Palladium
MAKE IT POSSIBLE

Services Agreement

Services Agreement Cover Sheet

Company Name (“Company”)	Click here to enter text.
Address	Click here to enter text.
Phone	Click here to enter text.
Company Representative Name and Title	Click here to enter text.
Company Representative Phone/Email	Click here to enter text.
Contractor Name (“Contractor”)	Click here to enter text.
Contractor/Vendor ID	Click here to enter text.
Address	Click here to enter text.
Phone	Click here to enter text.
Contractor Representative Name and Title	Click here to enter text.
Contractor Representative Phone/Email	Click here to enter text.
Project Name (“Project”) *(if applicable)*	Click here to enter text.
Client Name (“Client”) (*If applicable*)	Click here to enter text.
Head Contract Date (*If applicable*)	Click here to enter a date.
Effective Date (“Effective Date”)	Click here to enter a date.
Term of Agreement (“Term”)	Start: Click here to enter a date. End: Click here to enter a date.
Jurisdiction (“Jurisdiction”)	Click here to enter text.
Agreement Currency (“Agreement Currency”)	Click here to enter text.
Total Contract Sum - *The total sum to be paid to the Contractor for the Services shall not exceed this amount inclusive of all taxes. The total sum includes any reimbursable expenses.*	Click here to enter text.
Reimbursable Expenses (if any)	Click here to enter text.
Payment by	Choose an item.
Professional Indemnity Insurance Amount	Level of PI Cover Required: *Note: Range of figures refers to Total Contract Sum* ☐ None ☐ 0 – 10,000: 100,000 or 10x contract sum ☐ 10,001 – 25,000: 200,000 or 10x contract sum ☐ 25,001 – 100,000: 500,000 or 5x contract sum ☐ 100,001 – 250,000: 1,000,000 or 5x contract sum ☐ 250,001 – 500,000: 2,000,000 or 4x contract sum ☐ 500,000 – 1,500,000: 4,000,000 or 3x contract sum ☐ Over 1,500,000 – Must contact Contracts and Compliance for approval

This Agreement is governed by the laws of the Jurisdiction and the Parties submit to the jurisdiction of the courts of such country. The attached Cover Sheet, Terms and Conditions, and all Annexes and any additional documents referenced will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement is hereby superseded.

Signed for the Company:		Signed for the Contractor:	
Name:	Click here to enter text.	Name:	Click here to enter text.
Title/Role:	Click here to enter text.	Title/Role:	Click here to enter text.
Date:		Date:	

TO BE SIGNED FOR THE CONTRACTOR:

The Contractor confirms that it has read, understood, and will comply with in full all the provisions of Annexes C, E, and F. Further, the Contractor confirms that it will obtain a signed confirmation in this form from each individual or entity contracted by the Contractor to undertake any part of this Agreement.

Signed for the Contractor:

Name:	Click here to enter text.
Title/Role:	Click here to enter text.
Date:	Click here to enter a date.

TERMS AND CONDITIONS

This Agreement is made and is in full force as of the first day of the Effective Date between the Company and the Contractor. The Company and the Contractor are collectively referred to as “the Parties”.

1. BACKGROUND

1.1 The Company is an international project management and consultancy company that provides technical systems and project management.
1.2 The Contractor has represented that it has the necessary expertise and skills to assist the Company.
1.3 Based on the Contractor’s representations, the Company has decided to engage the Contractor to provide services to the Company.
1.4 The Contractor has agreed to provide the services as defined in this Agreement for the consideration and on the terms and conditions contained in this Agreement.

2. ANNEXES, DEFINITIONS, AND INTERPRETATION

2.1 This Agreement includes the Cover Sheet and any Annexes.
2.2 The words used in this Agreement will be defined as set out in the Definitions at Annex D to this Agreement. If any word in Annex D is defined specifically within the Agreement, the definition within the Agreement will be controlling.
2.3 Within this Agreement, a reference to this Agreement or another instrument will include any variation, amendment, novation, or replacement of this Agreement or the instrument to which there is a reference.
2.4 When applicable, if there is any inconsistency, whether express or implied from this Agreement or otherwise, between the Client Standard Terms and Conditions (Annex F) or the Special Terms and Conditions (Annex C) and any other part of this Agreement, the Client Standard Terms and Conditions or the Special Terms and Conditions, as appropriate, prevail to the extent of the inconsistency and subject to any explicit changes to this priority set out in this Agreement.
2.5 In case of any ambiguities or inconsistencies in this Agreement not covered by this section, the requirement with the higher standard or which requires the higher performance or additional work or obligations prevails.
2.6 The Cover Sheet to this Agreement will form part of this Agreement.

3. PROVISION OF SERVICES

3.1 The Contractor will provide the Services outlined Annex A Part 2 in accordance with this Agreement.
3.2 The Contractor will:
   a. exercise and ensure its Personnel exercise the high standard of skill, care, diligence, efficiency and economy that would be expected of an expert professional provider of the Services;
   b. act and ensure its Personnel act in good faith and in the best interests of the Company;
   c. notify the Company as soon as it becomes aware of any event, issue, or circumstances which may adversely affect the performance of the Contractor’s Services;
   d. comply and ensure its Personnel comply with all reasonable directions by the Company, including a direction to suspend, discontinue, substitute, or otherwise vary part or all of the Services or to deliver Project Material; and
   e. comply and ensure its Personnel comply with all Legislative Requirements affecting the performance of the Services.

4. TRANSPORT AND LOGISTICS

The Contractor is responsible for arranging and providing all transport and logistics to enable the provision and completion of the Services unless specifically provided for in this Agreement.

5. WARRANTIES AND REPRESENTATIONS

The Contractor warrants, represents and undertakes for the duration of the Term that:
5.1 it has and will continue to hold all necessary regulatory approvals from the Regulatory Bodies necessary to perform the Contractor’s obligations under this Agreement;

5.2 at the Effective Date, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement and that it will use its best endeavours to ensure that no conflict of interest arises in relation to the performance of any aspect of this Agreement;

5.3 it has full corporate power and authority to enter into, perform and observe its obligations under this Agreement;

5.4 its Personnel have the necessary experience, skill, knowledge, expertise and competence to perform the Services;

5.5 it has and will continue to have all necessary rights in, and to, the Contractor's software or the third party software or any other materials required to perform the Contractor's obligations under this Agreement;

5.6 all statements and representations made to the Company by the Contractor prior to, or in, this Agreement are to the best of its knowledge, information and belief true and accurate and that it will advise the Company of any fact, matter or circumstance of which it may become aware which might render any such statement or representation false or misleading;

5.7 the Contractor will immediately notify the Company if at any time it becomes aware that a warranty or representation given by it under this Agreement has been breached, is untrue or is misleading; and

5.8 where this Agreement is terminated prior to the completion of the Services (for whatever reason) the Contractor will supply all necessary information and explanation required by the Company in relation to the Services provided and any software used by the Contractor to enable the Company to use and complete the Services.

6. ACCESS BY THE COMPANY

The Contractor will give persons authorised in writing by the Company reasonable access to premises occupied by the Contractor where the Services are being carried out and will permit such persons to inspect any information or Project Material or records relating to the Services regardless of the location of the Project Material or records.

7. POLICIES AND PROCEDURES

7.1 The Contractor confirms that it has been made aware of, has read and understood and will follow all the policies and procedures listed or referred to in Annex E, which may be updated from time to time.

7.2 When applicable, the Contractor will also comply with and follow any Standard Operating Procedures and Guidelines, Procedural Manuals, Safety and Security Plans, or any other policies and procedures for the Project when required to do so by the Company.

7.3 The Contractor will immediately inform the Company if the Contractor becomes aware of any information indicating that any action in breach of the terms of this clause has been committed or may possibly be committed.

7.4 The Contractor will include the terms and requirements of Annex E and Annex F in all subcontracts or other contracts the Contractor makes in connection with this engagement to ensure that all individuals and other entities contracted by the Contractor comply with the terms of this clause.

7.5 The Contractor will ensure that any of its employees involved in any way in the provision of the Services will be made aware of the policies and procedures.

7.6 The Company will be entitled to require the Contractor to provide reasonable evidence that it is complying with the obligations in this clause.

8. PAYMENT

In consideration of the Contractor providing the Services, the Company will pay the Contractor in accordance with Annex B.

9. PROJECT MATERIAL AND INTELLECTUAL PROPERTY

9.1 Any Pre-existing Intellectual Property or other intellectual property developed by the Contractor that is not Project Material is the property of the Contractor.

9.2 All Project Material is the property of the Company or the Client, if applicable.

9.3 The Contractor undertakes to complete and sign all documentation necessary to evidence ownership and copyright.

9.4 The Contractor provides the Company and the Client, if applicable, with a perpetual, non-exclusive, worldwide, royalty-free licence to use the Pre-existing Intellectual Property for the purpose of conducting or completing the Project or any related Programme.

9.5 All Inventions/Work(s), whether or not patentable or subject to copyright, which may be made, written, conceived or otherwise provided by the Contractor, or its Personnel, in performing the Services, either alone or in conjunction with others, in whole or in part, is the sole and exclusive property of the Company or the Client (if the Company so directs). The Contractor agrees, upon the Company's request and at the Company's expense, to provide reasonable cooperation and assistance in the prosecution, defence and maintenance of any Intellectual Property Rights (IPR) relating to any such Invention/Work(s). The Contractor will treat all Inventions/Works as Confidential Information. Upon the completion or termination of the Services, the Contractor will promptly turn over to the Company all Inventions/Works developed in the course of providing the Services.

9.6 The Contractor may not publish, exhibit, or lecture on matters directly relating to the Services unless the Contractor first obtains the Company's prior written consent thereto, which the Company may grant or deny in its sole discretion, and the manuscript, exhibit or speech will have been approved in writing by the Company.

9.7 The Contractor will ensure that no part of any Invention/Work(s) will contain Third Party Material without first obtaining the written permission of the IPR owner to use such data or material and any such data or material will clearly be identified to the Company by the Contractor prior to or at the time of delivery to the Company.

9.8 In the event the Contractor includes any Pre-existing Intellectual Property in any Invention/Work(s) the Contractor will clearly identify such Pre-existing Intellectual Property to the Company and the Company and, if applicable, the Client will have a non-exclusive, perpetual, worldwide, royalty-free licence to use such Pre-existing Intellectual Property to the extent necessary to make use of the Invention/Work(s).

9.9 The Contractor will:

a. ensure the safekeeping and maintenance of the Project Material including being responsible for preserving its integrity and preventing its corruption or loss;
b. perform secure back-ups of all Project Material; and
c. at the expiration or termination of this Agreement, deliver to the Company or as directed by the Company, all Project Material and other property of the Company, which is in the Contractor's possession or control.

9.10 If unsatisfied with the quality or any other aspect of the Services or Project Materials because such materials do not comply with this Agreement (including, without limitation, Annex A), the Company may at its sole discretion, amend or reject any Service or Project Material, statement, or recommendation made by the Contractor. If required to do so by the Company, the Contractor will correct rejected Service or Project Material within seven days or such longer period of time as shall be agreed in writing by the Company.

10. CONFIDENTIALITY

10.1 The Parties acknowledge that during the Term of this Agreement the Parties and their Personnel may become acquainted with or have access to Confidential Information and they agree to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to, or use by, any other person, firm, or company. The Parties will ensure compliance with this obligation by their respective Personnel.

10.2 The Parties will not disclose or use any Confidential Information except to the extent that such disclosure or use:

a. is strictly necessary for the performance of the Services;
b. is required by Legislative Requirements or is reasonably required for legal proceedings;
c. is authorised by prior written approval from the Party who owns the Confidential Information; or
d. already is or comes into the public domain otherwise than through a Party's unauthorised disclosure or that of any of its Personnel.

10.3 The Parties and their Personnel will not use any Confidential Information received otherwise than for the purposes of this Agreement.

10.4 The Parties will only disclose Confidential Information to Personnel who are directly involved in the provision of the Services and who need to know the information and the Parties will ensure that such Personnel are aware of, and will comply with, these obligations and will sign any required confidentiality undertakings provided by the Company, the Contractor, and/or the Client on request.

10.5 If a Party is required to disclose Confidential Information due to Legislative Requirements or legal proceedings, it will provide reasonable notice of such disclosure to the other Party.

10.6 The Parties agree that this obligation applies during the Term and after termination of the Agreement.

10.7 Confidential Information excludes:

a. Information in the public domain prior to its disclosure to a party or material which enters into the public domain after disclosure otherwise than by default of the receiving party;
b. Information known to the recipient of the information by action of a third party not in breach of any obligation of confidentiality to the provider of the information;
c. Information in the recipient's possession before receipt from the provider and which was not acquired directly or indirectly from the provider; or
d. Information independently developed by or for the recipient at any time, independently of the Confidential Information disclosed to it by the provider.

11. DATA PROTECTION AND PRIVACY

11.1 The Parties agree to take all reasonable steps to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Agreement.

11.2 The Parties will:

11.2.1 observe the privacy principles in any Data Protection Legislation in the country the Services are to be provided, and the countries of their respective registrations;

11.2.2 comply with the requirements relating to protection of Personal Data set out in the Client Terms and Conditions (Annex F);

11.2.3 ensure that they obtain the informed and clear consent of any individual (to whom such Personal Data relates) to disclosure, processing, use or holding by the other party, before it is disclosed, processed, used or held by the other party. To the extent allowed by the Legislative Requirements, the consent shall permit the receiving party to process, use or hold the Personal Data for the Term and any reasonable length thereafter, for the purposes of undertaking or receiving the Services or compliance with this Agreement or any Legislative Requirement;

11.2.4 not disclose, process, use or hold any Personal Data in breach of any Data Protection Legislation; and

11.2.5 indemnify each other and the Client for any Loss due to any breach of any Data Protection Legislation.

11.3 The Parties consent to the holding, processing, and accessing of Personal Data by either Party relating to either Party or its Personnel for all purposes relating to the performance of this Agreement (including, but limited to, transferring such Personal Data to any country or territory where such transfer is in accordance with the Data Protection Legislation) during the Term, the Records Retention Period and any reasonable length of time thereafter.

12. NO EMPLOYMENT OR AGENCY

12.1 Nothing contained in this Agreement will be construed or have effect as constituting any relationship of employer and employee between the Company and the Contractor.

12.2 Nothing in this Agreement will constitute the Contractor as acting as an agent of the Company. The Contractor will not have any right or power whatsoever to contract on behalf of the Company or bind the Company in any way in relation to third parties unless specifically authorised to do so by the Company and the Contractor will not hold itself out as having any such authority.

12.3 Nothing contained in this Agreement will constitute a partnership or joint venture between the Company and the Contractor.

13. INDEMNITY, DUTY OF CARE, AND INSURANCE

13.1 The Contractor will indemnify and keep indemnified the Company, and the officers, employees, and agents of the Company, (and the Client, and the officers, employees, and agents of the Client, if applicable), from and against any Loss suffered or incurred, including personal injury, death, legal costs and expenses, and the cost of time and resources arising from or as a consequence of:

a. the performance or failure to perform the Services or any part of them;
b. a breach of the terms of this Agreement;
c. any negligence by the Contractor or its Personnel in connection with the Services and/or this Agreement;

d. a breach of warranty or representation, statutory duty, and/or tortious or illegal acts or omissions by the Contractor or its Personnel;
e. a claim made against the Company by any Contractor's Personnel in respect of any breach of the terms of this Agreement or any Legislative Requirements concerning remuneration, income tax, worker's compensation, annual leave, long service leave, pension or superannuation or any award, determination or agreement of a competent industrial tribunal; or
f. any penalty imposed for breach of any Legislative Requirement in connection with the provision of the Services by the Contractor.

13.2 The Contractor has responsibility for and indemnifies the Company in respect of any tax, employee pension and/or social security payments or similar payments (wherever payable) relating to its Personnel together with any interest or penalties, costs or expenses incurred or arising out of or in connection with any such payments.

13.3 The obligations of the parties in relation to Duty of Care and Insurance are set out in Annex C.

14. JOINT AND SEVERAL LIABILITY

In the event that the Contractor consists of more than one entity, then each of those entities is jointly and severally liable for the performance of the Contractor's obligations under this Agreement.

15. PERFORMANCE AND TERMINATION

15.1 Termination for breach or Insolvency Event

a. The Company may, without prejudice to any other right which the Company may have, terminate the whole or part of this Agreement by written notice to the Contractor, to be effective from the date specified in the notice, if:
   i. an Insolvency Event occurs in relation to the Contractor;
   ii. the Company is dissatisfied with the Services provided; In the case of termination due to dissatisfaction with the Services, notice will be given including the reasons for dissatisfaction and such notice will state the actions required by the Contractor to remedy any dissatisfaction with the Services and the time in which it must be completed or the Agreement will be terminated;
   iii. the Contractor breaches a provision of this Agreement and, if the breach is capable of being remedied, does not remedy such breach within five working days from the date of written notice by the Company to the Contractor requiring the breach to be remedied;
   iv. the Contractor or its Personnel behave in a way that is fundamentally inconsistent with the conduct of a technical professional including serious misconduct, or conduct in private life that is likely to bring the Company into disrepute;
   v. the Contractor or any of its Personnel is convicted of a criminal offence; or
   vi. the Contractor provides to the Company a clear indication that it will not or is unable to perform its duties under this Agreement.

b. Upon such termination for breach, the Company will:
   i. pay any outstanding invoices that relate to Services provided they are not in dispute with the Contractor. The Company is not required to pay to the Contractor any money which is the subject of an invoice relating to Services provided which are in dispute whether such invoice is delivered before or after the notice of termination; and
   ii. be entitled to recover from the Contractor any loss or damages incurred by it as a result of the termination including all or a fair proportion, calculated on the basis of satisfactory delivery of Services, of any payment made to the Contractor in advance of delivery of the Services to which that payment relates.

15.2 Termination or suspension other than for breach or Insolvency Event

a. The Company may terminate or suspend the whole or part of this Agreement where a direction is made by the Client, if applicable, or the Head Contract is terminated or suspended, if applicable, or otherwise at its sole discretion.
b. Termination or suspension made pursuant to this clause must be made by notice in writing to the Contractor and will be effective from the date specified in the notice.

c. The lifting of any suspension of this Agreement will only take place if the Company considers that the reasons for the suspension have been dealt with or have disappeared. In any such case, the Company will confirm the lifting of the suspension to the Contractor in writing.
d. Where this Agreement is suspended under this clause the Company may terminate this Agreement at any time by notice in writing.

15.3 Upon such termination other than for breach or Insolvency Event:
a. The Contractor will be entitled to payment for all work in respect of the terminated Services completed satisfactorily before the effective date of termination including those which have not been invoiced;
b. In respect of the terminated Services commenced before but not completed by the effective date of termination, payment for the work already performed on a pro rata basis but only where such payment is permitted pursuant to the terms of the Head Contract, if applicable; and
c. The Company will be entitled to recover from the Contractor any payment made to the Contractor in advance of delivery of the Services where those Services are not delivered due to termination pursuant to this clause.

15.4 Obligations on termination for whatever reason:

Immediately on termination of this Agreement or at any time at the request of the Company the Contractor will:

a. immediately deliver to the Company, without making copies in any form, all Project Material including documents, materials, records, correspondence, papers and information, on whatever media and wherever located, relating to the business or affairs of the Company (and the Client if applicable) or its business contacts and also any keys and other property of the Company which are in the possession of or under the control of the Contractor;
b. leave the Project and any Project offices as directed by the Company;
c. irretrievably delete any information relating to the business of the Company or the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in the possession of or under the control of the Contractor;
d. provide a signed statement that it has complied with fully with its obligations under this clause;
e. supply all necessary information and explanation required by the Company in relation to the Services provided and any software used by the Contractor to enable the Company to use and complete the Services; and
f. ensure that any Personnel of the Contractor comply with the terms of this clause.

16. NON-SOLICITATION

During the Term of this Agreement and for 12 months following expiration or termination, the Contractor will not, without the consent of the Company, solicit or otherwise attempt to persuade any employee, consultant, or contractor of the Company to cease working for the Company.

17. FORCE MAJEURE

17.1 Neither party will be considered in breach of this Agreement to the extent that performance of their obligations is prevented by a Force Majeure Event. Upon occurrence of an event considered by the Contractor to constitute a Force Majeure Event, it will immediately notify the Company in writing and recommend options to overcome the effects of the event.
17.2 Upon receipt of the notice, the Company will make a determination, at its sole discretion, as to whether the event or circumstance constitutes a Force Majeure Event and will promptly notify the Contractor of its determination in writing. Despite any determination by the Company, the Contractor will endeavour to overcome the Force Majeure Event and continue to perform its obligations under this Agreement as far as reasonably practicable, subject to the other terms of this clause.
17.3 If the Company determines that a Force Majeure Event has occurred the Company may suspend or terminate the whole or part of this Agreement by written notice to the Contractor. Where this Agreement is suspended pursuant to this clause, the Parties will work together to agree any steps to be taken and an appropriate timetable to enable continued provision of the Services affected by the Force Majeure Event.

17.4 Where this Agreement is terminated pursuant to this clause, the Contractor will be entitled to payment in accordance with the terms outlined in the Performance and Termination clause and the provisions of that clause will apply.

18. PROMOTION AND PUBLICITY

18.1 The Contractor will not, without prior written approval of the Company, make any public statement about or advertise or promote its involvement in providing the Services to the Company, whether in written, verbal or visual format ("Promotional Material").

18.2 The Contractor will submit the request for approval of Promotional Material at least 30 days prior to the intended publication or promotion. If the Company determines that any amendments are necessary to the Promotional Material, the Contractor will make these amendments and submit amended Promotional Material to the Company to approve.

18.3 The Company may in its sole discretion refuse to approve Promotional Material provided to it by the Contractor.

18.4 The Contractor must ensure that all Promotional Material is accurate and not misleading in any way.

19. ASSIGNMENT

No rights or obligations of or services to be rendered by the Contractor under this Agreement shall be assigned, transferred or subcontracted to any third party without the prior written consent of the Company.

20. NOTICES

Notices shall be in writing and shall be delivered by either prepaid and registered post, by hand or by email to the other party's representative at the address specified in this Agreement or such other address as is subsequently notified by the party. Notices will be deemed to have been received:

a. If sent by prepaid registered post, on the day the mail would be delivered in the ordinary course of mail;
b. If hand delivered by 5pm on a business day in the place of receipt, that business day, otherwise the following business day in the place of receipt; and
c. If by email, the date of sending provided a delivery receipt for such email is received by the sender.

21. WAIVER

A right under this Agreement will only be waived if the waiver is in writing and signed by the relevant party. A waiver by either party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.

22. SEVERABILITY

Each provision of this Agreement will, unless the context otherwise necessarily requires, be read and construed as a separate and severable provision or part. If any provision or part is void or otherwise unenforceable for any reason that provision or part will be severed and the remainder will be read and construed as if the severable provision or part had never existed.

23. AMENDMENT

No amendment or change to this Agreement will be of any force or effect unless such amendment or change is in writing and signed by the parties.

24. SURVIVAL

The following clauses will survive the expiration or termination of this Agreement:

- Project Material and Intellectual Property;
- Confidentiality;
- Data Protection and Privacy;
- Indemnity, Duty of Care, and Insurance;

- Promotion and Publicity; and
- Survival.

Annex A: Details of Representatives and Description of Services

Part 1: Details of Representatives

COMPANY CONTACT DETAILS	
CONTACT 1	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

CONTACT 2	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

CONTACT 3	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

CONTRACTOR CONTACT DETAILS	
CONTACT 1	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

CONTACT 2	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

CONTACT 3	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

Part 2 – Description of Services

Description of Services

Responsibilities of Contractor

Click or tap here to enter text.

Where both the Company and the Contractor are registered in or are liable for taxes in the United Kingdom the following terms will apply:

1. The Contractor warrants to the Company that its Personnel engaged to provide the Services under this Agreement are either employees of the Contractor or are carrying out roles that are not employment roles. The Contractor further warrants that any additional Personnel not currently engaged, that is any additional Personnel who perform the Services, will be employees of the Contractor or will be carrying out roles that are not employment roles;

2. If the Contractor is or becomes an intermediary and any of its Personnel engaged to provide the Services under this Agreement (or Personnel subsequently contracted or to be contracted) hold a material interest in the Contractor as those terms are defined in the Income Tax (Earnings and Pensions) Act 2003 (as amended) the Contractor shall immediately inform the Company of this in writing;

3. The Contractor shall (and shall ensure that its directors, officers and Personnel shall) provide all appropriate assistance to the Company to enable the Company to comply with all UK tax legislation relating to payments to be made pursuant to this Agreement, including the tax avoidance legislation for off-payroll working, commonly known as IR35 (and primarily set out in the 2003 Income Tax (Earnings and Pensions) Act (as amended)). Without limitation, this may include full details of all shareholders and any contractual arrangements between the Contractor and its shareholders and officers that may be relevant to the requirements of such tax legislation;

4. Where the IR35 legislation is applicable to the Contractor and this Agreement, the Company will provide a Status Determination Statement ('SDS') for all relevant roles created or to be created by the provision of the Services;

5. Where any SDS determines that IR35 applies to a role, the Company will make any necessary deductions from payments due to the Contractor and the Company will be entitled (but not obliged) to given written notice terminating this Agreement for breach of warranty (and where such notice is given, Clause 15.1 (a) iii. will apply);

6. The Parties acknowledge that the nature of the Services and roles created by the provision of the Services may develop and change during the terms of this Agreement and that the requirements of the IR35 legislation will continue to apply and the Contractor will inform the Company promptly of any changes to Personnel roles, regardless of whether there is an existing SDS;

7. Where the Contractor disputes an SDS, the Company with review the SDS and the Parties shall attempt to resolve the dispute amicably. However, where agreement cannot be reached, the Company's decision shall be final.

Responsibilities of Company

Click or tap here to enter text.

Payment milestones (if applicable)

Click or tap here to enter text.

Annex B: Payment

Part 1: Payment Terms

The Total Contract Sum to be paid to the Contractor for the Services shall not exceed the number listed in the Cover Sheet to this Agreement inclusive of all taxes.

All reimbursable expenses as listed on the Cover Sheet to this Agreement that are to be reimbursed must be pre-approved in writing by the Company. No costs that are not pre-approved in writing will be reimbursed. In addition, for reimbursement, a valid expense claim must be provided accompanied by full supporting documentation.

Payment is made in accordance with this Agreement.

Amounts are in the currency as indicated on the Cover Sheet. The Contractor will be entirely responsible for all risks arising out of currency fluctuations associated with this Agreement.

The invoice(s) will be formulated solely on the basis of the Contract Sum. Payments to the Contractor's designated personnel for salary, allowances, bonuses, taxes, insurances, superannuation, non-working days and all other overheads and expenses of whatsoever nature that may be incurred, except those otherwise specifically provided for in this Agreement, are the sole responsibility of the Contractor.

The Contractor will not be entitled to payment of an invoice unless and until:

1. The deliverable items for which payment is claimed have been achieved or completed in accordance with the terms of this Agreement and also to the satisfaction of the Company (and the Client, if applicable); and
2. All Project Material (and timesheets if applicable) for that part of the Services for which payment is claimed has been submitted to and approved by the Company.

Any payment by the Company is payment on account only and not evidence of the Contractor's compliance with this Agreement, an admission of liability, or acceptance by the Company of the Services.

If the conditions for payment are met and all terms of this Agreement are complied with, the Company will make payment within 30 days of the invoice date.

The Contractor consents to the Company deducting from moneys otherwise due to the Contractor any overpayment previously made, any moneys due from the Contractor and any claim to money which the Company may have against the Contractor, whether for damages or otherwise.

Where it is found that any overpayment has been made to the Contractor the Company may also require reimbursement of such overpayment within 21 days of written demand.

The Contractor must provide the Company with the details of a bank account that accepts deposits in the Agreement Currency. Where the Agreement Currency and the Contractor's account currency differ, the exchange rate will be that of the date of the transfer.

Part 2: Invoices and Taxes

Unless otherwise provided in this Agreement, all taxes, duties, and charges imposed or levied in connection with the performance of this Agreement will be borne by the Contractor.

The sums payable to the Contractor by the Company under this Agreement are VAT (or Sales Tax or similar) inclusive.

Payment of any invoice by the Company is subject to the Contractor providing a valid invoice to the Company. A valid invoice will be in writing, contain the details of the services provided including unit, unit rate, taxes, and any other information to be able to describe the services and charges in sufficient detail.

The amount of any VAT (or Sales Tax or similar) payable by the Company under this Agreement will be shown as a separate item on the invoice, together with the method of calculation.

The Contractor acknowledges that the Company will withhold any taxes, which it is required by Legislative Requirements to withhold.

The Contractor acknowledges that it has not received any taxation advice from the Company and understands that all its taxation obligations remain the responsibility of the Contractor.

The Company may require the Contractor to provide additional information to assist the Company to determine whether an amount is payable. The payment term will be 30 days after the Contractor has provided the additional information to the Company's satisfaction.

Invoices shall be submitted to:

Part 3: Accounting Records

The Contractor will keep all records, including but not limited to invoices issued for payments pertaining to the Services, for a period of at least seven years following the expiration or termination of this Agreement. The records kept pursuant to this provision will at all reasonable times be available for an open inspection by the Company or a delegate of the Company who will be at liberty to take copies or extracts from the Records. The Contractor will cooperate fully in providing the Company or the delegate of the Company answers to such enquiries as may be made about such records.

Annex C: Specific Terms and Conditions

Part 1: Insurance Requirements

ITEM	REQUIREMENT
Public Liability Insurance	The Contractor will take out and maintain throughout the Term of this Agreement a Public Liability Insurance Policy. The Policy must cover: 1. an amount in respect of any one claim or series of claims arising from the one original cause of not less than 3 million GBP or its equivalent in the Contract Currency as indicated on the Cover Sheet**;** and 2. the Contractor, in respect of liability to the Company and third parties, if any, and cover the Company (and the Client, if applicable) against liability to third parties in respect of any claim for loss of or damage to property or death or injury to any person arising out of or as a consequence of any act or omission of the Contractor.
Professional Indemnity Insurance	1. The Contractor will take out a professional indemnity policy before the Effective Date and maintain that policy for the Term of this Agreement and for a further period of six years thereafter. 2. The policy will have a total aggregate cover of not less than the Professional Indemnity Insurance Amount as indicated on the Cover Sheet**;** and 3. The policy will include provisions for one automatic reinstatement of the sum insured and for loss of documents. 4. The Company may request evidence of the maintenance of the professional indemnity insurance at any time during the Term and also during the six years after the Term of this Agreement and the Contractor will provide such evidence within seven days of the request.
Insurance of Workers	1. The Contractor will take out adequate insurance to fully cover it against any amount it may become liable to pay for death or injury to persons employed by the Contractor, including liability by statute and at common law before the Effective Date and maintain that policy for the Term of this Agreement. 2. The Contractor will take out adequate medical and dental insurance for its Personnel who are engaged to operate outside their country of permanent residence. 3. The Contractor will take out adequate insurance for emergency and medical evacuation for all its Personnel. 4. The policy will, where permitted by Legislative Requirements, be extended to indemnify the Company (and/or the Client for the Company and/or the Client's statutory liability for persons employed by the Contractor, if applicable).
Country requirements	The Contractor will comply with the Legislative Requirements of the Country in which they are incorporated relating to insurance at all times. Where the Legislative Requirements of the Country require certain insurances to be taken out for any of the Contractor's Personnel working in a different Country, it will be the Contractor's responsibility to take out such insurances and comply with all such Legislative Requirements in respect to all its Personnel on this Project. The onus is on the Contractor to make itself aware of the requirements of such insurance and all such Legislative Requirements.
Evidence of Insurance	The Company may request evidence of insurance at any time during the Term of this Agreement and the Contractor will provide such evidence within seven days of the request.

Part 2: Special Conditions

1. The Contractor represents and warrants that neither it nor any of its Personnel is engaged in any practice inconsistent with the rights set forth in the Convention of the Rights of the Child which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

2. The Contractor further warrants that neither it, nor any of its Personnel is engaged in the sale or manufacture of antipersonnel mines or of components used in the manufacture of such mines.

3. The Contractor further warrants that neither it, nor any of its Personnel is engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the Goods being provided to the Company under this Agreement.

4. The Contractor further warrants that neither it, nor any of its Personnel is involved in the transportation or provision of services of human beings for purposes deemed illegal in either the country of origin, sale or delivery of the Goods being provided under this Agreement.

5. The Contractor further warrants that neither it, nor any of its Personnel is engaged either directly or indirectly in terrorism, or in the finance or support to terrorists.

6. The Contractor will undertake its best effort to ensure that payments provided by the Company under the Agreement do not provide direct or indirect support or resources to entities and individuals as may be proscribed under the relevant international and national counter-terrorism legislation and regulations, and are not diverted to support drug trafficking.

7. The Contractor warrants to the pay all taxes, duties and charges imposed or levied in the country of which the Contractor is registered and/or in the country in which it is operating, and all taxes, entitlements, other statutory charges and/or any other amount payable to its Personnel in the relevant jurisdiction.

8. The Contractor warrants that neither it, nor any of its Personnel, is engaged in anti-discriminative behaviours on basis of gender, religion and/or ethnicity.

9. The Contractor warrants that it will engage in environmentally sustainable development, promoting conservation and sustainable use of natural resources, conservation of biodiversity and heritage sites, and disaster risk reduction planning, ensuring it is compliant with environmental protection legislation.

10. The Contractor further warrants that it, and its Personnel, will adhere to work health and safety legislative requirements and in doing so, will focus on actions to prevent harm or ensure reasonable care of representatives.

11. The Contractor warrants to promote gender equity and inclusive development ensuring that persons with disabilities, and other disadvantaged or vulnerable groups, are considered in the workplace and in delivering the Services.

12. The Contractor warrants that neither it, nor its Personnel, is engaged in any political activity in the relevant country that may negatively impact on this Agreement.

13. The Contractor warrants that neither they nor their Personnel engage in or support trafficking activities, procuring of commercial sex acts or using forced labour; is aware of regulatory prohibitions in the jurisdictions they are engaged; and agrees to develop project specific Trafficking in Persons (TIP) Compliance Plans where government regulations mandate.

14. The Contractor shall ensure that subcontractors and Personnel are expressly bound by and respect the provisions of this Annex C.

15. Any breach of this Annex shall entitle the Company to terminate this Agreement and suspend payments that may be due, without liability for termination charges or any other liability of any kind to the Company.

Part 3: Anticorruption

1. The Contractor hereby represents, warrants, and certifies that in carrying out its responsibilities under this Agreement, the Contractor and its directors, officers, employees, representatives, or other third parties acting on its behalf, have not and shall not pay, offer or promise to pay, or authorise the payment, directly or indirectly through any other person or entity, of any monies or anything of value to:

    1.1. Any person or firm employed by, or acting for or on behalf of, any customer or potential customer, whether private or governmental, for the purposes of inducing or rewarding favourable action by the customer or potential customer in any commercial transaction;
    1.2. Any person or firm employed by, or acting for or on behalf of, any governmental entity (including state-owned or controlled entities or public international organisations) for the purposes of inducing or rewarding any action, or the withholding of any action, by such entity in any governmental matter; and
    1.3. Any governmental official or employee (including employees of state-owned or controlled entities or public international organisations), political party or official of such party, or any candidate for political office, for the purposes of inducing or rewarding favourable action (or the withholding of action) or the exercise of influence by such official, party, or candidate in any commercial transaction or in any governmental matter.

2. The Contractor shall conduct all activities related to this Agreement in a fair, honest, and transparent manner.

3. The Contractor represents, warrants, and certifies that the Contractor has read and understands the Company provided Business Partner Code of Conduct (see Annex E). The Contractor agrees to be bound by the Business Partner Code of Conduct and to operate in a manner fully consistent with the letter and spirit of the Business Partner Code of Conduct. The Contractor agrees to inform its Personnel involved in activities related to this Agreement of the requirements of the Business Partner Code of Conduct.

4. The Contractor represents, warrants, and certifies that the Contractor has adopted a policy to prevent corruption (“anticorruption policy”) in the conduct of business and enforces this policy. The Contractor further represents, warrants, and certifies that the Contractor has informed its employees, agents, contractors, subcontractors, suppliers, and other individuals or entities with whom the Contractor does business, of its anticorruption policy. The Company may request evidence of the anticorruption policy at any time during the Term of this Agreement and the Contractor will provide such evidence within seven days of the request.

5. The Contractor shall immediately inform the Company if the Contractor becomes aware of any information indicating that any action in breach of this section has been committed or has been requested or otherwise suggested by any person, including a Public Official or private individual, in connection with this Agreement.

6. Unless otherwise disclosed in writing to the Company, the Contractor represents, warrants, and certifies that neither the Contractor, individuals employed by the Contractor, nor their immediate family members, are Public Officials. The Contractor shall immediately notify the Company in advance if any of the above become a Public Official.

7. The Contractor shall include these, or substantially similar, anticorruption provisions in all subcontracts or other agreements the Contractor makes in connection with this Agreement.

Part 4: Duty of Care

1. All Contractor Personnel or contractors engaged pursuant to this Agreement will come under the duty of care of the Contractor.

2. The Contractor will be responsible for all security arrangements and the Company accept no responsibility for the health, safety and security of individuals or property whilst performing under this Agreement.

3. The Contractor will take out and maintain throughout the Term of this Agreement insurance cover as required by Annex C, Part 1.

4. The Contractor will proactively manage risks associated with performing the Services and shall provide evidence of such management of risk to the Company on reasonable request.

5. The Contractor and its Personnel will also comply with and follow any Standard Operating Procedures for the Company where specifically requested to do so by the Company.

Part 5: Personnel Requirements

1. All Personnel providing the Services will be vetted in accordance with Good Industry Practice and the requirements of the Business Partner Code of Conduct and will be approved by the Company with approval not to be unreasonably withheld.

2. The Company may direct the Contractor, at the Contractor's cost, to remove any person from performing the Services.

3. The Contractor, by engaging Personnel to perform part(s) of the Services, will not be relieved from any of its liabilities or obligations under this Agreement and will remain responsible for all Personnel and all work which is performed by them.

4. The Contractor and its Personnel will not represent themselves as the Company.

Annex D: Definitions

The words used in this Agreement will be defined as presented in this Annex. If any word in this Annex is defined specifically within the body of this Agreement, the definition within the Agreement will be controlling. The following terms or expressions used in this contract have the stated meanings:

“Agreement” means this document (including all Annexes) and is as may be amended or supplemented by the Parties from time to time in writing.

“Business Day” means a day that is not an accepted non-work day, public holiday, special holiday, or bank holiday or otherwise in the jurisdiction in which this Agreement is to be fulfilled;

“Claim” means any claim, action, proceeding, demand, prosecution, judgement, damage, loss, cost, expense, fine, penalty or liability whatever incurred or suffered by or brought or made or recovered against a person and however arising (whether presently ascertained, future or contingent);

“Confidential Information” means a party’s proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business information, research, marketing, technical, financial information, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, and any other information relating to its personnel, clients, customers, affiliates, or agents disclosed to the other party or its personnel either directly or indirectly;

“Data Protection Legislation” means all applicable laws relating to the processing of Personal Data and privacy;

“Day” means calendar day of 24-hours computed without regard for non-work days, holidays, or other exceptions;

“Deliver” means hand over to, at the place specified in the Agreement, and acceptance of the item, whether it be a Good, a Service, a Premises, or other deliverable, by the Contractor or Company at that place and delivery has a comparable meaning;

“Force majeure” means unforeseen events not within the control of either Party, including but not limited to, laws or regulations, strikes, lock-outs or industrial disturbances, acts of terrorism, wars, whether declared or not declared, blockades, embargoes, insurrection, riots, civil disturbances, explosions, epidemics, landslides, earthquakes, storms, lightning, floods and washouts;

“Good Industry Practice” means the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from an expert supplier of services similar to the Services, such supplier seeking to comply with its contractual obligations in full and complying with all applicable Legislative Requirements;

“Goods” means any item or tangible thing provided, or to be provided, to the Company by the Contractor (or any of the Contractor’s subcontractors) pursuant to or in connection with the Agreement including, but not limited to, the materials, plant, equipment or other supplies stated in the Agreement. Where the context requires, the term “Goods” also includes “Services” as ordered in this Agreement and any ancillary services in relation to supply of goods;

“Insolvency Event” means the Contractor:

- goes into liquidation;
- has a liquidator, receiver or official manager appointed to it;
- becomes bankrupt;
- enters into a scheme of arrangement with creditors;
- becomes unable to pay the Contractor’s debts as they become due; or
- is insolvent or enters into or is subject to anything which has a similar purpose or effect to any of the above;

“Invoice” means an invoice that complies with all relevant laws in the country in which the goods and services are delivered;

“Intellectual Property” means rights including, but not limited to, patents, copyrights, and trademarks, with regard to Goods and/or Services and other materials which bear a direct relation to or are produced, prepared, or collected in consequence of or in the course of the execution of this Agreement;

“Invention/Work(s)” means all data, results, discoveries, inventions, improvements, reports and other works of authorship, trade secrets, and any other work product or deliverables;

“Legislative Requirements” means any applicable law, statute, bye-law, regulation, order, consent, permit, approval, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

“Loss” or “Losses” means any damage, liability, cost or expense including legal expenses;

“Material” includes property, equipment, information, data, photographs, documentation or other material in any form, including software, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights;

“Party” and/or “Parties” means either the Company or the Contractor or both collectively;
“Payment Milestone” means an identified deliverable for which the Contractor is entitled to receive a payment in accordance with this Agreement;

“Personal Data” means personal information as defined by the Legislative Requirements governing this Agreement including all Data Protection Legislation;

“Personnel” means the officers, employees, agents, advisers, contractors and subcontractors (including their respective personnel) of either party (or the Client, if applicable);

“Pre-existing Intellectual Property” means Material or Inventions/Work(s) in existence prior to the date of this Agreement, developed by the Contractor or an associated entity, and utilised in conjunction with or for developing Project Material;

“Price” means the price, exclusive of any taxes, payable by the Company as stated in the Agreement;

“Project Material” means all Material:

- brought into existence or supplied as part of or for the purpose of performing the Services; or
- copied or derived from the above Material;

“Record” means a document or anything constituting a piece of evidence about the past, or an account kept in writing or in some other permanent form (electronic or otherwise) that Records information relevant to the Company’s operations;

“Regulatory Bodies” means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Company or the Client and “Regulatory Body” will be construed accordingly;

“Services” means any service provided, or to be provided, to the Company by the Contractor (or any of the Contractor’s subcontractors) pursuant to or in connection with the Agreement including, but not limited to, the services expressly stated in the Agreement together with any Services that are necessary to perform those Services and any Services associated with the supply of the Goods; and

“Third Party Material” means any Material made available by the Subcontractor for the purposes of this Agreement in which a third party holds Intellectual Property Rights.

Annex E: Policies and Procedures

TO BE READ, ACKNOWLEDGED, AND COMPLIED WITH:

- Business Partner Code of Conduct
- Child Protection Guidelines
- Preventing Sexual Exploitation, Abuse and Harassment (PSEAH) Guidelines
- Modern Slavery Guidelines

All documents can be downloaded in full at http://www.thepalladiumgroup.com/policies

Annex F: Client Standard Terms and Conditions (if applicable)

Insert Client Standard Terms and Conditions here. If not applicable type “Not Applicable”.