

THIS AGREEMENT is dated [DATE]

PARTIES

- (1) Middlesex University Higher Education Corporation, Hendon Campus, The Burroughs, London, NW4 4BT (**University**).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Consultant Company**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

Business Opportunities: any opportunities which the Consultant Company or the Individual becomes aware of during the Engagement which relate to the business of the University or which the University reasonably considers might be of benefit to the University.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date: [DATE OF COMMENCEMENT OF ENGAGEMENT]

Confidential Information: information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, students, customers, products, affairs and finances of the University for the time being confidential to the University and trade secrets including, without limitation, technical data and know-how relating to the University or any of its suppliers, students, customers, agents, management or business contacts, including (but not limited to) information that the Consultant Company or the Individual creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Engagement: the engagement of the Consultant Company by the University on the terms of this agreement.

Individual: [NAME]

Insurance Policies: employer's liability insurance cover, professional indemnity insurance cover and public liability insurance cover.

Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up,

rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant Company or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Engagement other than as expressly set out in this agreement or any documents referred to in it.

Services: the services described in the Schedule.

Substitute: a substitute for the Individual appointed under the terms of clause 3.4.

Termination Date: the date of termination of this agreement, howsoever arising.

University Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the University or its customers, students and business contacts, and any equipment, keys, hardware or software provided for the Consultant Company or the Individual's use by the University during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant Company or the Individual on the computer systems or other electronic equipment of the University, the Consultant Company or the Individual during the Engagement.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant Company or the Individual in connection with the provision of the Services.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 The Schedule to this agreement forms part of (and is incorporated into) this agreement.

2. TERM OF ENGAGEMENT

- 2.1 The University shall engage the Consultant Company and the Consultant Company shall make available to the University the Individual to provide the Services on the terms of this agreement.
- 2.2 The Engagement shall commence on the Commencement Date and shall continue unless and until terminated:
 - (a) as provided by the terms of this agreement; or
 - (b) by either party giving to the other not less than 4 weeks' prior written notice.

3. DUTIES AND OBLIGATIONS

- 3.1 Any advice, opinion, statement of expectation, forecast or recommendation supplied by the Consultant Company or Individual shall be based upon a professional assessment of, as far as reasonably possible, all the facts, issues and trends pertaining to the Engagement at that point in time.
- 3.2 During the Engagement the Consultant Company shall, and (where appropriate) shall procure that the Individual shall:
 - (a) provide the Services with all due care, skill and ability and use its or his best endeavours to promote the interests of the University;
 - (b) unless the Individual is prevented by ill health or accident, devote at least [TBA days] in each calendar month to the carrying out of the Services together with such additional time if any as may be necessary for their proper performance; and
 - (c) promptly give to the University all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.

- 3.3 If the Individual is unable to provide the Services due to illness or injury, the Consultant Company shall advise the University of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
- 3.4 The Consultant Company may, with the prior written approval of the University and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Individual, provided that the Substitute shall be required to enter into direct undertakings with the University, including with regard to confidentiality. If the University accepts the Substitute, the Consultant Company shall continue to invoice the University in accordance with clause 4 and shall be responsible for the remuneration of the Substitute.
- 3.5 The Consultant Company shall use its reasonable endeavours to ensure that the Individual is available at all times on reasonable notice to provide such assistance or information as the University may require.
- 3.6 Unless it or he has been specifically authorised to do so by the University in writing:
- (a) neither the Consultant Company nor the Individual shall have any authority to incur any expenditure in the name of or for the account of the University; and
 - (b) the Consultant Company shall not, and shall procure that the Individual shall not, hold itself out as having authority to bind the University.
- 3.7 The Consultant Company shall, and shall procure that the Individual shall, comply with all reasonable standards of safety and comply with the University's health and safety procedures from time to time in force at the premises where the Services are provided and report to the University any unsafe working conditions or practices.
- 3.8 The Consultant Company shall procure that the Individual shall comply with the University's policies on [issues TBA].
- 3.9 The Consultant Company undertakes to the University that during the Engagement it shall, and shall procure that the Individual shall, take all reasonable steps to offer (or cause to be offered) to the University any Business Opportunities as soon as practicable after the same shall have come to its or his knowledge and in any event before the same shall have been offered by the Consultant Company or the Individual (or caused by the Consultant Company or the Individual to be offered) to any other.

- 3.10 The Consultant Company may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:
- (a) the University will not be liable to bear the cost of such functions; and
 - (b) at the University's request the third party shall be required to enter into direct undertakings with the University, including with regard to confidentiality.
- 3.11 The Consultant Company shall, and shall procure that the Individual shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) comply with the University's Ethics and Anti-bribery and Anti-corruption Policies in each case as the University may update them from time to time (**Relevant Policies**);
 - (d) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 3.11(b), and will enforce them where appropriate;
 - (e) promptly report to the University any request or demand for any undue financial or other advantage of any kind received by the Consultant Company or the Individual in connection with the performance of this agreement;
 - (f) immediately notify the University if a foreign public official becomes an officer or employee of the Consultant Company or acquires a direct or indirect interest in the Consultant Company (and the Consultant Company warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);
 - (g) ensure that all persons associated with the Consultant Company or other persons who are performing services in connection with this agreement comply with this clause 3.11; and
- 3.12 Breach of clause 3.11 shall be deemed a material breach of this agreement.
- 3.13 For the purpose of clause 3.11, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and 6(6)

of that Act and section 8 of that Act respectively. For the purposes of clause 3.11, a person associated with the Consultant Company includes but is not limited to any Substitute for the Individual.

4. FEES

- 4.1 Where the fees are calculated on a time basis the University shall pay the Consultant Company a fee of £[AMOUNT] per [hour OR day] [exclusive OR inclusive] of VAT. On the last working day of each month during the Engagement the Consultant Company shall submit to the University an invoice which gives details of the [hours OR days] which the Individual or any Substitute has worked, the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that month.
- 4.2 Where the fees are calculated on a non-time basis the University shall pay the Consultant Company a fee as set out in the Schedule in accordance with any milestone dates.
- 4.3 Purchase invoices to the University must be sent to the following e-mail address: Paymentsteam@mdx.ac.uk.
- 4.4 The University shall be entitled to deduct from the fees (and any other sums) due to the Consultant Company any sums that the Consultant Company or the Individual may owe to the University at any time.
- 4.5 Payment in full or in part of the fees claimed under clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of the University against the Consultant Company or the Individual in respect of the provision of the Services.

5. EXPENSES

- 5.1 The University shall reimburse all reasonable expenses properly and necessarily incurred by the Consultant Company or the Individual in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment, provided that the University has agreed such expenses in advance.
- 5.2 If the Individual is required to travel abroad in the course of the Engagement, the Consultant Company shall be responsible for any necessary insurances, inoculations and immigration requirements.

6. OTHER ACTIVITIES

Nothing in this agreement shall prevent the Consultant Company or the Individual from being engaged, concerned or having any financial interest in

any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

- (a) such activity does not cause a breach of any of the Consultant Company's obligations under this agreement;
- (b) the Consultant Company shall not, and shall procure that the Individual shall not, engage in any such activity if it relates to a business which is similar to or in any way competitive with the University without the prior written consent of the University; and
- (c) the Consultant Company shall give priority to the provision of the Services to the University over any other business activities undertaken by it during the course of the Engagement.

7. INFORMATION AND UNIVERSITY PROPERTY

- 7.1 The Consultant Company acknowledges that in the course of the Engagement it and the Individual will have access to Confidential Information. The Consultant Company has therefore agreed to accept the restrictions in this clause 7.
- 7.2 The Consultant Company shall not, and shall procure that the Individual shall not (except in the proper course of its or his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:
- (a) any use or disclosure authorised by the University or required by law; or
 - (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant Company's or the Individual's unauthorised disclosure.
- 7.3 The Consultant Company acknowledges that the University is subject to the requirements of the Freedom Of Information Act 2000, (FOIA), and the Environmental Information Regulations 2004 (EIR) and the Consultant Company agrees to assist and cooperate with the University (at the Consultant Company's expense) as mandated by the University in relation to these laws.
- 7.4 Any requests for information received by the Consultant Company relating to the Engagement shall be forwarded to the University immediately.
- 7.5 At any stage during the Engagement, the Consultant Company will promptly on request return to the University all and any University Property in its or the Individual's possession.

8. DATA PROTECTION

- 8.1 The Consultant Company shall procure that the Individual consents to the University holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Individual including, as appropriate:
- (a) information about the Individual's physical or mental health or condition in order to monitor sickness absence;
 - (b) the Individual's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;
 - (c) information relating to any criminal proceedings in which the Individual has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties; and
- 8.2 The Consultant Company consents (and shall procure that the Individual consents) to the University making such information available regulatory authorities, governmental or quasi governmental organisations.
- 8.3 The Consultant Company shall comply, and shall procure that the Individual shall comply, with the University's data protection policy and relevant obligations under the Data Protection Act 1998 and associated codes of practice when processing personal data relating to any student, employee, worker, customer, supplier or agent of the University.

9. INTELLECTUAL PROPERTY

- 9.1 The Consultant Company warrants to the University that it has obtained from the Individual a written and valid assignment of all existing and future Intellectual Property Rights in the Works and of all materials embodying such rights and a written irrevocable waiver of all the Individual's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Individual has agreed to hold on trust for the Consultant Company any such rights in which the legal title has not passed (or will not pass) to the Consultant Company. The Consultant Company agrees to provide to the University a copy of this assignment on or before the date of this agreement.
- 9.2 The Consultant Company hereby assigns to the University all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant Company holds legal title in these rights and inventions on trust for the University.
- 9.3 The Consultant Company undertakes to the University:

- (a) to notify to the University in writing full details of all Inventions promptly on their creation;
- (b) to keep confidential the details of all Inventions;
- (c) whenever requested to do so by the University and in any event on the termination of the Engagement, promptly to deliver to the University all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or the Individual's possession, custody or power;
- (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the University; and
- (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the University,

and confirms that the Individual has given written undertakings in the same terms to the Consultant Company.

9.4 The Consultant Company warrants that:

- (a) it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
- (b) it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- (c) the use of the Works or the Intellectual Property Rights in the Works by the University will not infringe the rights of any third party,

and confirms that the Individual has given written undertakings in the same terms to the Consultant Company.

9.5 The Consultant Company agrees to indemnify the University and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the University, or for which the University may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant Company to the University during the course of providing the Services. The Consultant Company shall maintain adequate liability insurance coverage and ensure that the University's interest is noted on the policy, and shall supply a copy of the policy to the University on request. The University may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant Company.

- 9.6 The Consultant Company acknowledges that no further remuneration or compensation other than that provided for in this agreement is or may become due to the Consultant Company in respect of the performance of its obligations under this clause 9.
- 9.7 The Consultant Company undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the University and at any time either during or after the Engagement, as may, in the opinion of the University, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the University and to defend the University against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works. The Consultant Company confirms that the Individual has given written undertakings in the same terms to the Consultant Company.
- 9.8 The Consultant Company irrevocably appoints the University to be its attorney in its name and on its behalf to execute documents, use the Consultant Company's name and do all things which are necessary or desirable for the University to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the University, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

10. INSURANCE AND LIABILITY

- 10.1 The Consultant Company shall have liability for and shall indemnify the University for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant Company or the Individual or any Substitute engaged by it of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.
- 10.2 The Consultant Company shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the University and that the level of cover and other terms of insurance are acceptable to and agreed by the University.
- 10.3 The Consultant Company shall on request supply to the University copies of the Insurance Policies and evidence that the relevant premiums have been paid.

- 10.4 The Consultant Company shall notify the insurers of the University's interest and shall cause the interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by the University against the Consultant Company in respect of which the Consultant Company would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify the University directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify the University, the Consultant Company shall use all insurance monies received by it to indemnify the University in respect of any claim and shall make good any deficiency from its own resources.
- 10.5 The Consultant Company shall comply (and shall procure that the Individual complies) with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant Company is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant Company shall notify the University without delay.

11. TERMINATION

- 11.1 Notwithstanding the provisions of clause 2.2, the University may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Consultant Company (other than in respect of amounts accrued before the Termination Date) if at any time:
- (a) the Consultant Company or the Individual commits any gross misconduct affecting the University;
 - (b) the Consultant Company or the Individual commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the University;
 - (c) the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
 - (d) the Consultant Company or the Individual is, in the reasonable opinion of the University negligent or incompetent in the performance of the Services;
 - (e) the Individual is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
 - (f) the Consultant Company makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its

creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant Company;

- (g) the Individual is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 10 days in any 52-week consecutive period;
- (h) the Consultant Company or the Individual commits any fraud or dishonesty or acts in any manner which in the opinion of the University brings or is likely to bring the Individual, the Consultant Company or the University into disrepute or is materially adverse to the interests of the University;
- (i) the Consultant Company or the Individual commits any breach of the University's policies and procedures; or
- (j) the Consultant Company or the Individual commits any offence under the Bribery Act 2010.

11.2 The rights of the University under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant Company as having brought the agreement to an end. Any delay by the University in exercising its rights to terminate shall not constitute a waiver of these rights.

12. OBLIGATIONS ON TERMINATION

On the Termination Date the Consultant Company shall, and shall procure that the Individual shall:

- (a) immediately deliver to the University all University Property which is in its or his possession or under its or his control;
- (b) irretrievably delete any information relating to the University stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the University. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and
- (c) provide a signed statement that it or he has complied fully with its or his obligations under this clause 12.

13. STATUS

13.1 The relationship of the Consultant Company (and the Individual) to the University will be that of independent contractor and nothing in this agreement

shall render it (nor the Individual) an employee, worker, agent or partner of the University and the Consultant Company shall not hold itself out as such and shall procure that the Individual shall not hold himself out as such.

13.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant Company shall be fully responsible for and shall indemnify the University for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Individual in respect of the Services, where such recovery is not prohibited by law. The Consultant Company shall further indemnify the University against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the University in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual or any Substitute against the University arising out of or in connection with the provision of the Services.

13.3 The University may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Consultant Company.

13.4 The Consultant Company warrants that it is not nor will it prior to the cessation of this agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

14. NOTICES

14.1 Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the Consultant Company at its registered office for the time being; or (in the case of the University) to the University Procurement Office, Middlesex University, Hendon, The Burroughs, London NW4 4BT. Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.

14.2 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party

and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

15. ENTIRE AGREEMENT AND PREVIOUS CONTRACTS

Each party on behalf of itself acknowledges and agrees with the other party that:

- (a) this agreement together with any documents referred to in it constitutes the entire agreement and understanding between the Consultant Company and the University and supersedes any previous agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);
- (b) in entering into this agreement neither party has relied on any Pre-Contractual Statement; and
- (c) the only remedy available to it or arising out of or in connection with any Pre-Contractual Statement shall be for breach of contract. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.

16. VARIATION

No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

17. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

18. THIRD PARTY RIGHTS

- 18.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 18.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

19. GOVERNING LAW AND JURISDICTION

- 19.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or

claims) shall be governed by and construed in accordance with the law of England and Wales.

- 19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule Services

[THIS SHOULD INCLUDE THE FOLLOWING MATTERS:

- DETAILS OF THE WORK TO BE CARRIED OUT;
- THE LOCATION(S) WHERE THE SERVICES ARE TO BE PERFORMED;
- REPORTING PROCEDURE;
- ANY MILESTONES FOR COMPLETION OF PARTICULAR PROJECTS; AND
- WHETHER THE SERVICES WILL NEED TO BE PROVIDED TO ANY OTHER GROUP COMPANIES