

## Consultant Agreement

Cover Sheet

Between  
**Insert Name of Company Here**  
 And  
**Insert Name of Consultant here**

Project Name/Number:	<a href="#">Click here to enter text.</a>
Company Name:	<a href="#">Click here to enter text.</a>
Company Address:	<a href="#">Click here to enter text.</a>
Consultant Name:	<a href="#">Click here to enter text.</a>
Consultant Address:	<a href="#">Click here to enter text.</a>
Mobile Phone:	<a href="#">Click here to enter text.</a>
Email Address:	<a href="#">Click here to enter text.</a>
Title/Position (if applicable):	...
Number of input days (not to exceed 180 days)	...
Commencement Date:	<a href="#">Click here to enter a date.</a>
Completion Date:	<a href="#">Click here to enter a date.</a>
Effective Date of this Agreement:	<a href="#">Click here to enter a date.</a>
Jurisdiction:	Jurisdiction is where the agreement will be enforced; usually the location of the Palladium entity that is engaging the individual
Project Location:	<a href="#">Click here to enter text.</a>
Currency of Agreement:	<a href="#">Click here to enter text.</a>
Client:	<a href="#">Click here to enter text.</a>
Team Leader:	<a href="#">Click here to enter text.</a>
Operations Manager:	<a href="#">Click here to enter text.</a>
Project Director:	<a href="#">Click here to enter text.</a>
Emergency contact details and phone number for Consultant:	...

Signed by the duly authorised  
Representative of the Company:

Signed by the Consultant:

Name: ...

Name: ...

Position: ...

Position: Consultant

Date: [Click here to enter a date.](#)

Date: [Click here to enter a date.](#)



This **Consultant Agreement** (“Agreement”) is entered into on the Effective Date by and between the Company and the Consultant (as those terms are defined in the Cover Sheet):

The Company and the Consultant are referred to individually as ‘party’ and collectively as the ‘parties’ in this Agreement.

#### BACKGROUND:

1. The Company is required to provide services for the implementation of the project described in the Cover Sheet to this Agreement and in Schedule A (‘the Project’).
2. The Consultant has represented that the Consultant is ready, willing, and able to provide services to the Company.
3. Based on the Consultant’s representations, the Company has decided to engage the Consultant as set out in this Agreement.
4. The Consultant has agreed to provide the services as defined in this Agreement for the consideration and on the terms and conditions contained in this Agreement.

#### TERMS AND CONDITIONS:

##### **1. Schedules and definitions**

- 1.1 The Schedules to this Agreement are as follows and form part of the terms and conditions of this Agreement:

Schedule A – Terms of Reference/Scope of Services and Deliverables

Schedule B – Consideration and Payment Terms

Schedule C – Policies, Guidelines and Procedures

- 1.2 Words and expressions identified or defined in the Schedules and in the remainder of this Agreement shall have the identified or defined meaning assigned to them, unless the context otherwise requires.
- 1.3 The Cover Sheet to this Agreement forms part of the terms and conditions of this Agreement.
- 1.4 Head Contract means and refers to the main contract entered into with the Client for the implementation of the Project.
- 1.5 The individuals fulfilling the roles of Project Director, Operations Manager and Team Leader can be changed by the Company.

##### **2. Scope of Work**

- 2.1 The Consultant shall provide all the services as specified in the Terms of Reference /Scope of Services in Schedule A (“the Services”) and the other terms of this Agreement or as alternatively directed by the Company in writing from time to time. The Consultant will be required to complete and submit to the Company/the Project, a signed time sheet in the form/template supplied to the Consultant by the Company/the Project and at such frequency as the Company shall direct. The timesheet will include the number of productive hours the Consultant has worked on a daily basis, up to a daily hours cap specified by the Company (or the Head Contract, if applicable).
- 2.2 Where the Consultant is required to possess a visa or work permit to perform the Services, the Consultant acknowledges that this Agreement is conditional and dependent upon the Consultant obtaining, possessing and retaining a valid visa or work permit for the performance of the Services and the Consultant shall provide full details of any visa or work permit to the Operations Manager.
- 2.3 Where the Consultant wishes any part of the Services to be provided by someone other than the Consultant, the Consultant shall first obtain the written approval of the Company to the individual(s)

proposed and the particular Services involved. Approval will be at the discretion of the Company. Where approval is given, the Consultant acknowledges that, notwithstanding any such delegation of a part of the Services, the Consultant remains responsible for the performance of all of the Services in accordance with the terms of this Agreement and the Consultant will ensure that any such individual(s) will comply with the terms and conditions set out in this Agreement (including, without limitation, the requirements of Schedule C).

2.4 The Consultant shall:

2.4.1 Exercise the highest standard of skill, care, ability, diligence and ethical conduct that would be expected of an expert professional provider of work such as the Services;

2.4.2 Act in good faith and in the best interests of the Company and the Client;

2.4.3 Notify the Company as soon as it becomes aware of any event, issue or circumstances which may adversely affect the performance of the Consultant's Services or may adversely affect the Company, the Client or the Project; and

2.4.4 Comply with all laws, regulations and other statutory requirements ("Laws") affecting the performance of the Services, including all Laws of the Project Location and the place of the performance of the Services.

2.5 The Company may, at its reasonable discretion, amend or reject any of the Services made or carried out by the Consultant if unsatisfied with the quality or any other aspect of the Services. If required to do so by the Company, the Consultant shall promptly correct any rejected Service or item of work in the Consultant's own time (and no payment shall be made for any such amendment or correction to any part of the Services supplied).

2.6 The Consultant is aware that, in entering into this Agreement, the Consultant may be bound by certain provisions of the Official Secrets Acts 1911 to 1989 (UK).

### **3. Consideration and Payment Terms**

3.1 In consideration for the Services provided, the Company shall pay the Consultant a fee as specified in Schedule B (Consideration and Payment Terms) and Clause 3.2 upon submission of an invoice or invoices as specified in Schedule B.

3.2 Within 7 days of being eligible for payment, the Consultant shall submit an invoice to the Company detailing the Services provided in the invoice form/template that will be supplied to the Consultant by the Company/the Project. All undisputed payments to the Consultant shall be made within thirty (30) days of receipt of a valid invoice. If there are any disputed charges, the Company will notify the Consultant and the parties shall work together in good faith to resolve such disputes. The Company may require the Consultant to submit additional information to assist in determining whether an amount is payable or not.

### **4. Taxes and other statutory deductions**

4.1 The Consultant agrees that the Consultant will provide the Services as an independent contractor and, as such, will bear sole responsibility for the payment of any tax, including but not limited to income tax, which may be found due from the Consultant in relation to any payments or arrangements made under this Agreement. The Company shall not be liable, under any circumstances, for the Consultant's tax obligations that may arise in connection with this Agreement. Both parties agree that, if required by the Laws of any countries in which the Services are provided or the Laws governing this Agreement, if different, the Company may make necessary deductions from the Consultant's fee. In all other cases, the Consultant is entirely responsible for making all legal and statutory payments.

### **5. Head Contract**

5.1 The Consultant acknowledges that under the Head Contract, the Company is required to ensure this Agreement adequately protects the interests of the Client and ensures compliance with the Client's policies and other requirements.

5.2 The Consultant shall comply with all parts of the Head Contract that have relevance to and/or impact on the provision of the Services which are advised by the Company to the Consultant. The Consultant shall take such steps and give all reasonable assistance so as to enable the Company to comply with the relevant elements of the Head Contract so advised by the Company and the Company shall supply all relevant information about the terms of the Head Contract to enable the Consultant to comply with the obligations in this clause.

## **6. Independent Contractors**

6.1 The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. This Agreement shall not be construed as an authority for either party to act for the other party in an agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other.

## **7. Period of input and Termination**

7.1 The provision of Services shall begin on the Commencement Date and shall end on the Completion Date (both as set out in the Cover Sheet to this Agreement) and the number of input days shall be as set out in the Cover Sheet to this Agreement (and shall not in any event be longer than 180 days). Either party may, without cause, terminate this Agreement before its expiry, by giving to the other fourteen (14) days' written notice.

7.2 Notwithstanding the above, the Company shall be entitled to terminate this Agreement immediately by written notice if the:

7.2.1 Consultant breaches a provision of this Agreement and the Consultant does not remedy such breach to the satisfaction of the Company within five (5) working days from the date of written notice by the Company to the Consultant requiring the breach to be remedied;

7.2.2 Services of the Consultant are considered by the Company (in its sole discretion) to be unsuitable or the quality of any part or aspect of the Services is considered to be unsatisfactory or sub-standard in nature;

7.2.3 Consultant fails to perform the Services as stated in this Agreement or is in breach of any part of the Company's Code of Conduct or any of the policies or procedures listed in Schedule C;

7.2.4 Consultant behaves in a way that is fundamentally inconsistent with the conduct of a technical professional including serious misconduct or other conduct that is likely to (or does) bring the Company, the Project or the Client into disrepute;

7.2.5 Company or the Client considers that the Consultant has a conflict of interest in continuing to provide the Services and that steps cannot be put in place to reduce any risk from such conflict of interest to a level acceptable to the Company and/or the Client;

7.2.6 Consultant is convicted of a criminal offence;

7.2.7 Head Contract is terminated or suspended;

7.2.8 Company exercises its rights set out in Clause 8.3;

7.2.9 Consultant provides to the Company a clear indication that the Consultant will not or is unable to perform the Services; or

7.2.10 The Client confirms that the services of the Consultant are no longer required.

7.3 On termination or earlier expiry of this Agreement, the Consultant shall continue to be bound by the confidentiality provisions as stated in this Agreement.

7.4 On termination or earlier expiry of this Agreement, the Consultant will be entitled to payment for all work in respect of the terminated Services that are satisfactorily completed before the effective date of termination, including those which have not been invoiced provided they are not in dispute with the Company.

7.5 Upon termination or earlier expiry of this Agreement, the Consultant agrees to:

7.5.1 Immediately return to the Company all Confidential Information and other materials or documents relating to the Services that are in the Consultant's possession (completing and handing over any on-going work in any notice period, if applicable);

- 7.5.2 Vacate and cease to use the premises of the Company that may have been made available to the Consultant for providing the Services;
- 7.5.3 In the event that the Consultant is providing the Services under a visa for the Project, ensure that the Consultant exits the country within a week of termination by the Company or in accordance with the immigration laws of the country in which the Services are provided (whichever is sooner).

## **8. Force Majeure**

- 8.1 The Consultant must immediately notify the Company of the occurrence of an event considered as Force Majeure by the Consultant. The Consultant must take reasonable precautions, due care and reasonable alternative measures in order to mitigate the effects of the Force Majeure. The Consultant must submit to the Company, reasonable proof of the nature and expected duration of the Force Majeure event and its effect upon the performance of the Services by the Consultant.
- 8.2 For the purposes of this Agreement, Force Majeure means unforeseen events not within the control of either party, including but not limited to, Laws, 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.
- 8.3 Upon receipt of such notification from the Consultant, the Company must decide whether or not such event constitutes Force Majeure. If the Company considers an event of Force Majeure has occurred, the Company may, in its sole discretion, suspend or amend the performance of the obligations by the Consultant under this Agreement until such time as the events constituting Force Majeure have ceased and, if such suspension or amendment is not reasonably practical, as assessed by the Company, terminate this Agreement by providing written notice of not less than seven (07) days to the Consultant. In the case of termination, the provisions of clause 7 (Period of input and Termination) shall apply.

## **9. Expenses**

- 9.1 Subject to the terms set out in Schedule B, the Consultant shall be permitted to obtain re-imbusement for official expenses properly incurred for the purpose of performance of the Services, provided such expenses are reasonable and have been approved in writing in advance by the Operations Manager or Team Leader. The Consultant shall provide proper documentation and proof of payment (original receipts, bills etc.) evidencing all the expenses incurred by the Consultant within thirty (30) days of incurring such expense(s), failing which the Company shall not be liable to reimburse. The Company will provide the Consultant with details of eligible expenses for the Project (which may change from time to time) on written request from the Consultant.

## **10. Policies, Procedures and Conflicts of Interest**

- 10.1 The Consultant confirms that the Consultant has been made aware of, has read and understood and will follow all the policies, guidelines and procedures listed or referred to in Schedule C.
- 10.2 The Consultant confirms that the Consultant understands that the policies and other documents listed or referred to in Schedule C may change from time to time and that it is the Consultant's responsibility to keep updated on a regular basis.
- 10.3 The Consultant agrees to attend and complete all mandatory training provided by the Company in connection with the Company's policies, guidelines and procedures on request by the Company and accepts that failure to complete any such training will be a breach of this Agreement entitling the Company to terminate this Agreement by immediate written notice.
- 10.4 The Consultant will also comply with and follow all Standard Operating Procedures and Guidelines, Procedural Manuals and Safety and Security Plans for the Project.
- 10.5 The Consultant agrees not to engage in any activity, practice or conduct that conflicts with or appears to conflict with the interests of the Company, the Client or the Project and confirms that, as at the date of this Agreement, no conflict of interest exists or is likely to arise in the provision of the Services.

- 10.6 Notwithstanding the above, nothing in this Agreement prevents the Consultant from providing similar services to third parties that do not in any way prejudice the provision of the Services to the Company under this Agreement.
- 10.7 The Consultant agrees to notify the Company immediately of any situation involving an actual or potential conflict of interest which may arise in the course of the provision of the Services and the performance by the Consultant of any obligation pursuant to this Agreement (and will complete a Conflict of Interest Declaration if and when requested to do so by the Company).

## **11. Consultant Representations and Warranties**

- 11.1 The Consultant represents to the Company that the Consultant is duly qualified to perform the Services and has the requisite qualifications, knowledge, experience and ability to perform the Services for the Company in accordance with the requirements of this Agreement. The Consultant acknowledges and agrees that the Company's decision to engage the Consultant was made on the basis of the representations, statements and information furnished by the Consultant to the Company. In this connection, the Consultant warrants and represents that all such representations, statements and information are true and correct. The Consultant agrees to inform the Company, in writing, of any changes in such representations, statements and information promptly and, in any case, within three (3) days of such change.
- 11.2 The Consultant shall observe and comply with all directions of the Company issued through its management and authorised personnel and with all policies, rules and regulations. The Consultant further agrees to comply with all the reasonable requests, instructions and regulations made by the Company (or by anyone authorised by it) and give to the Company such explanations, information and assistance as the Company may reasonably require.
- 11.3 The Consultant agrees and undertakes that the Consultant shall not, in the provision of the Services, accept or offer or pay or give any inducements or gratification or bribes or indulge in any acts or omissions or conduct which would amount to an offence under any Law for the time being in force.
- 11.4 The Consultant agrees to the Company storing and processing the Consultant's personal data for the purposes of a) managing this Agreement, b) making any relevant payments, c) receiving the benefit of the Services and delivering services to the Client and d) discussing, scoping or managing any future engagements between the Consultant and the Company (or related companies of the Company). Further, the Consultant consents to the Company exporting such personal data overseas for the purposes referred to in this clause, where such transfer is undertaken in accordance with relevant Laws.
- 11.5 The Consultant agrees and acknowledges the inherent risks connected with performing the Services and will proactively manage risks associated with the provision of the Services under this Agreement.
- 11.6 The Consultant acknowledges that the Services will be performed using the Consultant's own materials, tools and equipment and that the Consultant will be responsible for maintaining in a lawful manner all such materials, tools and equipment used or necessary for providing the Services.
- 11.7 The Consultant agrees that the onus is on the Consultant before the Commencement Date of this Agreement to contact and obtain instructions from the Team Leader or the Team Leader's delegate as to whom and the times at which the Consultant will report to the Company with respect to particular aspects of the Services and particular obligations under this Agreement.
- 11.8 The Consultant agrees to provide the reports and other documents in accordance with the instructions of the Team Leader or the Team Leader's delegate.

## **12. Confidentiality, Proprietary Rights and Publication**

- 12.1 The Consultant acknowledges that during the provision of Services under this Agreement the Consultant may become acquainted with or have access to Confidential Information and the Consultant agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to or use by any other person, firm or company.

- 12.2 “Confidential Information” means any Company or Client proprietary information, technical data, trade secrets or know-how, including, but not limited to business information, bid or tender related documents, proposal process, research, marketing, technical, financial information, product plans, pricing information, 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 Consultant by the Company either directly or indirectly. All information gathered under this Agreement by the Consultant including but not limited to the contents of this Agreement and all reports and recommendations hereunder shall also be treated as Confidential Information.
- 12.3 The Consultant shall not disclose or use any Confidential Information except to the extent that such disclosure or use is:
- 12.3.1 Strictly necessary for the performance of the Services;
  - 12.3.2 Required by Law;
  - 12.3.3 Authorised by prior written approval from the Company; or
  - 12.3.4 Already in or comes into the public domain otherwise than through the Consultant’s unauthorised disclosure.
- The Consultant agrees that this confidentiality obligation applies during the term of this Agreement and after termination of the Agreement.
- 12.4 “Project Material” means all Material including data, results, discoveries, inventions, improvements, reports, and other works of authorship, trade secrets, and any other work product or deliverables;
- 12.4.1 brought into existence or supplied as part of or for the purpose of performing the Services; or
  - 12.4.2 copied or derived from the above material;
- 12.5 All Intellectual Property rights in all Project Material produced by the Consultant or the Consultant’s personnel pursuant to the performance of the Services (whether alone or in conjunction with others) shall be the property of the Company (or the Client if so directed by the Company).
- 12.6 Any Pre-existing Intellectual Property is the property of the Consultant. In the event the Consultant includes any Pre-existing Intellectual Property in any Project Material the Consultant will clearly identify such Pre-existing Intellectual Property to the Company and the Consultant provides the Company and the Client with a perpetual, non-exclusive, worldwide, royalty-free, transferrable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate the Pre-existing Intellectual Property for the purpose of conducting or completing the Project, any extension or later phase of the Project, or any related programme.
- 12.7 The Consultant undertakes to complete and sign all documentation and do all things necessary to evidence ownership and copyright.
- 12.8 The Consultant may not publish, exhibit or lecture on matters directly relating to the Services, unless the Consultant 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 shall have been approved in writing by the Company. The Company and/or the Client specifically reserves the right to use for any purpose, to reproduce, use, and disseminate all or part of any paper written utilising data or other work generated from this Agreement or the Services and any such written paper shall be treated as Project Material.
- 12.9 The Consultant shall be responsible for ensuring that no data or information of any nature owned by a third party is included in any Project Material as part of the Services without the prior written permission of the copyright owner or other owner and without clearly identifying such data or information to the Company prior to or at time of delivery to the Company.

### **13. Indemnity**

- 13.1 Subject to 13.2, the Consultant indemnifies and agrees to keep the Company, the officers, directors and employees of the Company, and its Client, indemnified from and against any losses, damages,



expenses or costs (including costs of any settlement) arising from any claim, demand, action, suit or proceeding that may be made or brought by any person against the Company, the officers, directors and employees of the Company, and/or its Client, for or in respect of any:

13.1.1 breach of the terms of this Agreement by the Consultant;

13.1.2 penalty imposed for breach by the Consultant of any Law in connection with the provision of the Services; or

13.1.3 negligence by the Consultant in connection with the Services and/or this Agreement.

13.2 The indemnities set out in 13.1 shall not apply:

13.2.1 to the extent that the breach or payment obligation arises as a result of any breach by the Company of its obligations set out in this Agreement; and

13.2.2 to any indirect or consequential loss.

13.3 Under no circumstances shall the Company or the Client be liable to the Consultant or any third party in connection with the Consultant's performance of the Services or any other act or omission performed by the Consultant under or in connection with this Agreement.

13.4 The Consultant has been advised by the Company to take out insurances to address any potential liability under this Agreement.

#### **14. Personal Health**

14.1 The Consultant is responsible for all aspects of personal health and hygiene. Insurance claims against the Company cannot be entertained if normal vaccination and prophylactics procedures appropriate to the areas where the Services are performed have not been followed.

#### **15. Non-solicitation**

15.1 During the term of this Agreement and for twelve (12) months following expiration or termination of this Agreement, the Consultant will not, without the consent of the Company, either directly or indirectly solicit, induce, recruit, persuade or otherwise endeavour to cause or attempt to cause any employee, consultant or sub-contractor engaged with the Company to cease working for the Company.

#### **16. Notices**

16.1 Notices shall be in writing and shall be delivered either by prepaid and registered post, by hand or by email to the other party (in the case of a notice sent by post at the address specified in this Agreement or such other address as is subsequently notified by one party to the other).

16.2 Notices will be deemed to have been received:

16.2.1 If sent by prepaid registered post, on the day the mail would be delivered in the ordinary course of mail;

16.2.2 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

16.2.3 If by email, the date of sending.

#### **17. Miscellaneous**

17.1 This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

17.2 This Agreement may not be amended or supplemented in any way except in writing, dated and signed by the Consultant and an authorised representative of the Company.

17.3 The following clauses (in addition to this clause 17.3) shall survive any termination of this Agreement:

- 17.3.1 Taxes and other statutory deductions (4);
- 17.3.2 Head Contract (5);
- 17.3.3 Policies, Procedures and Conflicts of Interest (10);
- 17.3.4 Consultant Representations and Warranties (11);
- 17.3.5 Confidentiality, Proprietary Rights and Publication (12);
- 17.3.6 Indemnity (13); and
- 17.3.7 Non-solicitation (15).

- 17.4 In the event any one or more of the provisions (or portion(s) thereof) of this Agreement are held invalid or otherwise unenforceable, the remaining portion of any such provision and of the other terms of this Agreement shall continue in full force and effect to the fullest extent permitted by applicable law.
- 17.5 Waiver by either party of any provision of this Agreement shall not be construed as a waiver of any other provision.
- 17.6 Notwithstanding anything to the contrary herein, any reference to Policies, Guidelines and Procedures, Codes of Conduct and Standard Operating Procedures & Guidelines shall mean such documents of the Company and/or its parent company as may be issued from time to time.
- 17.7 The parties shall cooperate with each other in all aspects of this Agreement and shall from time to time, as may be required, execute and deliver all such further documents and instruments and take all actions as the other party may reasonably require to effectively carry out the full intent and meaning of this Agreement.

## **18. Reporting and Whistleblowing**

- 18.1 The Company operates a Whistleblower Hotline. This hotline (and its associated email address) is available for personnel or third parties to report corruption, fraud, human trafficking, slavery, child abuse, terrorism funding, harassment, bullying, and other violations related to the Company, its projects or its people. Details can be found at <http://thepalladiumgroup.com/whistle-blowing>.
- 18.2 In addition to the Company Whistle-blower Hotline, where the Project is funded in whole or in part by the UK government, individuals can also report suspicions or allegations of aid diversion, improper conduct, conflicts of interest, fraud, money laundering or terrorism funding to the Counter Fraud and Whistleblowing Unit (CFWU) at [reportingconcerns@dfid.gov.uk](mailto:reportingconcerns@dfid.gov.uk) or on +44 (0)1355 843747.

## **19. Disputes and Governing Law**

- 19.1 The parties shall attempt to resolve any disputes arising under this Agreement in good faith and, in the first instance, by negotiation.
- 19.2 This Agreement shall be governed by and construed in all respects in accordance with the Laws of and subject to the courts of the Jurisdiction as indicated on the Cover Sheet.

## Schedule A: Terms of Reference/Scope of Services and Deliverables

### **Project Details:**

<<Insert a brief summary of the project here>>

### **Terms of reference:**

<<Insert Terms of Reference/Scope of Services here>>

### **Deliverables:**

<<Insert Deliverables here>>

## Schedule B: Consideration and Payment Terms

### 1. Consideration and Payment Terms

Category	Terms
<input type="checkbox"/> Daily Rate	<<Insert amount>> per day  OR
<input type="checkbox"/> Milestone Payment	<<Insert details of milestone payments>>
Total Contract Sum	The total sum to be paid to the Consultant under this Agreement shall not exceed <<insert total sum>> <<Insert currency>>
Total Input	Consultant will work up to <<insert number>> days during the term of this Agreement
Per Diems	<input type="checkbox"/> Sundry and Incidental Expenses Allowance (per diems) is to subsidise non-accommodation costs including meals, laundry and all other personal costs when out of station on official travel for the Company. This allowance, also referred to as 'per diems', is set in accordance with the Project's general procedures manual and is reviewed at the discretion of the Company. Allowances are provided on the basis of per night away from the Consultant's Project location. For this Project per diems will be paid at the following rate: <<insert rate>> per day.  OR  <input type="checkbox"/> Not Applicable
Travel required for performing the Services	<input type="checkbox"/> Reasonable Project related <input type="checkbox"/> economy class <input type="checkbox"/> business class Travel and accommodation expenses are paid for by the Project/the Company. If, however, these are paid for by the Consultant with prior approval by the Operations Manager, they will be reimbursed upon: <ol style="list-style-type: none"> <li>1. Sufficient written evidence to the Company verifying the incurrence of payment; and</li> <li>2. Presentation of a completed Expense Reimbursement Form obtained from the Company;</li> </ol> OR  <input type="checkbox"/> Not applicable
Travel Insurance	Travel insurances are not provided by the Company
Payment	<ol style="list-style-type: none"> <li>1. Payment is made in accordance with the terms of this Agreement.</li> <li>2. Payment of any invoice is subject to the Company being satisfied with the Services provided and the submission of completed timesheets by the Consultant.</li> <li>3. The amount payable is fixed for the term of this Agreement unless varied in accordance with this Agreement.</li> <li>4. Amounts are in currency as indicated on the Cover Sheet. The Consultant will be entirely responsible for all risks arising out of currency fluctuations associated with this Agreement.</li> <li>5. Invoice and timesheet samples (where applicable) will be provided to the Consultant by the Team Leader/Operations Manager.</li> </ol>

### 2. Taxes

- 2.1 Except as provided by this clause, all taxes, duties and charges imposed or levied in connection with the performance of this Agreement shall be borne by the Consultant.
- 2.2 The amount payable under this Agreement (the Total Contract Sum) is inclusive of any VAT (or Sales Tax or similar) that the Consultant is obliged to charge on the provision of the Services.

- 2.3 The operation of this clause and payment of any VAT by the Company is subject to the Consultant providing a valid 'tax invoice' to the Company.
- 2.4 The amount of VAT payable by the Company under this Agreement shall be shown as a separate item on the invoice, together with the method of calculation.
- 2.5 Where the Consultant does not provide a valid 'tax invoice' to the Company then the Company will be required to withhold a prescribed proportion of the amount payable in accordance with the applicable legislation.
- 2.6 The Company shall not pay to the Consultant any amount referable to VAT except as provided in this clause.
- 2.7 The Consultant acknowledges that the Company will withhold any taxes which it is required to withhold by applicable Laws.
- 2.8 The Consultant acknowledges that it has not received any taxation advice from the Company and understands that all taxation obligations in relation to payment for the Services remain the responsibility of the Consultant.

### **3. Accounting Records**

The Consultant shall keep all records, including but not limited to invoices issued for payments pertaining to the Services, for a period of seven (7) years following the Project end date. The records kept pursuant to this clause shall at all reasonable times be available for an open inspection by the Company or a delegate of the Company who shall be at liberty to take copies or extracts from the records.

## Schedule C: Policies, Guidelines and Procedures

To be read, acknowledged and complied with:

- Company Code of Conduct (Compliance Policy)
- Child Protection Guidelines
- Modern Slavery Guidelines

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