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THIS MEMORANDUM OF UNDERSTANDING (HOT) is dated and signed the

BY (CONSULTANT) contains the (HOT) for a proposed consulting agreement is dated and signed the

**BY:**

(1) <<Name of Consultant>> (<<Company Registration Number>> ("the Consultant")) and

registered in England under number <<insert Address>>

(2) <<Name of Client>> [a company (<<Company Registration Number>> with (<<insert Address>> ("Client"))

registered in England under number <<Company Registration Number>> at] OR [of] <<insert Address>>

**1. Definitions**

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

the following meanings:

**"Consulting Services Agreement"**

the agreement described in Clause 3 and sub-Clause 4 of this HOT;

**"Detailed Terms"**

the detailed terms, conditions, and other matters 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 the definitive version of those terms, if and when they are included amongst the Detailed Terms of the Consulting Services Agreement; and

**"Party"**

the Parties to this HOT.

**2. Purpose and Status of the 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, binding on the Parties.

binding on the Parties), this HOT is not intended to be, and shall not be, binding on 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 intend to fully discuss, negotiate, draft, and agree all of the other terms of the Consulting Services Agreement.

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

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

On 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 and when they are agreed and set out in the Consulting Services Agreement.

2.4 The Parties agree that the HOT is not intended to be, and shall not be, binding on the Parties.

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warranty, promise, the date of this H consulting services an express term of

ment (whether before, on, or after effect in relation to the proposed and until it is agreed and included as Agreement.

3. Consulting Services Agreement

The Consulting Services Agreement 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 terms will form part of the D

inciple, and the definitive version of Consulting 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 t Services Agreement

onsulting Services Agreement will terminated pursuant to the terms of OR [until the [Work] [Project] bert 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

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- 4.10 The Consultant is [The Client will [not] reimburse the Consultant's expenses.] Contractor and the Consultant will accordingly be responsible for [their] own tax and NI on remuneration paid to the Consultant.
- 4.11 [The Consultant [must] provide for the supply of goods or materials [for] all of the [Work] [Project] [Assignment] under the Consulting Services Agreement [except where the Consultant is unable to supply or arrange supply of goods or materials at a lower cost] OR [except where the Consultant is able to supply or arrange supply of goods or materials at a lower cost].]
- 4.12 The reporting obligations [shall] be as follows: <<describe reporting frequency, contents [monthly] [quarterly] [half yearly] [state number of days or weeks]>>
- 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 types of loss etc not covered>> and indemnity will be limited to <<state aggregate for all events>>] OR [for each event]. The indemnity will not apply to any amount attributable to default of the Client.]
- 4.15 [The Consultant will provide indemnity in the Consulting Services Agreement for non/poor performance of the following type/s <<state types of loss etc not covered>> and indemnity will be limited to <<state aggregate for all instances>>] OR [for each instance].]
- 4.16 [Any intellectual property created or developed by the Consultant in the course of carrying out the [Work] [Project] [Assignment] under those rights to use the [Work] [Project] [Assignment] created or developed by the Consultant shall vest in the [Client] [Company] [Organization] subject to the following conditions and limitations: <<describe limitations>>]
- 4.17 The Consultant will [be based] at the Client's premises [on the following basis: <<describe basis>>]
- 4.18 [If the Consultant fails to perform any of its [material] obligations under the Consulting Services Agreement;]  
 4.18.1 [the Client must terminate the Consulting Services Agreement;]  
 4.18.2 [<<describe consequences>>.]
- 4.19 On termination of the Consulting Services Agreement:  
 4.19.1 [The confidentiality obligations under the Consulting Services Agreement [shall] 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] after the end of the Consulting Services Agreement [and for a period of <<state period>>]]

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4.20 EITHER

[All of the obligation  
Consultant by one of

all be carried out on behalf of the  
[Officers of the Consultant]

OR

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

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

and not by any of  
consent of the Client  
Client to engage or  
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  
[Individual[s] or company[y][ies]. For this  
], the Consultant shall state either  
[is or is instead a subcontractor of  
] such proposal to the Client, the  
[and or delay such consent.

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

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

5. Ongoing Discussion and

5.1 The Parties will not  
discussions or nego  
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  
[ability to the other, terminate their  
consulting services agreement  
below, this HOT shall thereupon

5.4 If a Consulting Services Agreement  
replace this HOT b  
Clause 5.3.

entered into, it will supersede and  
[replace this HOT], this HOT shall stand, subject to

6. Confidentiality

6.1 Each Party ("the  
consideration of the  
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  
[Information] concerning the business, affairs,  
[the Other Party which is or might be  
] between the Parties ("Confidential  
[Information]"), the Party shall not  
[disclose or disclose that Confidential  
] or the evaluation, discussion or  
[agreement with the Other Party or the  
] agreement.

6.2 Neither Party is leg  
any Confidential In  
and negotiations re

make available to the Other Party  
[in connection with their discussions  
] Consulting Services Agreement, the

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Parties anticipate  
Information to each

or make available Confidential

6.3 Neither Party shall  
for any inaccuracies  
supplies or makes a

ve any liability to the Other Party  
any Confidential Information that it  
ty.

6.4 If at any time either  
Information provide  
Party shall do so pr  
the same.

er Party to return any Confidential  
it to the Other Party, the Other  
destroy any copies it has made of

6.5 Each Party acknow  
inadequate remedy  
specific performanc  
defaulting Party in t  
6 without prejudice  
in relation to such th

at damages alone would be an  
Clause 6, and that an injunction,  
ef, should be awarded against the  
r actual breach by it of this Clause  
remedies that either Party may have  
ch.

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

s all legislation in force in the UK  
rotection and privacy including, but  
ct 2018, EU Regulation 2016/679  
("GDPR") and any other directly  
data protection and privacy (for as  
aw has legal effect in the UK) and  
data protection and privacy;

6.6.2 "personal da  
Legislation.

as defined in the Data Protection

6.7 If in connection with  
otherwise processe  
other Party ("Other

y ("First Party") collects, holds or  
en First Party undertakes to the

6.7.1 for the purpos  
agreement o  
Services Ag

discussion, negotiation, drafting, and  
and entering into the Consulting

6.7.2 in accordanc  
the rights un  
the rights un

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

6.7.3 in accordanc  
Party's Priv  
available on  
before the d

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

6.8 Any personal data  
connection with this  
a Data Sharing Agre  
occurs.

rst Party with the Other Party in  
ly in accordance with the terms of  
he Parties before any such sharing

**7. Law and Jurisdiction**

7.1 This HOT, and th  
connection with a p  
or claims arising o  
actual Consulting S  
accordance with, th

otiations between the Parties in  
vices Agreement, and all disputes  
with this HOT or the proposed or  
be governed by, and construed in  
ales.

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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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