

**THIS MEMORANDUM OF UNDERSTANDING** contains the **HEADS OF TERMS** (HOT) for a consulting services agreement and is dated and signed the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**EMPLOYED CONSULTANT)** consulting services agreement and

**BY:**

(1) <<Name of Self-employed Consultant>> of <<Address>> (“the Consultant”) and

(2) <<Name of Client>> [a company registered in England under number <<Company Registration Number>> with its registered office at] **OR** [of] <<insert Address>> (“Client”)

**1. Definitions**

In this HOT, the following expressions shall have the following meanings:

“**Consulting Services Agreement**”

the agreement described in Clause 3 and set out in the Detailed Terms of this HOT;

“**Detailed Terms**”

the detailed terms, conditions, and set out in the Consulting Services Agreement, the definitive version of the agreement and when they are agreed and set out in the Consulting Services Agreement;

“**Commercial Terms**”

the terms for the Consulting Services Agreement set out in sub-Clause 4 of this HOT, the terms which the Parties hereby agree to set out in the definitive version of those terms, if and when they are included amongst the Detailed Terms of the Consulting Services Agreement; and

“**Party**”

each of the Parties to this HOT.

**2. Purpose and Status of this HOT**

2.1 Except for Clause 6 (which shall be binding on the Parties), this HOT is not intended to be, and shall not be, a contract between the Parties.

(which shall be binding on the Parties), this HOT is not intended to be, and shall not be, a contract between the Parties.

2.2 The Parties have discussed the Commercial Terms in principle, but they have not yet agreed the definitive version of the Commercial Terms. The Parties shall agree all of the other terms of the Consulting Services Agreement.

The Parties shall discuss the Commercial Terms in principle, but they have not yet agreed the definitive version of the Commercial Terms. The Parties shall fully discuss, negotiate, draft, and agree all of the other terms of the Consulting Services Agreement.

2.3 The Parties intend to discuss, negotiate, draft, and agree all of the other terms of the Consulting Services Agreement as a Contract, and that, save for the Commercial Terms, the Consulting Services Agreement between the Parties will be a contract. The Parties shall discuss, negotiate, draft, and agree all of the other terms of the Consulting Services Agreement.

On or after the date of this HOT, they will fully discuss, negotiate, draft, and agree all of the other terms of the Consulting Services Agreement, and will sign a full written agreement containing those Detailed Terms of the Consulting Services Agreement, only if and when a Consulting Services Agreement which states that it is legally binding on the Parties is entered into between them relating to any consulting services which is legally binding on the Parties.

2.4 The Parties agree a full and complete oral or written statement of the terms of this HOT, no warranty, promise, or representation shall be made by either Party on the date of this HOT, and this HOT shall not be binding on the Parties until it is agreed and included as a term of the Consulting Services Agreement.

The Parties agree a full and complete oral or written statement of the terms of this HOT, no warranty, promise, or representation shall be made by either Party on the date of this HOT, and this HOT shall not be binding on the Parties until it is agreed and included as a term of the Consulting Services Agreement.





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[The Consultant must perform all obligations personally and may not do so through any employee.]

gations personally and may not do so through any employee.]

OR

[The Consultant may perform any or all of its obligations through any employee.]

y out any or all of its obligations through any employee.]

4.21 EITHER

[The Consultant may perform any of its obligations under the Consulting Services Agreement through any employee.]

ny of its obligations under the Consulting Services Agreement through any employee.]

OR

[The Consultant may perform any of its obligations under the Consulting Services Agreement through any individual[s] [or] [company[y]][ies].]

contract any of its obligations under the Consulting Services Agreement through any individual[s] [or] [company[y]][ies].]

OR

[The Consultant may perform any or all of its obligations under the Consulting Services Agreement, but only with the prior consent of the Client, such consent may be conditionally refused, withheld or delayed. Prior notice of intent to assign of the Consultant's obligations must be given to the Client [at least] <<state period>> must be given to the Client.]

contract any or all of its obligations under the Consulting Services Agreement, but only with the prior consent of the Client, such consent may be conditionally refused, withheld or delayed. Prior notice of intent to assign of the Consultant's obligations must be given to the Client [at least] <<state period>> must be given to the Client.]

4.22 The Consulting Services Agreement [only with the prior consent of the Client] must be given to the Client.

[not] be assignable by the Client [only with the prior consent of the Consultant]. The Consulting Services Agreement [only with the prior consent of the Consultant] to assign of [at least] <<state period>> must be given to the Consultant.]

5. Ongoing Discussion and Negotiations

5.1 The Parties will not be bound to continue or complete their discussions or negotiations to produce, or sign any Consulting Services Agreement.

ion to continue or complete their discussions or negotiations to produce, or sign any Consulting Services Agreement.

5.2 Nevertheless, but without prejudice to the Parties' intent in good faith to conduct discussions or negotiations as soon as reasonable, the Parties intend in a Consulting Services Agreement.

on to do so, the Parties intend in good faith to conduct discussions or negotiations as soon as reasonable in a Consulting Services Agreement.

5.3 Either Party may, but without prejudice to the other, at any time and for any reason, and without liability to the other, terminate their discussions or negotiations, consulting services agreement between them, and this HOT shall thereupon cease.

the other, at any time and for any reason, and without liability to the other, terminate their discussions or negotiations, consulting services agreement between them, and this HOT shall thereupon cease.

5.4 If a Consulting Services Agreement is entered into, it will supersede and replace this HOT by this Clause 5.3.

tered into, it will supersede and replace this HOT by this Clause 5.3.

6. Confidentiality

6.1 Each Party ("the Disclosing Party") shall not disclose or make available to the Other Party any confidential information concerning the business, affairs, customers, clients, or other Party which is or might be relevant to a sales agreement between the Parties ("Confidential Information"), the Disclosing Party shall not use or disclose that Confidential Information for the evaluation, discussion or negotiation of a contract with the Other Party or the

es to the Other Party that in the course of the performance of the Consulting Services Agreement or making available to the First Party any confidential information concerning the business, affairs, customers, clients, or other Party which is or might be relevant to a sales agreement between the Parties ("Confidential Information"), the Disclosing Party shall not use or disclose that Confidential Information for the evaluation, discussion or negotiation of a contract with the Other Party or the

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- 6.2 Neither Party is leg... any Confidential In... and negotiations re... Parties anticipate... Information to each
- 6.3 Neither Party shall... for any inaccuracie... supplies or makes a
- 6.4 If at any time eithe... Information provide... Party shall do so pr... the same.
- 6.5 Each Party acknow... inadequate remedy... specific performanc... defaulting Party in t... 6 without prejudice... in relation to such th
- 6.6 In this Clause 6:
  - 6.6.1 "Data Prote... from time to... not limited to... General Da... applicable E... long as, and... any success
  - 6.6.2 "personal da... Legislation.
- 6.7 If in connection wi... otherwise processe... other Party ("Other
  - 6.7.1 for the purpo... agreement o... Services Ag
  - 6.7.2 in accordanc... the rights un... the rights un
  - 6.7.3 in accordanc... Party's Priv... available on... before the d
- 6.8 Any personal data... connection with this... a Data Sharing Agr... occurs.

**7. Law and Jurisdiction**

- 7.1 This HOT, and th

ement.

make available to the Other Party in connection with their discussions and negotiations re... Consulting Services Agreement, the Other Party shall not make available Confidential Information to each

neither Party shall have any liability to the Other Party for any inaccuracie... Confidential Information that it supplies or makes a... ty.

er Party to return any Confidential Information provided to the Other Party, the Other Party shall destroy any copies it has made of the same.

at damages alone would be an inadequate remedy in respect of Clause 6, and that an injunction, if awarded against the defaulting Party in respect of an actual breach by it of this Clause, should be awarded against the defaulting Party in respect of such remedies that either Party may have available to it.

s all legislation in force in the UK relating to data protection and privacy including, but not limited to the Data Protection Act 2018, EU Regulation 2016/679 ("GDPR") and any other directly or indirectly applicable E... data protection and privacy (for as long as, and in so far as, the law has legal effect in the UK) and any other legislation in force in the UK relating to data protection and privacy;

as defined in the Data Protection Legislation.

y ("First Party") collects, holds or processes personal data when First Party undertakes to the Other Party in connection with the discussion, negotiation, drafting, and execution of the Consulting Services Agreement and entering into the Consulting Services Agreement.

f Data Protection Legislation and the Data Protection Legislation of the Other Party and the Data Protection Legislation of any third party;

s Privacy Notice. A copy of each of the Other Party's Privacy Notices in the Schedule to this HOT][is provided to the Other Party on or before the date of the HOT]

rst Party with the Other Party in connection with this HOT only in accordance with the terms of the Consulting Services Agreement between the Parties before any such sharing occurs.

otiations between the Parties in

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connection with a p  
or claims arising o  
actual Consulting S  
accordance with, th

Services Agreement, and all disputes  
with this HOT or the proposed or  
be governed by, and construed in  
ales.

7.2 [Subject to Clause  
between the Parties  
Services Agreement  
and Wales.]

controversy, proceedings or claim  
the proposed or actual Consulting  
isdiction of the courts of England

7.3 [Any dispute, contr  
to this HOT or the p  
dealt with by means  
follows: <<set out  
resolution and/or ar

claim between the Parties relating  
ulting Services Agreement is to be  
resolution] [and/or] [arbitration] as  
g details of alternative dispute

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The [Work] [Project] [Assignment] is as follows:

<<Insert description>>

**Attach a copy of each Part referenced in Clause 6.7.3**

**EITHER**

[SIGNED on the above date for and on behalf of <<name of Client>>]:

By <<Name and Title of person signing>>

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\_\_\_\_\_  
Authorised Signature]

**OR**

[SIGNED on the above date by <<

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\_\_\_\_\_  
Signature]

**AND**

SIGNED on the above date by <<Name and Title of person signing>>

\_\_\_\_\_  
Signature

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