

THIS MEMORANDUM OF UNDERSTANDING (HOTS) (THIS "HOTS") contains the **HEADS OF TERMS ("HOT")** for a consulting services agreement and is dated and signed the _____ day of _____

BY:

- (1) <<Name of Consultant>> [a company registered in England under number <<Company Registration Number>>] (the "Consultant") and
- (2) <<Name of Client>> [a company registered in England under number <<Company Registration Number>>] (the "Client")

1. Definitions

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

"Consulting Services Agreement"

"Detailed Terms"

"Commercial Terms"

"Party"

2. Purpose and Status of this HOTS

- 2.1 Except for Clause 6 (Warranty), this HOTS is not intended to be, and shall not constitute, a contract.
- 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 agree to 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 an agreement as a Consulting Services Agreement containing those Detailed Terms, and that, said agreement, when signed by the Parties, will constitute a contract between them as a contract.
- 2.4 The Parties agree that, without prejudice to any oral or written statement or agreement, no warranty, promise, or representation (whether before, on, or after

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contains the consulting services agreement and is dated and signed the _____ day of _____

registered in England under number <<Company Registration Number>>] (the "Consultant") and

registered in England under number <<Company Registration Number>>] (the "Client")

the following meanings:

described in Clause 3 and of this HOTS;

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

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

Parties to this HOTS.

(depending on the Parties), this HOTS is not intended to be, and shall not constitute, a contract (depending on the Parties).

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

The Parties intend to discuss, negotiate, draft, and agree an agreement as a Consulting Services Agreement containing those Detailed Terms, and that, said agreement, when signed by the Parties, will constitute a contract between them as a contract.

The Parties agree that, without prejudice to any oral or written statement or agreement, no warranty, promise, or representation (whether before, on, or after

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the date of this H
consulting services
an express term of

effect in relation to the proposed
and until it is agreed and included as
Agreement.

3. Consulting Services Agree

The Consulting Services A
agreement between the P
consultant of Client on the
will contain all of and
understandings and other
services arrangements bet

written signed consulting services
will appoint the Consultant as a
the Consulting Services Agreement
conditions, working arrangements,
ng, and relating to such consulting

4. Commercial Terms

The following Commercial
them will form part of the D

inciple, and the definitive version of
ulting Services Agreement:

4.1 The appointment of
will commence on <

the Consulting Services Agreement

4.2 The period of the a
be from that date a
the Consulting S
[Assignment] is co
years>>] subject
Services Agreement

consulting Services Agreement will
terminated pursuant to the terms of
OR [until the [Work] [Project]
ert period of time in months or
ion provided by the Consulting

4.3 The expertise of the

t <<describe here>>.

4.4 The [Work] [Project]
out in the Schedule

undertaken by the Consultant is set

4.5 The responsibilities
[Assignment] are as

relation to the [Work] [Project]
e>>.

4.6 The Consultant's re

ated and payable as follows:

4.6.1 The Consult
will pay it <<

amount or rate>> and the Client
y>>.

4.6.2 [A retainer w
OR

[A retainer o
<<state whe

also] be payable. It will be payable

4.7 All amounts of ren
chargeable. If VAT
relevant rate applica

s HOT are exclusive of any VAT
e added to those amounts at the

4.8 All remuneration du
Consultant must pro
VAT thereon] due b

state method of payment>>. [The
invoice for remuneration [plus the

4.9 [In addition to pa
Consultant's expen
and any limits on
approved the type
committed by the C

, the Client will reimburse the
type/s of expenses reimbursable
>> [provided that the Client has
case before it is expended or

OR

[The Client will [not

onsultant's expenses.]

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4.10 The Contractor and the Consultant will accordingly be responsible for tax and NI on remuneration paid to the Consultant.

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4.11 [The Consultant [may] use the Client's goods or materials for the purpose of it carrying out all of the [Work] under the Consulting Services Agreement [except where the Consultant is unable to supply or arrange supply of any particular goods or materials for an instance] OR [except where the Consultant is able to supply at a lower cost].]

4.12 The reporting obligation will be as follows: <<describe frequency, contents [quarterly] [half yearly] after the end of the period>>

4.13 [The Consultant must provide indemnity cover of at least <<state amount>>.]

4.14 [The Consultant will provide indemnity in the Consulting Services Agreement for third party claims of the following type/s <<state and indemnity will be limited to the types of loss etc not covered>> and will be limited to [an aggregate for all events] OR [for each event]. The indemnity will not apply to any amount attributable to default of the Client.]

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4.15 [The Consultant will provide indemnity in the Consulting Services Agreement for non/poor performance of the following type/s <<state and indemnity will be limited to the types of loss etc not covered>> and will be limited to [an aggregate for all instances] OR [for each instance].]

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4.16 [Any intellectual property created or carried out by the Consultant in the [Consulting Services Agreement] will vest in the [Client] [Company] [Organization] under those rights to use the [Work] [Project] [Assignment] granted by the Consulting Services Agreement to the [Client] [Company] [Organization] subject to the following conditions and limitations: <<describe>>]

4.17 The Consultant will provide access to the Client's premises [on the following basis: <<describe>>]

4.18 [If the Consultant fails to comply with its [material] obligations in [material] respect] to perform any

4.18.1 [the Client may terminate the Consulting Services Agreement;]

4.18.2 [<<describe consequences>>.]

4.19 On termination of the Consulting Services Agreement:

4.19.1 [The confidentiality and non-disclosure obligations under the Consulting Services Agreement [shall] [not] remain effective [for a further period of <<state period>>].]

4.19.2 [The Consultant must not poach any of the staff of the Client [Company] [Organization] [and] [shall] [not] remain effective [for a further period of <<state period>>] after the end of the Consulting Services Agreement.]

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4.20 EITHER

[All of the obligation Consultant by one of

all be carried out on behalf of the ers of the Consultant]

OR

[All of the obligation Consultant by the names are <<insert

all be carried out on behalf of the cer[s]] of the Consultant whose

and not by any of consent of the Client to engage on purpose, where it p that the person in e the Consultant. Wh Client may not unre

pany[y][ies] except with the prior consultant's written proposal to the dual[s] or company[y][ies]. For this], the Consultant shall state either e or is instead a subcontractor of s such proposal to the Client, the d or delay such consent.

4.21 The Consulting Se [only with the prid Agreement will [no consent of the Client period>> must be g

not] be assignable by the Client ultant]. The Consulting Services e Consultant [only with the prior tion to assign of [at least] <<state Consultant.]

5. Ongoing Discussion and

5.1 The Parties will no discussions or neg Services Agreement

ion to continue or complete their produce, or sign any Consulting

5.2 Nevertheless, but v good faith to condu as soon as reasona

on to do so, the Parties intend in a Consulting Services Agreement

5.3 Either Party may, b or no reason, and discussions or ne between them, and cease.

the other, at any time and for any ility to the other, terminate their consulting services agreement below, this HOT shall thereupon

5.4 If a Consulting Se replace this HOT b Clause 5.3.

tered into, it will supersede and , this HOT shall stand, subject to

6. Confidentiality

6.1 Each Party ("the consideration of th Party any confident customers, clients, relevant to a sales Information"), the Information for any negotiation of a co recording of it in a C

es to the Other Party that in or making available to the First l concerning the business, affairs, ther Party which is or might be etween the Parties ("Confidential se or disclose that Confidential or the evaluation, discussion or ment with the Other Party or the ement.

6.2 Neither Party is leg any Confidential In and negotiations re Parties anticipate Information to each

make available to the Other Party nnection with their discussions nsulting Services Agreement, the or make available Confidential

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- 6.3 Neither Party shall have any liability to the Other Party for any inaccuracies in any Confidential Information that it supplies or makes available to the Other Party.
- 6.4 If at any time either Party provides Confidential Information to the Other Party, the Other Party shall do so promptly and shall destroy any copies it has made of the same.
- 6.5 Each Party acknowledges that damages alone would be an inadequate remedy for breach of Clause 6, and that an injunction, specific performance or other equitable relief, should be awarded against the defaulting Party in the event of an actual breach by it of this Clause in addition to any other remedies that either Party may have available.
- 6.6 In this Clause 6
 - 6.6.1 "Data Protection Legislation" means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy, including but not limited to, the UK GDPR (the retained version of the EU General Data Protection Regulation ((EU) Regulation (EU) 2016/679), and the Data Protection Act 2018 (and regulations made thereunder) and the Data Protection Regulations of England and Wales, Scotland, Northern Ireland and Gibraltar (the "Data Protection Regulations").
 - 6.6.2 "personal data" has the meaning as defined in the Data Protection Legislation.
- 6.7 If in connection with the performance of this HOT or otherwise processed by or for the Other Party ("Other Party")
 - 6.7.1 for the purposes of the discussion, negotiation, drafting, and agreement of this HOT and entering into the Consulting Services Agreement;
 - 6.7.2 in accordance with the Data Protection Legislation and the rights under the Data Protection Legislation of the Other Party and the rights under the Data Protection Legislation of any third party;
 - 6.7.3 in accordance with the Other Party's Privacy Notice. A copy of each of the Other Party's Privacy Notices is available on the Other Party's website and is provided to the Other Party on or before the date of the execution of this HOT.
- 6.8 Any personal data shared by the Other Party with the Other Party in connection with this HOT shall be shared only in accordance with the terms of any Data Sharing Agreement entered into by the Parties before any such sharing occurs.

7. Law and Jurisdiction

- 7.1 This HOT, and the negotiations between the Parties in connection with a proposed HOT, the Consulting Services Agreement, and all disputes arising out of or in connection with this HOT or the proposed or actual Consulting Services Agreement shall be governed by, and construed in accordance with, the law of England and Wales.

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

controversy, proceedings or claim the proposed or actual Consulting jurisdiction 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>>

Authorised Signature]

OR

[SIGNED on the above date by <<Name of Consultant>>]:

Signature]

AND

[SIGNED on the above date for and on behalf of <<Name of Consultant>>]:

By <<Name and Title of person signing>>

Authorised Signature

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