

AGREEMENT FOR THE PROVISION OF CONSULTANCY SERVICES

THIS AGREEMENT is made on <date>

BETWEEN:

1. **<COMPANY>**, an Incorporate entity legally established and existing under the laws of <COUNTRY> with its registered office at <STREET NAME, NUMBER>, <POSTAL CODE, CITY> (hereinafter referred to as <COMPANY> or “Client”);

and

2. **Theo Scheffers ArboConsultancy** a company legally established and existing under the laws of The Netherlands, with its registered office at Cramer van Brienenstraat 1f, 6225 BA, Maastricht, the Netherlands, (hereinafter referred to as “TSAC” or “Consultant”);

Client and Consultant are referred collectively to as the “Parties” and separately as a “Party”.

INTRODUCTION

- a. <COMPANY> requires consultancy services in the field of occupational health and hygiene <more specific in occupational exposure assessment, limit values, epidemiology, REACH, CLP, conceptual engineering, innovation> hereafter called Services;
- b. TSAC offers consultancy services in the fields specified above and has considerable skills, knowledge and experience in these fields;
- c. In reliance on that Client wishes to engage TSAC to provide the Services;
- d. Parties set the terms and conditions for the provision of services in this Agreement

DEFINITIONS

1. In this Agreement, unless the context otherwise requires:

‘Background Intellectual Property’ means the Intellectual Property Rights in works (a) existing before the Services started or (b) developed, written or prepared other than in order to provide the Services;

‘Commencement Date’ means the date that this agreement starts;

‘Deliverables’ means any agreed document, presentation, contact, modelling, analysis etc. as described in the Annex;

‘Fee’ means the charges for the Services provided, set out at Clause 3;

‘Foreground Intellectual Property’ means all Intellectual Property Rights in works developed, written or prepared by the TSAC whether individually, collectively or jointly with Client, in performing the Services;

‘Intellectual Property Rights’ includes all patents, inventions, copyright, design rights, domain names, registered designs, trade and service marks (registered and

unregistered), logos, trade names, business names, moral rights, rights in know-how, rights in relation to databases, trade secrets, rights in confidential information and all other intellectual property rights and rights in the nature of any such items throughout the world including:

- (a) all registrations, applications to register any such rights and the benefit of any pending applications for any such registrations; and
- (b) all reversions, extensions and renewals of any such rights;

'Key Dates' means the dates set out in Annex;

'Services' means the services to be provided by the TSAC under this Agreement as specified using the Annex;

'Termination Date' means the date of termination of this Agreement;

2. The Annex forms part of this Agreement. Several Annexes may be linked to this Agreement within the duration of the Agreement

PARTIES AGREE ON THE FOLLOWING

Clause 1 Subject of the agreement

- 1.1 The Agreement covers the service requests as specified in the Annex for which Client want to give an assignment to TSAC.

Clause 2 Duration of the Agreement

- 2.1 The commencement date of this Agreement is <dd-mm-yyyy>
The termination date is <dd-mm-yyyy>

Clause 3 Service requests

- 3.1 The service required must be specified in the Annex.
- 3.2 The service request must contain at least the Agreements identification TSAC/P#####, the client's services request, the services provided by TSAC, the key dates and the fees and expenses.
- 3.3 In the execution of the service request, **Parties** are represented by persons mentioned by name in the Annex.
- 3.4 One or more service requests can be part of this Agreement
- 3.5 The key dates of a service request should lie within the duration of the Agreement, set out at Clause 7

Clause 4 Expenses and fee

- 4.1 Client shall pay TSAC a fee for the services provided, as specified in the Annex
- 4.2 The fee is exclusive of VAT and its ceiling will not be exceeded without permission of client's contact person

- 4.3 Expenses made by TSAC for travelling and lodging, or third party costs (like sub-consultancy, special translations, costs for data base searches and library fees, special courier) on behalf of the service request are not included in the fee. They will be charged in accordance with client rules, including TVA without further additions, or what is specified in the Annex.

Clause 5 Invoicing

- 5.1 Invoicing of the fees will take place as specified in the Annex, using a scheme (Monthly/starting date/date of delivery/otherwise) agreed between parties
- 5.4 Expenses and cost will be invoiced as agreed in Clause 4.3
- 5.2 Invoices are sent by email to client's contact person, mentioned in the Annex
- 5.3 Invoices must be paid within 30 calendar days
- 5.4 Failure of payment will make the client liable for the statutory interest plus 3%, as well as for extrajudicial costs of collection calculated at 15% of the principal amount plus the legal costs actually incurred

Clause 6 Ownership of information and confidentiality

- 6.1 Reports and advises made by TSAC on behalf of Client becomes the property of Client
- 6.2 A Non-disclosure agreement may be agreed upon separately. In the Annex the reference to the NDA should be filled out

Clause 7 Intellectual property

- 7.1 Consultant's Background Intellectual Property will remain vested in TSAC
- 7.2 Client's Background Intellectual Property will remain vested in <COMPANY>
- 7.3 All Foreground Intellectual Property will vest in <COMPANY>

Clause 8 Liability

- 8.1. The liability of TSAC will cease 1 year after the date of delivery as specified in the Annex
- 8.2. The liability of TSAC is limited to the invoices paid
- 8.3. TSAC will never be liable for indirect and/or consequential loss or damage. TSAC will be indemnified by Client against all claims of third parties on any account
- 8.4. If TSAC is unable to perform the services due to an event of force majeure, he will have the right to suspend his obligations until the event of force majeure has ended. If that period lasts longer than two months, either of the **Parties** will have the right to dissolve the agreement, without being required to compensate the loss incurred by the other party. In that case the client will be required to pay for the services already delivered by TSAC. In this agreement, " force majeure" means, among other things, in addition to the definition of that term in the law and in case law, all external causes beyond TSAC's control, either foreseen or unforeseen, as a result of which TSAC is unable to fulfill its obligations

Clause 9 Safety and health

9.1 If the services agreed involve TSAC entering premises with safety and health concerns, then the client will ensure and guarantee that TSAC receives all supplies and instructions needed to enter the premises safely.

Clause 10 Conditions not covered in this agreement

10.1 The DNR 2015 ([Legal relationship client-architect, engineer and consultant](#)) cover all conditions not mentioned in this agreement

10.2 Deviating Purchase Order conditions should be made available to TSAC before the agreement is signed

10.3 In case of conflict between Client Purchase Order conditions and a signed Agreement, the provisions of the signed Agreement prevail

Clause 11 Governing law and competent court

11.1. This Agreement is governed by Dutch law. In the event of disputes, the court of the place where TSAC has his registered office will be the competent court, unless mandatory rules of law provide otherwise

This Agreement consists of five pages, including one Service request form (Annex)

Thus agreed upon and signed in twofold:

Theo Scheffers Arbo Consultancy <Client>

Maastricht, <place>
<date> <date>

Ir. Theo Scheffers Name :
CEO/Consultant Function:

ANNEX: SERVICE REQUEST FORM

Service request covered by the Agreement for the provision of consultancy services
 TSAC/P#####

Description of client's service request:			
Description of TSAC's actions and deliverables			
Client Project Order number (PO#)			
TSAC project identifier			
Service request sequence number			
Fees and Expenses (in € , TVA not included) , see Clause 4			
fixed fee ?	Yes / No	€	
hourly rate with ceiling ?	Yes / No	€/hr	€
Expenses agreement			
Invoicing, see Clause 5			
Key dates			
Date of request			
Starting date of the activities			
Date of delivery			
Contact person for Client			
Contact person for TSAC:	Theo Scheffers		

NDA (fill out reference)	
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Approved TSAC	Date	
	Signature	
	Name	Theo Scheffers

Approved <Company name>	Date	
	Signature	
	Name	