

ASSIGNMENT CONFIRMATION SCHEDULE

Contract Number
Date
ARM Representative
Fax-back number **08450 772801**

Client	<p>Purchase Order Number:</p> <p>Location Unless specifically stated otherwise, the Services are to be delivered at UK sites only.</p> <p>Any impending change of Location (including any change of Location to a site or sites outside the UK) must be notified to the Company prior to commencing the provision of Services.</p>
Customer (if known):	

Supplier	
Supplier Company Registration No.	
Supplier Representative	
Conduct Regulations status	Opted Out
Scope of Services / project	
Fee rate per ()	
Payment frequency	
Agreed hours per week	or as otherwise agreed (subject to Special Conditions)
Special Conditions	As overleaf
Insurance held by Supplier	As per Clause 16.2 and / or as per Insurance Schedule (if applicable)
Equipment supplied by Supplier	--
Additional Hours	Strictly subject to Client's prior approval.

Contract Start Date **Anticipated End Date**

This Assignment may be terminated by either party by giving # weeks professional notice.

No payment can be made by us until we are in receipt of the signed contract, proof of eligibility to work in the UK, bank details, requested qualification certificates (if applicable) and any security clearance required by the Client. In the event of any conflict or inconsistency between this Assignment Confirmation Schedule and the Terms of the Supplier Agreement the terms of this Assignment Confirmation Schedule shall take precedence except that nothing in this Assignment Confirmation Schedule shall limit our right to terminate the Assignment on notice with immediate effect for reasons under clause 7 of the Supplier Agreement. No amendment to this Agreement is effective unless it is in writing and signed by a person duly authorised to sign on behalf of the Company.

The Parties' signature of this ASSIGNMENT CONFIRMATION SCHEDULE signifies their mutual acceptance of this Assignment subject to the terms & conditions stipulated in the attached SUPPLIER AGREEMENT (Opted Out) and any Schedules and Appendices attached and applicable thereto.

Signed for and on behalf of _____ Title: _____ Date _____	Signed for and on behalf of Advanced Resource Managers (ARM) _____ Date _____
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SPECIAL CONDITIONS:

1. Neither the Client nor the Supplier (Representative) are agents of the Company and neither possesses any authority whatsoever to engage in a legally binding agreement on the Company's behalf.
2. The Company explicitly does not consent to modification of Location or Nature of Services without its prior written approval.
3. The Supplier warrants that it shall not (and shall ensure that the Supplier Representative shall not) undertake any overseas travel and / or Services nor to provide any Services from an Off-shore installation unless and until it has obtained the Company's prior written approval.
4. The Supplier accepts and acknowledges that any overseas travel and / or Services or Services provided from an Off-shore installation without the prior written approval from the Company shall be undertaken at the Supplier's sole risk.
5. The Company shall not be liable to reimburse the Supplier for any work the Supplier Representative may perform for the Client (whether or not at the Client's request) unless such request has been agreed in writing between the Client and the Company. The Company may issue an amendment to the Assignment Confirmation Schedule pursuant to receiving confirmation from the Client.
6. The Supplier accepts and acknowledges that the Company may, at its sole discretion, terminate the Assignment without notice and liability should the Supplier neglect to obtain the Company's prior approval before undertaking any overseas travel and / or Services or undertake any Services from an Off-shore installation.
7. The Supplier shall save and hold harmless the Company from any loss, costs and / or damages arising from or in connection with arising from any unauthorised overseas travel and / or Services or Services provided from an Off-shore installation.

SUPPLIER AGREEMENT (LIMITED COMPANY (Opted Out))

NAMES OF PARTIES

(1) **"The Company"** - the company named on the Assignment Confirmation Schedule, acting in its capacity of employment business, and with registered offices at Langstone Technology Park, Langstone Road, Havant, Hampshire, PO9 1SA

AND

(2) **"the Supplier"** - the Limited Company identified on the Assignment Confirmation Schedule.

RECITALS

(A) The Supplier carries on the business of the provision of Services relating to all aspects of Services specified in the attached Assignment Confirmation Schedule.

(B) The Company has requested the Supplier and the Supplier has agreed with the Company, to provide the Supplier Services on the terms and subject to the conditions of this Agreement ("Agreement").

IT IS AGREED as follows:-

1. INTERPRETATION AND DEFINITIONS

- 1.1 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.
- 1.2 The headings contained in the Agreement are for convenience only and do not affect their interpretation.
- 1.3 **"Agreement"** means this supplier agreement together with the Assignment Confirmation Schedule and any Addenda that may apply.
- 1.4 **"Appendices"** means the appendices attached hereto, and "Appendix" shall be construed accordingly
- 1.5 **"Assignment"** means the assignment as detailed in the Assignment Confirmation Schedule during which the Supplier Representative is supplied to render Services to the Client.
- 1.6 **"Assignment Confirmation Schedule"** means the schedule attached to this Agreement, signature of which will signify acceptance of this Agreement.
- 1.7 **"Client"** means the person, firm or corporate body together with any subsidiary or associated company as defined in section 1159 of the Companies Act 2006 and any customer of the Client requiring the Services of the Supplier.
- 1.8 **"Conduct Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- 1.9 **"Contract"** means the legally binding relationship the parties have entered into and which is governed by this Agreement.
- 1.9 **"Contract Start Date"** means the date as set out in the Assignment Confirmation Schedule.
- 1.11 **"Expense Form"** means a form or method of recording expenses conveying the Client's confirmation of expenses incurred, this form or method to be prescribed by the Company.
- 1.12 **"Intellectual Property Rights"** means any and all present and future copyrights, registered designs, patents, trade marks, service marks, design rights (whether registered or unregistered), applications for any of the above, rights to extract or re-utilise data, database rights, trade secrets, rights of confidence and all other similar rights recognised in any part of the world.
- 1.13 **"Limited Company"** means a private company limited by shares or guarantee, or a public company limited by shares or guarantee and having a share capital, as defined in the Companies Act 2006 as may be amended from time to time, or the equivalent under overseas jurisdiction.
- 1.14 **"Location"** means the Client site and /or the jurisdiction where the Services are (to be) provided.
- 1.15 **"MSC"** means a Managed Service Company as defined in Chapter 9 Income Tax (Earnings and Pensions) Act 2003 and The Social Security Contributions (Managed Service Companies) Regulations 2007.
- 1.16 **"MSCP"** means a Managed Service Company Provider as defined in Chapter 9 Income Tax (Earnings and Pensions) Act 2003 and The Social Security Contributions (Managed Service Companies) Regulations 2007.

- 1.17 **"Services"** means the Supplier's provision of specialist skills and expertise for the benefit of the Client to be performed by the Supplier Representative as detailed herein and in the Assignment Confirmation Schedule.
- 1.18 **"Schedules"** means the schedules attached hereto, and "Schedule" shall be construed accordingly.
- 1.19 **"Staff"** means the Supplier's employees, representatives, agents and sub-contractors.
- 1.20 **"Supplier Representative"** means the person, as named in the Assignment Confirmation Schedule, who is at the Contract Start Date assigned to perform the Services on behalf of the Supplier and any substitute thereof made in accordance with **clause 3.6**.
- 1.21 **"Terms"** means Advanced Resource Managers' Supplier Agreement (Limited Company Opted Out) as set out herein.
- 1.22 **"Timesheet"** means a form or method of timekeeping conveying the Client's confirmation of hours worked, this form or method to be prescribed by the Company.
- 1.23 **"Work Results"** means any item of work carried out and delivered pursuant to this Agreement as part of or arising out of the Services, such as any hardware, software, data schema or other technology or any design or recommendation for the foregoing and any prepared materials such as reports, spreadsheets and similar documents and any updates, additions or modifications to the same.
- 1.24 Each term starting with a capital letter and not defined above or elsewhere in this Agreement is as defined in the relevant Assignment Confirmation Schedule.
- 1.25 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of the Contract Start Date) and all subordinate legislation made under it from time to time.
- 1.26 Unless otherwise stated references to schedules, appendices and clauses are to Schedules, Appendices and Clauses in this Agreement.
- 2. THE CONTRACT**
- 2.1 This Agreement constitutes the contract for services between the Company and the Supplier and governs the Assignment undertaken by the Supplier with the Client. For the avoidance of doubt any terms printed on the Supplier's invoice or timesheet or otherwise submitted by the Supplier shall not, unless expressly agreed in writing by the parties, apply in relation to the supplies made under this Agreement.
- 2.2 The Supplier understands and acknowledges that the Client may at any time amend (any part of) its agreement with the Company. If, in the Company's opinion, it becomes necessary to amend any of the terms of this Agreement the Company shall:
- 2.2.1 inform the Supplier as soon as reasonably practicable of any and all proposed variations to this Agreement ;
- 2.2.2 seek the Supplier's agreement thereto, and
- 2.2.3 if not agreed, confirm the course of action to be followed.
- For the avoidance of doubt, the professional notice period detailed in the Assignment Confirmation Schedule exclusively relates to the termination of the Assignment and shall not be required in order to effect an amendment made pursuant to this clause.
- 2.3 These Terms shall apply from the earlier of: the acceptance by the Supplier of the Assignment; and the Contract Start Date; to the end of the Assignment.
- 2.4 If security clearance is required by the Client the Supplier must obtain clearance for the Supplier Representative. If this clearance is not gained within a suitable time or it is withdrawn then the Company can give the Supplier immediate notice of termination without any liability on the part of the Company. Unless specifically informed by the Company payment for Services supplied whilst waiting for security clearance shall not be withheld.
- 2.5 If the Client requests a CRB Check (a check made against a person through the Criminal Records Bureau or other HM Government agency responsible for handling enquiries under Part V of the Police Act 1997) to be performed on the Supplier Representative , the Company will obtain and pass a copy of the result to the Client.

3. SUPPLIER UNDERTAKINGS

- 3.1 The Supplier shall comply with all relevant legislation, including but not limited to the Immigration, Asylum & Nationality Act 2006 and, if an employment business, the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- 3.2 The Supplier warrants that it is not (and will not at any time during the Assignment become) an MSC or an MSCP as defined in the Income Tax (Earnings and Pensions) Act 2003 as may be amended from time to time.
- 3.3 The Supplier shall indemnify the Company and the Client in respect of any costs, losses, demands, liabilities and/or penalties arising from any allegation of and/or investigation into to transferring tax debt of the Supplier to the Company or the Client under Part II, Chapter 3, section 688A of the Income Tax (Earnings and Pensions) Act 2003
- 3.4 Neither the Supplier nor its Supplier Representative are agents of the Company and neither shall have any authority whatsoever to engage in a legally binding agreement on the Company's behalf.
- 3.5 The Supplier warrants that the Supplier Representative has the skills, experience, qualifications and all legal authorisations necessary to perform the Services.
- 3.6 The Supplier may at its own discretion utilise a substitute in place of any Supplier Representative provided that the Company and the Client is satisfied that any substitute possesses the necessary skills and qualifications to perform the Services. The Supplier accepts full liability for any loss, damages or costs arising from any and all acts and omissions of any substitute it chooses to utilise.
- 3.7 The Supplier warrants that: -
 - 3.7.1 it (or the Supplier Representative on its behalf), shall notify the Company immediately upon becoming aware of the possibility that the Client may wish it to supply its Services in any Location other than stated in the Assignment Confirmation Schedule; and
 - 3.7.2 it shall not, without the Company's prior agreement (such agreement not to be unreasonably withheld), commence delivery of the Services in any Location other than that stated in the Assignment Confirmation Schedule; and
 - 3.7.3 the Supplier Representative shall, at all times during the Assignment, be eligible to live and work in the jurisdiction(s) where the Services are (to be) provided, and will upon first request produce such documentary evidence as identified by the appropriate laws and / or authorities of said jurisdiction(s) as proof of eligibility to work in the jurisdiction(s) where the Services are (to be) provided. Failure to produce such evidence may result in immediate termination of this Agreement without liability on the part of the Company.
- 3.8 The Supplier shall inform the Company immediately of any significant changes in circumstances, including but not limited to: -
 - 3.8.1 scope and/or nature of the Services;
 - 3.8.2 site and /or Location;
 - 3.8.3 rates and agreed working hours / days;
 - 3.8.4 the validity of the Supplier Representative's eligibility to work in the jurisdiction(s) where the Services are (to be) provided.
- 3.9 Save as otherwise stated in this Agreement, the Supplier shall be entitled to supply its services to any third party during the term of this Agreement provided that this in no way compromises or is to the detriment of the supply of its Services under this Agreement.
- 3.10 For the avoidance of doubt, the Supplier Representative will not be employed by the Client or the Company, and the Supplier shall ensure that the Supplier Representative shall not allow himself to be treated as if he were an employee.
- 3.11 The Supplier warrants to the Company that by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party.
- 3.12 The Supplier agrees on its own part and on behalf of any Supplier Representative as follows:-
 - 3.12.1 not to engage in any conduct detrimental to the interests of the Company or the Client which includes any conduct tending to bring the Company or the Client into disrepute or which results in the loss of custom or business;

- 3.12.2 to comply with any statutory or site regulations as are applicable to independent contractors including but not limited to those relating to health and safety during the Assignment to the extent that they are reasonably applicable to the Supplier Representative while performing the Services and to take all reasonable steps to safeguard its own safety, the safety of the Supplier Representative and the safety of any other person who may be affected by its actions during the course of the Assignment;
- 3.12.3 not to discuss any payment terms with any of the Client's or the Client's client's employees, agents, sub-contractors or any other individuals who may be present at the Client's premises;
- 3.12.4 to furnish the Client and/or the Company with any progress reports as may be requested from time to time;
- 3.12.5 not to sub-contract or assign to any third party any of the Services which it is required to perform under the Assignment except in accordance with **clause 3.6**;
- 3.12.6 to notify the Company forthwith in writing if it should become subject of any investigation arising from or in connection with its being suspected of acting as an MSC or MSCP;
- 3.12.7 to notify the Company forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
- 3.12.8 to provide at its own cost, subject to any agreement to the contrary specified in the Assignment Confirmation Schedule attached as to any facilities which may be made available by the Client, all such necessary equipment as is reasonable for the adequate performance by the Supplier Representative of the Services.
- 3.13 If the Supplier is unable for any reason to perform the Services during the course of an Assignment the Supplier shall inform the Company by no later than 10.00am on the first day of incapacity.
- 3.14 The Supplier shall have autonomy over its method of work but will nonetheless assist the Client by observing any reasonable and lawful instructions of the Client in so far as the Supplier deems them to be applicable.
- 3.15 Nothing in this Agreement shall render any member of the Staff (including the Supplier Representative) an employee of either the Company or the Client. The Supplier shall ensure that none of its Staff (including the Supplier Representative) holds himself out as an employee of either the Company or the Client.
- 3.16 The Supplier shall bear the cost of any training which its Staff (including the Supplier Representative) may require in order to perform the Services.
- 3.17 The Supplier warrants that it will, prior to the Supplier Representative starting to perform the Services, agree and implement between it and the Supplier Representative terms which are materially the same as those in this Agreement.
- 4. PAYMENT**
- 4.1 Payment will be made by the Company, provided that the Company is in receipt of:-
- 4.1.1 the duly signed Assignment Confirmation Schedule and any other schedules and appendices to the Agreement (as may be the case); and
- 4.1.2 a copy of the Supplier's Certificate of Incorporation; and
- 4.1.3 the Supplier's bank details; and
- 4.1.4 (where applicable) a copy of the Supplier's VAT Certificate; and
- 4.1.5 proof of the Supplier Representative's eligibility to live and work in the jurisdiction(s) where the Services are (to be) provided;
- 4.2 Where the Company has prescribed a specified form or method of time and expense keeping, no other form or method will be accepted as a valid Timesheet and Expense Form, and the Company shall not be liable to make payment unless the Suppliers submits authorised Timesheets and Expense Forms in the form prescribed by the Company.
- 4.3 The Supplier confirms that by signing this Agreement, the Supplier and the Supplier Representative are aware that it could be a criminal offence to falsify any timesheet, for example by claiming that the Services were supplied for hours which they were not

in fact supplied. The Supplier shall ensure that timesheets are accurately completed.

4.4 Subject to:

- 4.4.1 the Supplier performing the Services in accordance with this Agreement; and
- 4.4.2 Client-specific authorisation procedures allowing for authorisation to occur within the appropriate timescale; and
- 4.4.3 the Supplier submitting its invoice supported by the relevant authorised Timesheets, Expense Forms and receipts before 2pm on the Tuesday of the week in which payment is required; and
- 4.4.4 clause 4.7,

the Company will pay the Supplier's invoice on the Wednesday (for Friday clearance). The invoice, giving a detailed breakdown showing the work performed should bear the Supplier's name, company registration number, VAT number and should state any VAT due on the invoice.

- 4.5 Subject to Client-specific requirements, all authorised Timesheets and Expense Forms must be submitted to the Company on a weekly basis regardless of the payment frequency elected by the Supplier.
- 4.6 Payment, where appropriate including VAT, will be made to the Supplier only. The Supplier shall be solely responsible for payment of the Supplier Representative, and for any PAYE Income Tax, National Insurance Contributions and any other taxes and deductions which may be payable in respect of the Supplier Representative .
- 4.7 All Supplier invoices must be submitted within 4 weeks of the last date on which the Services to which the invoice relates were performed as recorded in the relevant Timesheet (the "**Invoiced Service Period**"). The Company will submit to the Client Supplier Timesheet and Expense Forms received from the Supplier 4 weeks or more after the relevant Invoiced Service Period but the Company shall not be liable to pay any invoice(s) relating to such Timesheets and Expense Forms unless and until it receives payment from the Client in respect of the Services to which the invoice(s) relates.
- 4.8 The Supplier shall not be entitled to charge or raise an invoice in respect of: periods during which Services have not been performed; and/or expenses which have not been approved by the Client.
- 4.9 Suppliers who are registered for VAT must split out the net and VAT elements of any expenses claimed and clearly identify these separate elements on the relevant Expense Form and on the invoice to which the expense relates. The Company will only reimburse the net expense incurred (plus VAT) and will not accept any claims seeking to charge the gross expenses plus VAT ("VAT on VAT").
- 4.10 In the event that the Client becomes insolvent, has a receiver appointed, is dissolved or becomes subject to a winding up petition any invoices raised against Timesheets or Expense Forms submitted at or after the date of such event will not be paid unless and until the Company has received payment from the Client.
- 4.11 Without limiting or affecting any other right of the Company to recover an overpayment, if an overpayment is made to the Supplier, the Supplier hereby agrees that the Company shall be entitled to recover an overpayment by deduction or deductions from any amount due to the Supplier. The Company shall give reasonable notice in writing to the Supplier of such a deduction or deductions.

5. TAX

- 5.1 The Supplier shall comply with all legal, fiscal and social security obligations of the country in which the Services are performed and shall indemnify the Company in respect of any losses, costs, liabilities and/or losses incurred resulting from the Supplier's breach of this **clause 5.1**.
- 5.2 The Supplier shall account to the appropriate authorities for all tax (including VAT), National Insurance contributions and social security levies payable in respect of sums paid to the Supplier or by it to the Supplier Representative in connection with this Agreement. The Supplier shall indemnify the Company against any costs, losses, expenses or liabilities incurred by the Company arising from the Supplier's breach of its obligation under this clause.

6. OBLIGATIONS OF THE COMPANY

- 6.1 Subject to the conditions of **clause 4** the Company shall pay the Supplier the agreed fee for the duration of the Assignment.
- 6.2 The Company shall furnish the Supplier with sufficient information about the Assignment in order for the Supplier to arrange for

the Services to be carried out.

7. TERM OF THE AGREEMENT

- 7.1 This Agreement shall commence on the date as per **clause 2.3** and shall, subject to earlier termination in accordance with this Agreement, continue until the completion of the Assignment, which is expected to be the Anticipated End Date as set out in the Assignment Confirmation Schedule, and to the reasonable satisfaction of the Client.
- 7.2 Notwithstanding **sub-clauses 7.1** and **7.4**, the Company may without notice and without liability terminate the Assignment at any time, where:
- 7.2.1 the Supplier has committed any serious or persistent breach of any of its obligations under this Agreement; or
 - 7.2.2 the Client reasonably believes that the Supplier (or the Supplier Representative) has not observed any condition of confidentiality applicable to the Supplier from time to time; or
 - 7.2.3 for any reason the Supplier (and/or the Supplier Representative) proves unsatisfactory to the Client; or
 - 7.2.4 if the Supplier Representative fails to attend the Location to provide the Services; or
 - 7.2.5 the Supplier and / or Supplier Representative has in relation to this Agreement committed an act or omission of dishonesty, incompetence or negligence; or is convicted of any indictable criminal offence (other than, where the Services do not require the Supplier Representative to drive, a road traffic accident for which a penalty of imprisonment is not imposed); or becomes bankrupt, applies for, or has made against him, a receiving order or makes any composition with his creditors; or
 - 7.2.6 in the event of an unsatisfactory CRB check being obtained, or security clearance having been removed in relation to the Supplier and/or the Supplier Representative; or
 - 7.2.7 if the Supplier should fail to adhere to the requirements of **sub-clauses 3.7** and **3.8**; or
 - 7.2.8 if the Supplier should become subject to an investigation in connection with suspicions that it may be operating as an MSC or MSCP; or
- 7.3 This Agreement shall terminate automatically if the Client should go into liquidation or a receiver, administrative receiver, administrator or someone of similar office should be appointed to the Client or any part of its assets or undertakings, if the Client enters into an arrangement with its creditors or if the Company reasonably believes that the Client is insolvent or otherwise unable to pay its debts.
- 7.4 Where this Agreement is terminated in accordance with **sub-clauses 7.2.3** or **7.3** the Company shall not be obliged to make any payment to the Supplier unless it receives from the Client, payment in respect of the relevant period during which Services were performed.
- 7.5 Save for the Assignment that the Supplier is bound to perform under this Agreement, the Company or the Client is not obliged to offer any work to the Supplier nor is the Supplier obliged to accept such work if offered. The Supplier is not obliged to make its Services available.
- 7.6 Failure by the Supplier to give notice of termination as required in the Assignment Confirmation Schedule shall constitute a breach of contract and shall entitle the Company to claim damages from the Supplier for any resulting loss, liability or costs suffered by the Company.
- 7.7 The Supplier shall indemnify and hold harmless the Company from any loss, costs, damages and proceedings whatsoever, be they direct, indirect or consequential, arising from the Supplier's failure to observe the notice period set out in the Assignment Confirmation Schedule and/or the Supplier's failure to procure that the Supplier Representative continue to deliver the Services for the duration of such notice period.
- 7.8 The Supplier acknowledges that the continuation of the Assignment is subject to and conditional upon the continuation of the contract entered into between the Company and the Client. In the event that the contract between the Company and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability on the part of the Company.
- 7.9 Upon termination of the Assignment for any reason whatsoever, the Supplier shall and shall procure that the Supplier Representative shall immediately deliver and return all of the Client's property, including but not limited to information provided by the Client or generated by the Supplier Representative during the course of the Assignment, which is in its possession or

control whilst performing the Services. The Supplier shall, if so requested by the Company, certify that the same has been done.

8. INTELLECTUAL PROPERTY

- 8.1 The Supplier acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from Services carried out by the Supplier and its Supplier Representative shall belong to the Client. Accordingly, the Supplier shall (and shall procure that any the Supplier Representative shall) execute all such documents and do all such acts as the Company shall from time to time require in order to give effect to its rights pursuant to this clause and **clause 8.2**.
- 8.2 The Supplier hereby assigns to the Company (or the Company's nominee) all present and future Intellectual Property Rights in or relating to the Work Results including, without limitation, the right to sue for past infringements.
- 8.3 The Supplier hereby irrevocably waives in favour of the Company (and the Company's nominees, licensees and assignees):
- 8.3.1 all moral rights and/or authorship rights worldwide; and
 - 8.3.2 any rights to compensation in respect of the use of any patents or other Intellectual Property Rights, in relation to the Work Results to the fullest extent (if any) permitted by law.
- 8.4 The Supplier warrants, represents and undertakes to the Company that:
- 8.4.1 it has all licences and consents necessary to provide the Services;
 - 8.4.2 it is the sole legal and beneficial owner free from any charges, liens, licences or other encumbrances of the Intellectual Property Rights in or relating to the Work Results; and
 - 8.4.3 it is entitled to assign them to the Company or the Company's nominee pursuant to **clause 8.2** and that supply of the Services shall not infringe the Intellectual Property Rights of any person.
- 8.5 The Supplier shall indemnify the Company against all losses, costs, damages, liabilities, penalties and awards incurred by the Company or the Client arising out of:
- 8.5.1 a breach of the warranty in **Clause 8.4**; and/or
 - 8.5.2 a third party alleging infringement of its Intellectual Property Rights as a result of or in connection with the provision of the Services by the Supplier and/or the Supplier Representative.
- 8.6 In addition to the indemnities contained in this **clause 8**, in the event of a claim being brought by a third party alleging infringement of Intellectual Property Rights, the Supplier shall (and shall procure that the Supplier Representative shall), at the request of the Company, do all such acts and things either to render the works which are the subject of the claim non-infringing without affecting any of the Supplier's other duties and obligations under this Agreement or shall obtain a licence at the Supplier's cost from the third party granting the Supplier, the Company and any client of the Company the right to continue using them.

9. CONFIDENTIALITY

- 9.1 In order to protect the confidentiality and trade secrets of any Client or its customer and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Supplier agrees on its own part and on behalf of the Supplier Representative as follows:-
- 9.1.1 not at any time whether during or after the Assignment (unless expressly so authorised by the Client or the Company as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client or the Client's customer;
 - 9.1.2 to deliver up to the Client or the Company (as directed) at the end of the Assignment all documents and other materials belonging to the Client or the Client's customer (and all copies) which are in its possession including documents and other materials created by it or the Supplier Representative during the course of the Assignment;
 - 9.1.3 not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client or its customer except when required to do so in the course of its duties under the Assignment in which event any such item shall belong to the Company or the Client as appropriate.

For the avoidance of doubt, this **clause 9** shall survive the termination of this Agreement.

10. DATA PROTECTION

10.1 The Supplier warrants that the Supplier Representative has consented to the Company and the Client:-

- 10.1.1 processing the Supplier Representative's personal data for purposes connected with the provision or otherwise in contemplation of providing the Services and for any purposes connected with the performance of this Agreement and, for the avoidance of doubt, has consented to the processing of any information obtained through any checks the Company and/or the Client is required to make; and
- 10.1.2 exporting and/or processing the Supplier Representative's personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of this Agreement.

11. RESTRICTION

11.1 The Supplier shall not, and shall procure that the Supplier Representative shall not, other than through the Company, for a period of six months from the date of termination of the Assignment, supply, services the same as or substantially similar to the Services directly, or indirectly through any person, firm or company (including another employment business), to the Client or any customer of the Client with whom the Supplier and/or the Supplier Representative has had material contact during the Assignment as a direct result of having performed the Services on the Assignment.

12. COMPUTER EQUIPMENT WARRANTY

12.1 The Supplier shall ensure that any computer equipment and associated software which it provides to its Supplier Representative for the purpose of providing the Services contains appropriate anti-virus protection with the latest released upgrade from time to time.

13. RELATIONSHIP BETWEEN THE COMPANY AND THE SUPPLIER

13.1 The Supplier acknowledges to the Company that its Services are supplied to the Company as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Supplier Representative and Staff (including the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Supplier. In the event that any person should seek to claim or otherwise establish any liability or obligation upon the Company on the grounds that the Supplier Representative or any Staff are employees and/or workers of the Company and/or the Client, the Supplier shall upon demand indemnify the Company and keep it indemnified in respect of any such liability or obligation and any related costs (including reasonable legal costs) expenses, compensatory awards or other losses which the Company shall incur arising from any such claim.

14. NOTICES

14.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the business office of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when dispatched.

15. SEVERABILITY

15.1 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Agreement such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend or modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

16. LIABILITY

16.1 The Supplier shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of the Supplier Representative or from the acts or omissions of any member of Staff to whom the Supplier assigns or sub-contracts the performance of the Services during an Assignment.

16.2 The Supplier shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and Professional Indemnity Insurance in respect of the Supplier and its Supplier Representative and any relevant member of Staff during an Assignment and shall make a copy of the policy available to the Company upon request. Furthermore, the Supplier shall

ensure that all necessary insurance cover is in place to cover situations where the Supplier Representative may be undertaking UK or overseas travel in the performance of the Services. By signing the Assignment Confirmation Schedule the Supplier warrants that it shall and shall procure that the Supplier Representative shall comply with the requirements of this **clause 16.2**.

16.3 The Supplier shall indemnify the Company and the Client from and against any losses, costs, damages, penalties, liabilities and/or awards which the Company or the Client may suffer or incur as a result of the failure of the Supplier to comply with the terms of this Agreement.

16.4 The Supplier shall indemnify the Company against any liability whatsoever for any and all loss, damages or injury arising from or in connection with any Services or activities performed by the Supplier and/or the Supplier Representative which the Company reasonably deems to be: -

16.4.1 outside the scope or nature of the Services; and / or

16.4.2 outside the Location; and/or

as identified on the Assignment Confirmation Schedule and / or any further definition, milestones or deliverables added thereto or otherwise outside or beyond the competence level or service type for which the Supplier and/or the Supplier Representative is qualified or accredited to perform .

16.5 The Supplier shall be liable for any defects arising in relation to the Services and shall rectify at its own cost such defects as may be capable of remedy within a reasonable period from notification of such defects by either the Company or the Client.

17. RIGHTS OF THIRD PARTIES

17.1 Subject to the provisions of **clause 8**, no provision of this Agreement is intended to or does confer upon any third party any benefit or right enforceable at the option of that third party against the Company under the Contracts (Rights of Third Parties) Act 1999.

18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement shall be governed and construed in all respects in accordance with English Law and the parties to this Agreement irrevocably agree that all disputes, suits, actions, arbitration claims or proceedings between the parties which may arise out of this Agreement relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England.

19. DISCLAIMER

19.1 The Company does not and is not qualified to provide tax advice on contracting and/or payment intermediary options and accepts no liability whatsoever for any loss, costs, damages, assessments, penalties or liabilities incurred by the Supplier and / or Supplier Representative as a result of or in connection with the Supplier becoming subject to any tax and/or National Insurance assessment or investigation or for any action taken by the relevant authorities under the MSC legislation.

19.2 The parties acknowledge and agree that the terms set out in the Agreement reflect the arrangements for the supply of the Services. The Company has no day to day control over the Supplier Representative's conducts or performance and as such accepts no responsibility for ensuring that the Supplier continues to provide the Services in way which is consistent with the terms of this Agreement. The Company accepts no liability for any losses, expenses or liabilities incurred by the Supplier whether by reason of tax or other statutory or contractual liability to any third party arising from the Assignment.

20. GENERAL

20.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between the Company and the Supplier relating to the Services and all such agreements still effective at the date of this Agreement (if any) shall be deemed to have been terminated by mutual consent with effect from the Contract Start Date but without prejudice to any rights which have arisen prior to such termination and so that nothing in this clause 20 shall operate to exclude or limit the liability of any party in respect of fraud.

20.2 If any term herein conflicts with any term in the Assignment Confirmation Schedules then the Assignment Confirmation Schedules shall take precedence.

20.3 No neglect or forbearance by the Company to enforce any of its rights hereunder whether expressly or by implication shall be construed as a waiver of its rights and no such neglect or forbearance shall prejudice the Company's right to enforce that right in the future.

20.4 The Supplier acknowledges that, in entering this Agreement, it has not relied on any representations by the Client or the Company made before the execution of this Agreement other than those expressly set out in this Agreement.

- 20.5 This Agreement is personal to the Supplier and it shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party. Any assignment of this Agreement by the Company shall be subject to the Supplier's prior consent (such consent not to be unreasonably withheld or delayed).
- 20.6 Subject to **clause 2.2**, no amendment to this Agreement is effective unless it is in writing and signed on behalf of each party by a person duly authorised by that party.
- 20.7 Any notice required to be given under this Agreement (including the delivery of any timesheet or invoice) shall be: in writing signed by a person duly authorised by the sending party; delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in this Agreement (or as otherwise notified from time to time).

ADDENDUM

Cls. **Additional Text**
ADD ADDITIONAL SECTION

A.1.0 **Expense reimbursement**

The Company reserves the right, upon the Client's instruction, to require Suppliers to adhere to the VAT process detailed below. The process shall apply to all Suppliers claiming reimbursement for expenses incurred whilst providing services to the Client. This process complies with the requirements of both the Client and HM Revenue & Customs.

Where applicable Suppliers are required to record time and expenses, including but not limited to mileage, on electronic timekeeping systems such as may be utilised by the Client.

VAT Process

All Suppliers are required to complete expense sheets for any expenses they wish to claim, including mileage. Copy receipts should be forwarded to the Company.

To ensure prompt attention and payment please ensure that the Supplier Representative's name and place of work are always stated on the claim form.

If the Supplier is registered for VAT, the net and VAT elements of any expense incurred must be split out and replicated on both the claim form itself and the subsequent invoice.

In practice this means that if an expense of £100.00 plus VAT was incurred, the Supplier should be charging the Company £100.00 plus VAT. An error which has occasionally been made is to claim the gross amount of £120.00 plus VAT (i.e. £144.00 in this example) in which case we would not be able to reimburse the expenses until after correction.

Suppliers' assistance in this matter with a view to ensure prompt settlement of expense claims would be appreciated as incomplete or inaccurate claim forms cannot be processed for payment.

This Addendum is an integral part of the Agreement, and your signature of the Assignment Confirmation Schedule signifies your agreement to the additional Terms of the Addendum.

In the event of any conflict or inconsistency between this Addendum and the Agreement the terms of this Addendum shall take precedence except that nothing in this Addendum shall limit the Company's right to terminate the Assignment on notice with immediate effect for reasons under clause 7.

SCHEDULE 1: UNDERTAKING FROM THE SUPPLIER REPRESENTATIVE

- (1) Advanced Resource Managers (ARM) of Langstone Technology Park, Langstone Road, Havant, Hampshire PO9 1SA (the “Company”), and
- (2) , being a worker supplying services for (the “Supplier”), the Limited Company identified in the Assignment Confirmation Schedule (the “Supplier Representative”) jointly the “Parties”,
1. This undertaking is issued under and incorporated into the contract for services with Placement Number (the “Agreement”) between the Company and the Supplier. The terms used in this undertaking shall have the same meaning as defined in the Agreement.
 2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
 3. In consideration of the Company entering into the Agreement with the Supplier and performing its obligations under the Agreement the Supplier Representative hereby undertakes and irrevocably guarantees that:
 - 3.1 he is aware of and shall agree to be bound by the Terms agreed between the Company and the Supplier;
 - 3.2 he is engaged by the Supplier to perform the services referred to in the Agreement at the request of the Supplier;
 - 3.3 he is in business of his own account and is neither an agent, employee or partner of either the Company or the Client identified in the Agreement;
 - 3.4 he shall to the best of his ability perform and discharge all of his obligations to the Supplier to the extent that the same are required of him to enable the Supplier to fulfil the Agreement;
 - 3.5 he shall look solely to the Supplier for the payment of all compensation and the provision of all benefits and entitlements in respect of the work carried out by him for the Supplier;
 - 3.6 WHERE THE SUPPLIER & SUPPLIER REPRESENTATIVE HAVE ELECTED TO OPT-OUT OF THE CONDUCT REGULATIONS ONLY: he shall not for a period of six months following the termination of the Assignment supply services directly, or through another Limited Company, save for through Advance Resource Managers, to the Client identified in the Agreement, and accepts that in the event of this sub-clause 3.6 he may be liable to pay a fee equal to the margin the Company would have earned for the duration of the assignment and any subsequent contract extensions had he delivered his Services through the mediation of the Company.

Signed by the Supplier Representative

APPENDIX A: OPT-OUT NOTIFICATION (Conduct Regulations)

IMPORTANT: If you wish to **OPT OUT** please **Fax back to: 08450 772801**

PLEASE NOTE: Please do not use this fax number for sending Timesheets or invoices.

OPT OUT NOTIFICATION

[Notice for use by limited company contractors wishing to opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 – Regulations 32(9) and (10); www.opsi.gov.uk/si/si2003/20033319.htm]

There is provision in the Conduct Regulations for companies and those workers whose Services they supply, to opt out of the Conduct Regulations 2003. If the Supplier and the Supplier Representative to be supplied to do the work wish to opt out, please read this form carefully. You are also recommended to take independent legal advice.

Parties: (1) (the "Supplier")
(2) (the "Supplier Representative")
Candidate ID:

1. This Opt Out Notification is supplementary to the Agreement between Advanced Resource Managers (ARM) and the Supplier. The terms used in this notification shall have the same meaning as those defined in the Agreement.
2. The Supplier and the Supplier Representative acknowledge that it is their intention that the provisions of the Conduct Regulations 2003 do not apply to the Assignment or to any future assignment agreed between the Supplier and Advanced Resource Managers (ARM).
3. The Parties have freely entered into this Opt Out notification.
4. Further that the Supplier Representative is free to withdraw from this Opt Out notification at any time by giving not less than one week's written notice to Advanced Resource Managers (ARM). However, where notice is given during an Assignment it will not take effect until the end of the Assignment.

We the undersigned agree to be bound by the terms of this Opt Out Agreement.

In particular, we understand that by signing this Opt Out Agreement we are agreeing that the provisions of the Conduct Regulations 2003 shall not apply.

Signed _____

Signed _____

For and on behalf of _____

Dated _____

Dated _____

Appendix C: Conduct of Supplier Representatives

1. Attendance and Access

- 1.1 Supplier Representatives provided to supply Services to the Client are expected to be at the location(s) made available to them within the Client's premises, or other defined place of work, at all times during the Service Working Hours.
- 1.2 In the event of unavoidable absence of the Supplier Representative the Supplier is responsible for ensuring that the Company is informed promptly of the absence, the reason for such absence and where required by the Company the provision of alternative Supplier Representatives within a time scale mutually agreed by the Parties.
- 1.3 The Client's Service Working Hours, Statutory Holidays and Service Shut-Downs will be as notified for each site.
"Statutory Holidays" means Good Friday, Easter Monday, May Bank Holiday, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day, Boxing Day and New Year's Day.
- 1.4 A number of days during the Client's financial year, including but not limited to the Christmas / New Year period, are to be taken as Service Shut-Down as directed by the Company or the Client (as may be the case) from time to time. The Company will endeavour to give prior written notice of no less than 3 (three) working days to the Supplier detailing dates for Service Shut-Downs.

2. Additional Hours

- 2.1 Prior approval by the Client's relevant authorised representative must be obtained for all hours in excess of those approved on the relevant Assignment Confirmation Schedule ("Additional Hours") worked.
- 2.2 Failure to obtain proper approved will mean non-recognition by the Company of Additional Hours worked.
- 2.3 All authorised Additional Hours will be paid at the Rate defined in the Assignment Confirmation Schedule. No premium Rate is paid for Additional Hours worked unless explicitly agreed otherwise. However, Supplier Representatives required to work shifts may be entitled to additional shift, stand-by and / or call-out Rates depending on the pattern worked.
- 2.4 Should a Supplier Representative be required to provide Services on a site other than the site identified in the relevant Assignment Confirmation Schedule (the "Base Site") for more than 8 hours in any 24 hours the Company will endeavour to notify the Supplier prior to the Supplier Representative's due date of travel.
- 2.5 All and any expenses incurred by the Supplier Representative pursuant to Clause 2.4 of this Schedule 7 will be reimbursed to the Supplier in accordance with the Client's standard rates and procedures, a copy of which will be provided to the Supplier upon request.

3. Timesheets

- 3.1 Unless informed otherwise, Supplier Representatives are required to use the digital timesheet system provided which will integrate attendance and job booking against projects. The Supplier Representative will manage their own time record to be presented to the relevant Client Representative no later than Sunday of each week, or so much sooner as required. The relevant Client Representative will check the record and authorise it subject to approval.

4. IT, Security and General Rules of Conduct

- 4.1 Personal correspondence for the attention of the Supplier Representative must not be addressed to the Client's premises. Any correspondence so received is liable to be opened.
- 4.2 The following practices are strictly forbidden to the Supplier Representative whilst on the Client's premises:
 - (a) The buying and selling of unauthorised articles;
 - (b) Unauthorised collections;
 - (c) The organisation of, or participation, lotteries or any form of gambling or betting, other than those promoted by the Client's relevant personnel, if any;
 - (d) The consumption of alcoholic drinks at the place of work.Supplier Representatives found to be participating in any of these practices are liable to be required to leave the Client's premises immediately and to have their Assignment terminated under the provisions of Clause 7.2 of the Agreement.

- 4.3 Supplier Representatives may be required, only as authorised, to bring vehicles on site. Where applicable, regulations are in force governing the use of vehicles and must be strictly observed. Where applicable, copies of these regulations are available for review upon request to the Client at the operating site.
- 4.4 The Client's Security Personnel have the right to challenge all persons carrying any kind of material through the entrance to the Client's premises. Material being removed from the Company's premises will be properly authorised with a pass signed by the relevant Client Representative.
- 4.5 Smoking is prohibited in all buildings and certain outside areas of the Client's premises, and in the interests of safety 'No Smoking' notices must be rigidly obeyed at all times by the Supplier's personnel.
- 4.6 For security purposes, use of the Client's telephone system for personal calls may be prohibited. Adequate call-box facilities are generally made available for this purpose within the Client's premises.

APPENDIX D: Payment LogisticsClient specific procedures:-

Please be aware that Client specific procedures may overrule our standard procedures. Where this is the case, Client specific documentation will be included with the contract or under separate cover.

Ongoing payments:-

We require Suppliers to submit authorised Timesheets on a weekly basis to allow for timely processing. No payment will be made until we are in receipt of an appropriate invoice.

Cut-off point:-

We must be in receipt of a valid invoice and authorised Timesheet(s), Expense Form(s) and suitable receipts by 2pm on Tuesday of the week in which payment is required in order to execute payment by the Wednesday (for Friday clearance). We will endeavour to pay within 5-7 working days should this deadline be missed.

Timesheets:-

Timesheets will normally be included with the contract. Please contact us on accounts@arm.co.uk should a soft copy of the master Timesheet be required.

We encourage early receipt of authorised Timesheets, expense claim forms and suitable receipts, which should be emailed to ts@arm.co.uk, scanned in pdf, jpg, gif or tiff format. For any document received in this manner an automated email response will be issued. If for any reason it should not be possible for the Supplier to email such documents, they may be faxed to us on fax number 08450 772800. Any documents sent to us by fax or email do not need to be re-sent by post.

eTimesheets:-

We utilise an electronic Timesheet system for certain clients. If this should be applicable to this Assignment, the Supplier will be informed of this and should receive an email within the first week of the assignment with login details. If this is not received, the Supplier should contact its ARM representative.

Timesheets received more than four weeks after the worked week are subject to the following:-

No payment will be made until we have received payment in full from the Client

Exceptional Circumstances:-

Subject to provision of authorised Timesheets, Expense Forms, suitable receipts and a valid invoice, we can make an urgent CHAPS transfer, although this service is subject to a £70 charge.

Expenses:-

We require any expense claims to be accompanied by suitable receipts and an authorised Expense Form, which the Client will provide. All Expense Forms should clearly state the Supplier Representative's name and Location. E-Timesheet users are required to complete the expense tab on the electronic Timesheet for any expenses they wish to claim, and forward suitable receipts to ARM.

Remittance slips:-

We will send the Supplier remittance slips to advise of any payments made. The Supplier can indicate its preference for receipt by email or post on the payment details form enclosed with the contract.

Absences:-

Suppliers should inform ARM of any days not worked by noting this on the Timesheet. Suppliers cannot claim paid leave or Statutory Sick Pay.

Contacts:-

General Finance Queries	accounts@arm.co.uk	General Contract Queries	contracts@arm.co.uk
Finance Phone	02392 228 221	Contracts Phone	02392 415200
E-Timesheets / invoices	ts@arm.co.uk	Contracts / documents fax	08450 772 802
Timesheets/ invoices Fax	08450 772 800		

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