

**Agreement to Supply Consultancy and  
Minor Services**

DATED: .....

BETWEEN:

(A) **WEAVER INFORMATION SERVICES (EUROPE) LIMITED t/a WISE.CO.UK a company incorporated under the laws of England and having its registered office at 11 Watton Road, Knebworth, Hertfordshire SG3 6AH (hereinafter referred to as "WISE").**

**AND**

(B) .....  
(hereinafter referred to as "the Client").

IT IS HEREBY AGREED as follows:

**1. ENGAGEMENT**

1.1 The Client engages WISE to provide the Consultancy Services (as defined in Schedule1) and WISE agrees to provide such services by Consulting Employee(s) as identified in Schedule 1 upon the terms and conditions set out herein.

**2. DURATION**

2.1 WISE shall provide the Consultancy Services between the dates specified in Schedule 1 subject to prior termination pursuant to Clause 7 hereof.

**3. OBLIGATION OF WISE**

3.1 WISE shall provide the Consultancy Services by the Consulting Employee(s) and shall have the right to substitute any other party with the prior written approval of the Client.

3.2 WISE shall provide the Consultancy Services at such locations as the Client may require as defined in Schedule 1.

3.3 WISE shall, and shall procure that all persons carrying out WISE's obligations hereunder shall at all times during the period of this Agreement:

3.3.1 perform all obligations with reasonable skill, care, competence and probity and in accordance with the instructions of the Client;

3.3.2 devote such time, skill and resources as are necessary for the proper performance of the services.

3.4 If required, WISE (or the Client) will provide time-sheets for each Consulting Employee, which will be checked by the Client, countersigned by the Client and duplicate time-sheets retained.

3.5 The Consulting Employee(s) may not work more than 8 chargeable hours on any working day without the prior approval of the Client in writing.

## **4. CONFIDENTIAL INFORMATION**

- 4.1 WISE agrees to treat as secret and confidential any information relating to the Client's technical processes, business affairs or finances, and not to disclose any such information to a third party unless by prior agreement with the Client or Client's members.
- 4.2 WISE shall ensure that the Consulting Employee(s) providing the Consultancy Services to the Client in terms of this Agreement shall be subject to the provisions of Clause 4.
- 4.3 The obligations of the parties under this Clause 4 shall survive the expiry or the termination of this Agreement for whatever reason.

## **5. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

- 5.1 WISE agrees to assign to the Client all right title and interest in all information, data, reports, documents and generally all items of work produced by WISE during the course of the provision of the Consultancy Services, together with any other intellectual property rights arising out of the provision of the Consultancy Services.
- 5.2 WISE assigns to the Client by way of future assignment of copyright the copyright subsisting in all information, data, reports, documents and generally all items of work produced by or for WISE during the course of the provision of the Consultancy Services.

## **6. PAYMENT**

- 6.1 In consideration of the provision of the Consultancy Services, the Client shall pay to WISE the sums specified in Schedule 1 (which sums are shown exclusive of VAT) plus VAT at the then prevailing rate.
- 6.2 All payments to WISE will be made against WISE invoices which shall be presented at the end of each calendar month in respect of time worked in that month or at periods as specified in Schedule 1. The Client shall make payment within fifteen (15) days following receipt of the invoice. No payment will be made for any periods of sickness or holiday taken by the Consulting Employee(s).
- 6.3 When required, WISE invoices shall contain details of the total number of hours worked in the calendar month and be accompanied by the time-sheets signed in accordance with Clause 3.4.

## **7. TERMINATION**

- 7.1 Either party may terminate this Agreement at any time by giving one calendar month's written notice to the other party.
- 7.2 Either party may terminate this Agreement if:
  - 7.2.1 the other ceases or threatens to cease to trade;
  - 7.2.2 the other makes an assignment for the benefit of, or a composition with, its creditors or another arrangement of similar import;
  - 7.2.3 a receiver, administrative receiver, administrator or similar officer is appointed to the other or over all or any part of its assets or undertaking;
  - 7.2.4 the other shall go into liquidation;
  - 7.2.5 the other is in breach of any of its material obligations hereunder and, if such breach is capable of remedy, has failed to remedy such breach within 20 (twenty) Working Days of receipt of notice to the effect that it is in breach and the breach must be remedied. If the breach is incapable of remedy, the non-breaching party may terminate this Agreement forthwith by written notice.

- 7.3 The Client may terminate this agreement if WISE or the Consulting Employee(s) shall have been prevented by illness, injury or otherwise from providing the Consultancy Services for a continuous period of twenty (20) working days at any time.
- 7.4 Termination of this Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages against the other and all provisions which are expressed to survive this Agreement shall remain in force and in effect.

## **8. ASSIGNMENT**

- 8.1 Other than as provided herein neither party shall assign, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other.

## **9. SEVERABILITY**

- 9.1 If any Clause, provision or term of this Agreement is held or found to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the legality, validity or enforceability of any other Clause or term of this Agreement.

## **10. ENTIRE AGREEMENT WAIVER**

- 10.1 This Agreement embodies and sets forth the entire Agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement.
- 10.2 No failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be.

## **11. NOTICES**

- 11.1 Any notice or other document to be given under this Agreement shall be in writing and shall be served by sending the same by registered post, telex, facsimile or recorded delivery to the last known address of the other party. Such notice shall be deemed to be effective five (5) days after posting and any receipt issued by the postal authorities shall be conclusive proof of the fact and date of posting of any such notice. When a notice is served by telex or facsimile it shall be deemed to be effective the day after transmission.

## **12. INSURANCE**

- 12.1 WISE shall indemnify the Client against any liability, claim, loss, damage or expense incurred or suffered by the Client as a result of any breach by WISE of any of the terms of this Agreement. The indemnity shall, without prejudice to the generality of the term, extend to cover all reasonably incurred legal costs or other costs of professional advice. The liability of WISE in these respects shall not exceed the sum of five hundred thousand pounds sterling (£500,000).
- 12.2 WISE shall further indemnify the Client against any loss or damage to property arising from any act or omission by WISE in connection with the provision of services under this Agreement. The liability of WISE for loss or damage to any tangible property, whether or not belonging to the Client, in respect of any one act or default shall not exceed the sum of one million pounds sterling (£1,000,000).

**13. FORCE MAJEURE**

13.1 Neither party shall be under any liability to the other party for any delay or failure to perform any obligation hereunder (except a failure to pay) if the same is wholly or partly caused directly by circumstances beyond its reasonable control.

**14. HEADINGS**

14.1 The condition headings in this Agreement are inserted for ease of reference only and shall not affect the interpretation of the Agreement.

**15. CHOICE OF LAW**

This Agreement is subject to English Law.

For and on behalf of WEAVER INFORMATION SERVICES (EUROPE) LIMITED

Signed by: .....

Name: .....

Title: .....

Date: .....

For and on behalf of

Signed by: .....

Name: .....

Title: .....

Date: .....

## SCHEDULE 1

### Job Specification and Description

### Consulting Employee(s)

### Sums Payable

### Hours and Place of work

### Duration of Contract