights in the Deliverables in any medium and for any commercial purpose without any additional payment to be made to the Supplier unless otherwise stated in the Project Schedule.
- 4.5. The Supplier hereby indemnifies and holds harmless the Client against all actions, claims, losses, costs, damages and expenses (including without limitation, all reasonable and actually incurred legal fees, costs or expenses and any compensation, costs or disbursements paid by the Client to compromise or settle any action or claim) suffered or incurred by the Client and arising by reason of or in connection with a claim by a third

party that the use of the Deliverables by the Client or by the Client's customers is a breach of that third party's Intellectual Property Rights.

5. Term and Termination:

This Agreement shall take effect on the Effective Date and shall continue to be in force until terminated by either party with at least a 30 day notice in writing beforehand.

6. Governing Law:

The Supplier shall at all times comply with all applicable UK laws, regulations and governmental requirements, including without limitation national and international laws governing export and import control and ethical business practices.

7. Dispute Resolution:

7.1. If a dispute arises under this agreement (Dispute), including any Dispute arising out of any amount due to a Party, then before bringing any suit, action or proceeding in connection with such Dispute, a Party must first give written notice of the dispute to the other Party describing the Dispute and requesting that it is resolved under this dispute resolution process (Dispute Notice).

7.2. If the Parties are unable to resolve the Dispute within 30 days of delivery of the Dispute Notice, then each party will promptly (but no later than five Business Days thereafter):

7.2.1. appoint a designated representative who has sufficient authority to settle the Dispute and who is at a higher management level than the person with direct responsibility for the administration of this Agreement (Designated Representative); and

7.2.2. notify the other Party in writing of the name and contact information of such Designated Representative. If the parties are unable to resolve the Dispute within 30 days after the appointment of both Designated Representatives, then either Party may refer the matter for mediation by the Centre for Dispute Resolution (CEDR) or a similar body for mediation, whose decision shall be binding on the Parties. Notwithstanding the foregoing, either party may seek interim or other equitable relief necessary (including an injunction) to prevent irreparable harm.

8. Amendments:

Amendments to this Agreement may be made, provided that both parties agree in writing.

9. Notices:

Official notices under this Agreement may be delivered in person or via email to the following addresses:

For Doza Consulting: public-sector@doza.consulting

For the Client: [insert email address]

10. Signatures:

This Agreement shall be signed by the authorised representatives of each party:

Signed for Doza Consulting Ltd: _____

Name: _____

Title: _____

Date: _____

Signed for the Client: _____

Name: _____

Title: _____

Date: _____