



Agreement for the Provision of Consultancy Services

BETWEEN

[Client]

AND

Scopism Limited

THIS AGREEMENT is made on the [date]

BETWEEN:

[Client name, address, registration number] ("Customer")

AND

Scopism Limited of Triune Court, Monks Cross Drive, York, YO32 9GZ, United Kingdom (Company number: 10104266) ("Scopism");

together the "Parties".

WHEREAS

- (A) Scopism has expertise in the area of providing virtual consultancy services and Customer wishes to use Scopism for the provision of virtual consultancy services;

IT IS AGREED as follows

1. The Services

- 1.1 Scopism shall provide the services as described in the Work Order for the relevant project ('the Service(s)') in the form specified in Annex 1 to this Agreement.
- 1.2 Scopism will provide the Services during the working hours and time period specified in the relevant Work Order.
- 1.3 The other party's written consent is required where, for the successful performance of the Service, either party believes it is necessary for the Service to be performed during hours additional to those specified.

2. Scopism Personnel

Scopism reserves the right to determine which personnel will be assigned to any part of the Service, and to replace or re-assign such personnel during the provision of the Service (subject to Scopism ensuring a comprehensive handover to ensure there is no disruption in Service provision) and to subcontract to third parties any part of the Service (subject to Scopism ensuring that a contract with terms and conditions at least as onerous as those set out in this Agreement is entered into between Scopism and its

subcontractor prior to Service commencement). The Customer will have the right to refuse a change of personnel or to request the services of a specific, named consultant.

3. Customer's Responsibilities

- 3.1 Where the performance of the Services requires the participation of the Customer's staff, appropriately experienced and qualified staff shall be made available by the Customer as reasonably necessary.
- 3.2 Where Scopism's staff or subcontractors are working under the supervision of and at the direction of the Customer, the Customer shall be responsible for the nature of the work performed but not for the outcome of same.
- 3.3 The Customer shall be responsible for decisions it makes based upon the outcome of the Services once the Service delivery is completed.
- 3.4 The Customer will at its own expense provide where necessary reasonable access for Scopism to its premises, facilities, information, documents, software, systems and communication facilities including heating and lighting and use of telephones and printers.
- 3.5 The Customer will, where reasonably requested by Scopism, supply data and requirements specifications and the like necessary for Scopism to perform the Service and the Customer warrants that such data and specifications meet the Customer's business needs and can be relied on by Scopism.
- 3.6 The Customer shall prior to the commencement of the Service notify Scopism in writing of any rules and regulations relating to the Customer's premises, personnel and/or data safety and security, which Scopism, its employees, agents and subcontractors are obliged to comply with whilst carrying out the Service or on the Customer's premises. The Customer warrants that such rules and regulations are reasonable and will not restrict or delay Scopism in its performance of the Service. The Customer shall use all reasonable endeavours to ensure the health and safety of Scopism's staff and its subcontractors while they are on the Customer's premises.

4. Scopism Responsibilities

- 4.1 Scopism will carry out the Service using all reasonable skill and care. In the event that the Customer provides written evidence to Scopism that Scopism has not performed the Service to this standard, Scopism will promptly re-perform any defective Service at Scopism's expense.
- 4.2 Unless otherwise agreed, Scopism will document the Services, and deliver one copy to the Customer upon completion of the Services.

- 4.3 Scopism will provide reports to the Customer detailing time spent and work carried out on a [weekly/two-weekly/monthly] basis, as agreed in the Work Order.

5. Charges

- 5.1 Scopism will charge the Customer the agreed price as set out in the relevant section of the Work Order. Such charges are due and payable within 30 days from the date of invoice.
- 5.2 In addition to the charges payable in accordance with clause 5.1, the Customer will reimburse Scopism in respect of all direct expenses incurred by Scopism in carrying out the Service subject to (i) prior written approval by the Customer of all single expense amounts in excess of Fifty Pounds Sterling (£50) which Scopism intends to incur and (ii) provision of documentary evidence of all expenses incurred. Expenses are subject to a cap of no more than Five Thousand Pounds Sterling (£5,000) over the term of the Agreement.
- 5.3 All prices are exclusive of Value Added Tax which will be charged at the rate ruling at the tax point.
- 5.4 Interest is payable at a rate of 1.5% per month or part thereof, after as well as before judgement, on valid invoices not fully paid when due.

6. Warranty

Scopism warrants that it shall provide the Services with reasonable skill, care and diligence judged by the standards of a market leader in the provision of services akin to the Services and in accordance with industry best practice.

7. Force Majeure

Scopism shall not be liable for any delay or for the consequences of any delay in performing any of its obligations under the Agreement if such delay is due to any industrial dispute or any cause whatsoever beyond its reasonable control, and shall be entitled to a reasonable extension of time for performing such obligation.

8. Intellectual Property Rights

- 8.1. Title to all intellectual property rights in all pre-existing equipment, software and documentation supplied by Scopism remain vested in Scopism or the owner thereof unless specifically agreed otherwise in the relevant Work Order.
- 8.2. Title to all intellectual property rights in all pre-existing equipment, software and documentation supplied by Customer to Scopism for the purposes of carrying out the Services remain vested in Customer.
- 8.3. All results, proceeds and deliverables created whilst performing the Services, at any time during the term of this Agreement, shall automatically vest in and belong to the Customer. The materials shall be delivered to the Customer when no longer required or at any time upon the request of Customer but in any event upon completion of the Services.
- 8.4. Scopism will either defend or settle, in its discretion and at its expense, any third party action brought against Customer to the extent that it is based on a claim that the results and proceeds of the Services, when used as authorized in this Agreement, infringes any duly issued patent or copyright. In such event, Scopism will pay all damages, reasonable attorneys' fees and costs finally awarded by a court of competent jurisdiction against Customer, directly arising from such third party action. Scopism's obligations hereunder are conditioned on Customer: (i) promptly notifying Scopism of the claim in writing and furnishing a copy of each communication, notice or other action relating to the alleged infringement; (ii) providing Scopism with sole authority and control of the defence of the claim and all related settlement negotiations; and (iii) providing Scopism with all information and assistance, at Scopism's expense, necessary for Scopism to defend or settle such claim.

9. Health and Safety

In the interests of health and safety the Customer will, where necessary, ensure that it provides a safe working environment for Scopism employees and contractors and that whilst on the Customer's premises Scopism employees work in the presence of the Customer's personnel at all times.

10. Exclusion and Limitation of Liabilities

- 10.1 Neither the Customer nor Scopism excludes or limits liability to the other for (a) death or personal injury caused by its negligence or, (b) any breach of any obligations under Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 or (c) any fraudulently made statement or representation.
- 10.2 Subject to clause 10.1 the liability of either party to the other in any circumstances, whether in contract or tort or otherwise shall be subject to the financial limits set out in this clause 10.

- 10.3 The liability of either party for all defaults in respect of any direct loss of or damage to the tangible property of the other shall in no event exceed £1,000,000 (one million pounds) per incident or series of incidents related to a common cause.
- 10.4 The aggregate liability of either party for all losses, damages, costs or expense arising out of or in connection with defaults other than a default governed by clause 10.3 above shall in no event exceed the greater of £110,000 (one hundred and ten thousand pounds) or 125% of the total charges paid and payable under the relevant Work Order to which the liability relates.
- 10.5 Subject to clause 10.1 neither party nor its directors, employees and contractors shall be liable to the other party in any circumstances whether in contract, tort or otherwise for any loss of goodwill, use, revenue, profit, production, anticipated savings, business, reputation or any type of indirect or consequential loss, damage, injury or expense.
- 10.6 The Customer and Scopism expressly agree that should any limitation or provision contained in this clause 10 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed to be omitted but if any party becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out in this Agreement.
- 10.7 The directors, employees and contractors of either Party or any licensor of Software may rely on the terms of clause 9 and the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 10.8 Except as provided for in clause 10.7 above, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 10.9 These terms and conditions state both party's total liability whether in contract, tort or otherwise in respect of its obligations and liabilities under these terms and conditions and are in lieu of and exclude any conditions and warranties implied by statute law or otherwise insofar as the law allows.

11. Confidentiality

- 11.1 Both Scopism and the Customer (together "the parties") shall treat as confidential any information ("Confidential Information") made available to the other in relation to this Agreement and shall not disclose the same or any particulars thereof to any third party without the other's prior written consent.
- 11.2 The party to whom Confidential Information has been disclosed shall disclose the same only to those of its employees or subcontractors who are directly involved or engaged for the purposes of the Agreement and who need to know the same and will ensure that such employees or subcontractors are aware of and comply with these obligations of confidentiality.

- 11.3 “Confidential Information” shall include without limitation software and associated documentation, operating manuals, specifications and any information or knowledge which relates to the business or trade secrets of either party whether communicated orally or by electronic media or in writing to the other party.
- 11.4 The obligations of confidentiality contained herein shall however not apply to information which :
- has come within the public domain otherwise than by breach of this Section or by breach of any agreement between the parties, or
 - has been obtained from a third party who is free to divulge the same; or
 - is currently in either party’s lawful possession; or
 - is required to be disclosed by law

12. Assignment

The Customer may not assign this Agreement to any third party without Scopism’s prior written consent.

13. Termination

13.1 This Agreement shall be deemed effective from the date of signature hereof and shall continue in force until terminated prematurely by any of the following events:

- i) In the event that either party should cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or any of its assets or avail itself of or become subject to, any insolvency or the protection of rights of creditors, the other party may terminate this Agreement immediately, but without prejudice to the exercise of any other rights; or remedies available, and any property of either party, real, personal or intellectual, shall be immediately returned.
- ii) In the event that a Party commits any substantial breach of this Agreement and fails to remedy the same after 14 days’ notice in writing from the other Party. In any such event and without prejudice to any other rights and remedies, the other Party, by giving seven days written notice to the breaching Party, may terminate the Agreement..

14. Solicitation of Staff

Each party agrees during the term of the Service and for six months thereafter not directly to solicit any of the staff of the other party at any time engaged directly in pursuance of the Service without the prior written consent of the other party.

15. Governing Law

The construction, validity and performance of the Agreement shall be governed by the law of England, and the exclusive jurisdiction of the English Courts.

16. Entire Agreement

These terms and conditions set out the entire agreement and understanding between the parties with respect to the subject matter of the Agreement and supersede all prior discussion between the parties or their agents and all conditions, warranties, guarantees, representations (other than in the case of fraudulent representations or fundamental representations made by either party), proposals, communications and understandings (whether oral or in writing) with respect to the subject matter hereof (whether given or made before or after the date hereof) other than a modification (in writing) expressed to be an amendment to these terms and conditions and signed by an authorised officer of the Customer and by an authorised officer of Scopism.

17. General

- 17.1 The headings to the clauses in these terms and conditions are inserted for convenience only and shall be ignored when considering the terms of the Agreement.
- 17.2 If for any reason any clause(s), subclause(s) or provision(s) of this Agreement shall be held to be invalid or unenforceable, the parties agree that, where reasonably possible, such clause(s), sub-clause(s) or provision(s) shall be amended to the minimum level to comply with the law but that the remaining clauses, sub clauses and provisions shall continue to have full force and effect and be binding on the parties.
- 17.3 Where the Customer is more than one person the obligations of the Customer will be binding on each person separately and on all persons jointly.
- 17.4 Scopism shall be deemed to be an independent contractor in the performance of this Agreement or any applicable Order, and shall not be considered to be an agent, joint venture or partner of Customer. All persons furnished, used,

retained or hired by or on behalf of Scopism shall be considered to be solely the employees or agents of Scopism, and Scopism at all times shall maintain such supervision and control over its employees and agents as is necessary to preserve its independent contractor status. Scopism shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees and agents, as applicable, including any related assessments or contributions required by law.

- 17.5 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

FOR AND ON BEHALF OF Scopism: FOR AND ON BEHALF OF Customer

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date:

ANNEX 1

Work Order Template

The Parties shall use the template below for the description of Services and Charges relevant to the project.

[Purchase Order number:]

Work Order reference:

BETWEEN:

The Supplier: Scopism Limited,
Triune Court, Monks Cross Drive, York, YO32 9GZ, United Kingdom (Company
number: 10104266) ("Scopism");

AND:

The Customer: **[Customer]**

Project Title:

Project Description:

Project Scope:

Assumptions (where necessary)

The following assumptions have been made in planning and estimating the assessments and subsequent activity:

The following dependencies have been identified in planning and estimating the assessments and subsequent activity:

Project Timetable

Acceptance, Review and Reporting Procedures

Location

Standard Working Hours and Time zone

Special Conditions

-

Scopism hereby agrees to provide the Services in accordance with the Agreement for Provision of Consultancy Services between the Customer and the Scopism dated [date].

Agreed and signed:

For and on behalf of Scopism:

For and on behalf of Customer:

Signature:

Signature

Name:

Name:

Title:

Title:

Date:

Date: