



# Project Agreement

Date:

Parties:

**[NAME OF COMPANY]**, a company registered in England and Wales under company number [number on Register of Companies] whose registered office is at [address of office on the Register of Companies], henceforth referred to as the Client and

**Meanbee Limited**, a company registered in England and Wales under company number 08532921 whose registered office is at 30-32 Westgate Buildings, 3rd Floor, Bath, BA1 1EF, UK, henceforth referred to as Meanbee

It is agreed as follows:

## 1. Definitions

- a. For the purpose of this Agreement the following terms shall have the following meanings:

### **Charges**

those charges and fees for the Services set out in the Statement(s) of Work.

### **Intellectual Property Rights**

all intellectual property rights, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.

### **Notice Period**

the period of notice, if any, for termination of



	the Services as may be set out in the Statement(s) of Work
<b>Meanbee Materials</b>	any documents, data, deliverables and/or material created or supplied by Meanbee pursuant to this Agreement
<b>Meanbee Personnel</b>	Meanbee's employees, agents and sub-contractors
<b>Service Commencement Date</b>	the commencement date or dates for the provision of the Services as set out in the Statement(s) of Work.
<b>Services</b>	the services to be provided by Meanbee to the Client as defined in the Statement(s) of Work
<b>Statement of Work</b>	the specification, proposal or statement of work agreed between the parties from time to time for the delivery of Services
<b>Term</b>	the period of time agreed between the parties for the provision of the Services as may be set out in the Statement(s) of Work.

## **2. Services**

- a. In consideration of payment of the Charges, and subject to the terms and conditions hereof, Meanbee shall provide the Services set out in each Statement of Work in accordance with this Agreement. Each Statement of Work will incorporate the terms and conditions set out in this agreement.
- b. The Client shall be entitled from time to time to request in writing the provision of services from Meanbee. Meanbee shall notify the Client whether it is able to provide the requested services and if so deliver a draft Statement of Work to the Client containing the Services to be provided, the time period for proving such Services and the charges payable for such Services, together with any additional terms and shall submit the draft Statement of Work to the Client for its written approval.
- c. A Statement of Work will be legally binding and have effect on the date it is signed by the authorised representatives of both parties, and provided that this Agreement has not been terminated.
- d. Each Statement of Work shall be entered into by the Client and Meanbee and forms a separate contract between its signatories.



- e. Changes to the services required during this Agreement must be provided to Meanbee in writing and will serve as amendments to the Statement of Work. Meanbee will make reasonable efforts to accommodate changes. If there are financial or delivery implications then this must also be agreed in writing.
- f. Any amendment to this agreement agreed by the Client and Meanbee shall be deemed to apply to all future Statement of Works entered into after the date of such amendment.

### **3. The Client's Obligations**

- a. The Client shall perform all of its obligations set out in this Agreement and shall, at no charge to Meanbee, promptly provide to the relevant Meanbee Personnel all of the specifications, documents, data and other information and services necessary to enable Meanbee to perform the Services under this Agreement including, where appropriate, but without limitation:
  - i. providing adequate access to the Client's premises and to relevant personnel and IT, software and administration systems;
  - ii. taking decisions and making information available as requested by Meanbee either within the timescales reasonably required by Meanbee or in the absence of a required timescale as soon as reasonably practicable following such request being made.
- b. Meanbee shall not be liable for any delay or failure to perform any Services that is directly or indirectly caused by the Client's failure to comply with its obligations under this clause 3.

### **4. Charges and Payments**

- a. The Client shall pay the Charges set out in the Statement(s) of Work in accordance with the payment terms set out therein. If no specific payment terms are set out in the relevant Statement of Work, then Meanbee shall invoice the Client on a monthly basis for Services provided in the preceding month and the Client shall settle such invoice in full within 14 days of date of the invoice.
- b. Where the Client contracts for a specific number of days in the Statement of Work, the Client agrees to pay for such number of days except where the relevant Statement of Work allows for termination of the Services upon notice.
- c. The Client will pay for the Services during any permitted notice period.
- d. Subject to the provisions of the Statement(s) of Work the Client shall pay the cost of travel, transportation or any supplies and any reasonable expenses incurred by Meanbee Personnel in the performance of this Agreement provided always that such expenses are agreed by the Client in advance, such agreement not to be unreasonably withheld or delayed.
- e. Save where a fixed price is agreed in the Statement(s) of Work, any Charge or rate of charge in the Statement(s) of Work may be increased annually by Meanbee upon not less than thirty (30) days prior to written notice to the Client to take effect any time after the first and each subsequent anniversary of the Service Commencement Date. If such increase is not acceptable to the Client, the Client may, within 30 days of such notice being received, terminate the



agreement by giving one month's written notice to Meanbee.

- f. All Charges hereunder are exclusive of VAT and any other taxes or duties that shall be charged in addition at the rates in force at the time of application.
- g. Should the Client fail to make any payment due under the terms of this Agreement by the due date, then Meanbee shall be entitled without prejudice to any other right or remedy to charge the Client interest on the amount outstanding on a daily basis at the rate of five percent (5%) per annum, such interest to be calculated from the due date for Payment therefor to the actual date of payment.

## **5. Data Protection Act**

- a. Both parties agree that they will at all times comply with their obligations under the Data Protection Act (1998) ("the Act"). Each party will indemnify the other against all actions, claims and expenses whatsoever which arise out of any breach of this provision.
- b. In the event that the Client provides Meanbee with or makes available to Meanbee personal data about any third parties for the purposes of the Services, the Client shall take all steps necessary to ensure that neither the Client nor Meanbee shall be in breach of its obligations under the Act by performing the Services. The Client accepts full responsibility for such third party personal data and hereby indemnifies Meanbee against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising from Meanbee processing such personal data. For the avoidance of doubt, the Client will be the data controller of any personal data provided to Meanbee and Meanbee will be the data processor.
- c. Meanbee have a responsibility with regards to data security, and the process is documented in the Data Security Policy document.

## **6. Confidentiality**

- a. Each party agrees to employ and to procure that its employees, agents and subcontractors use all reasonable endeavours to ensure that all data and information relating to the other's business provided to or acquired by it, its employees, agents or sub-contracts ("Receiving Party") under this Agreement is treated as secret and confidential and is only used or disclosed as is necessary for the proper and effective performance of the Receiving Party's obligations under this Agreement, and will not be disclosed to any third party unless:
  - i. the information was already lawfully known or became lawfully known to the Receiving Party independently of its involvement in this Agreement, or
  - ii. the information is or becomes within the public domain other than due to the wrongful disclosure by the Receiving Party, or
  - iii. disclosure or use is necessary for the proper and effective performance of the Receiving Party's rights under this Agreement, or
  - iv. the Receiving Party has an obligation to disclose the information to a person or body, including but not limited to regulatory bodies, having a legal right, duty or obligation to have access to the information or be informed of the information (whether or not such person or body has



- requested the information) and then only in pursuance of such a legal right, duty or obligation, or
- v. disclosure is to those employees, agents or subcontractors who need to know the information in order to perform obligations under this Agreement provided that they are made aware that they owe a duty of confidence to the other party and understand that they are bound by conditions of secrecy no less strict than those set out in this Agreement, or
  - vi. disclosure to its professional advisers who are under a duty of confidence.
- b. Notwithstanding the foregoing, the Client shall, unless it has given notice in writing to Meanbee that such consent has not been granted, be deemed to have consented to the following:
- i. the disclosure by Meanbee of the fact that Meanbee is providing the Services to the Client;
  - ii. the preparation by Meanbee (with the assistance of the Client if agreed between the parties) of a case study after completion of all or part of the Services, which may be presented by Meanbee in any format to Meanbee's clients or prospective clients;
  - iii. the use by Meanbee of certain material (as agreed between the parties from time to time) for the purpose of marketing.
  - iv. the use by Meanbee of the Client's name and logos in marketing materials produced by Meanbee.

## **7. Intellectual Property Rights**

- a. Where the Statement(s) of Work indicates that the Intellectual Property Rights in Meanbee Materials shall be owned by Meanbee, or where the Statement(s) of Work gives no indication of who will own the Intellectual Property Rights in any Meanbee Materials:
- i. all Intellectual Property Rights used or embodied in such Meanbee Materials shall be and shall remain the sole property of Meanbee or of Meanbee's licensor. No title or interest in or to the Intellectual Property Rights in such Meanbee Materials or in any modification or extension thereof shall pass to the Client, who agrees that its rights in such Meanbee Materials and to the information therein contained shall be limited to those specified in this Agreement.
  - ii. the Client agrees that it shall not alter or remove from such Meanbee Materials any details of ownership or Intellectual Property Rights used or embodied in or in connection with such Meanbee Materials.
  - iii. Meanbee hereby grants a non-assignable, non-transferable, non-exclusive licence to the Client to use such Meanbee Materials, for its own internal business purposes only to the extent required to receive the benefit of the Services.
  - iv. If this Agreement or the Statement of Work is terminated in accordance with clause 8, the licence granted under clause 7(a)(iii) will automatically terminate.



- b. Where the Statement(s) of Work indicates that the Intellectual Property Rights in specified Meanbee Materials shall be owned by the Client all Intellectual Property Rights used or embodied in such Meanbee Materials shall vest in the Client only on receipt of payment in full by Meanbee of all Charges payable under the Statement(s) of Work. All pre- existing and other Intellectual Property Rights shall remain with Meanbee and/or its licensor.
- c. Subject to clause 6, Meanbee reserves the right to use in any way it thinks fit any skills, knowledge and techniques acquired by Meanbee in performing the Services and is hereby granted a perpetual, irrevocable license to use any Meanbee Materials that are assigned to the Client under clause 7(b) above.

## **8. Term and Termination**

- a. This Agreement will commence on the date of signature and shall continue until terminated in accordance with clause 8(c).
- b. In respect of the Services, the provision thereof shall commence on the Service Commencement Date set out in the Statement(s) of Work and, subject to the provisions for earlier termination contained in this clause 8, shall continue for the Term applicable to the Services as set out in the relevant Statement of Work.
- c. In addition to any termination of this Agreement and any Statement of Work pursuant to clause 8 (a), either party may terminate this Agreement and any Statement of Work in the event that the other party:
  - i. commits any material breach of its obligations under this Agreement or any Statement of Work and fails to remedy the same within thirty (30) working days of written notice to do so. For the purpose of this clause 8 (c) a material breach shall be any act which deprives or which may deprive the party not in breach of the substantial benefit of this Agreement or any Statement of Work. For the avoidance of doubt, a failure to meet a deadline shall be considered a breach capable of being remedied;
  - ii. has a receiver or administrator appointed over the whole or any substantial part of its business or assets, or if any order is made or a resolution is passed for its winding up (other than for the purpose of a bona fide amalgamation or reconstruction of a solvent company), or suspends, or threatens to suspend, payment of its debts or is unable or deemed unable to pay its debts as they fall due or admits inability to pay its debts, or commences negotiations with all or any class of its creditors, or suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business, or any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause.
- d. In the event that the Client fails to make any payment due under the terms of this Agreement or any Statement of Work (other than in the event that, and then only to the extent that, any part of such a payment is reasonably disputed by the Client) and such payment remains unpaid thirty (30) days after the due date for



payment then, without prejudice to any other rights or remedies available to it, Meanbee shall be entitled to:

- i. suspend the Services on the provision of written notice to the Client; and/or
  - ii. to terminate this Agreement or any Statement of Work without further liability therefor on the provision of not less than fourteen (14) days' notice in writing to the Client.
- e. No termination of this Agreement or any Statement of Work however occasioned shall affect any accrued rights or liabilities of either party.
  - f. Termination of a Statement of Work shall not affect any other Statement of Work or this Agreement.
  - g. On termination of this Agreement each Statement of Work then in force at the date of such termination will also terminate.
  - h. Clauses 1, 4 (to the extent of unpaid obligations), 5, 6, 7, 8, 9 and 12 shall survive termination of this Agreement or any Statement of Work for any reason.

## **9. Warranties and Liabilities**

- a. Meanbee warrants that all Meanbee Personnel shall possess such skill and experience as is necessary for the proper performance of the Services.
- b. The limited warranty set out in clause 9 (a), is exclusive and in lieu of all other warranties, express or implied, including without limitation the implied warranty of merchantability and any warranties arising by statute or otherwise in law or from course of dealing, course of performance, or use of trade, all of which are hereby excluded and disclaimed.
- c. Meanbee accepts liability for death or personal injury that is due to the negligence of Meanbee or Meanbee Personnel in the performance of this Agreement.
- d. In the event that Meanbee fails to comply with its obligations under this Agreement then it shall be entitled to be given a reasonable opportunity to correct any errors and re-perform its obligations and provide the Services hereunder.
- e. In the event that Meanbee's failure to comply with its obligations is not remedied pursuant to clause 9(d) then the total amount of Meanbee's liability to the Client for all losses, damages, costs, claims and expenses howsoever and whenever arising under each Statement of Work shall not exceed in aggregate the amount paid to Meanbee under that Statement of Work.
- f. The sums set out in clause 9 (e) represent the total liability accepted by Meanbee for any claims arising under or in connection with this Agreement, save that no limit shall apply to any claims under clause 9 (c).
- g. In no event shall Meanbee be liable for:
  - i. any consequential, indirect or economic loss or damage, loss of profits or revenue, loss of savings, interest or production, loss of business or business benefit, loss of reputation or goodwill, whether such losses or damages arise in contract or tort;
  - ii. any loss that results from Services supplied which incorporate or are





- based upon information or materials supplied by the Client or third parties;
- iii. any loss, damage or delay in providing the Services caused by or arising from the Client's failure to comply with its obligations under this Agreement;
  - iv. any fines, penalties, sanctions or compensatory awards imposed by any statutory or regulatory body on the Client, or any compensation that the Client is required to pay to any third party, including but not limited to its clients or customers, resulting from a failure by the Client to comply with its statutory or regulatory obligations.
- h. The Services are provided by Meanbee in an advisory capacity only. Meanbee shall not be liable for any loss that results from the Client's implementation of recommendations made by Meanbee or from any decision made by the Client on the basis of advice given by Meanbee.
  - i. For avoidance of doubt, in the event that the Client enters into any arrangements with any third parties identified or introduced to it by Meanbee, Meanbee shall in no way be liable for the failure of such third party to comply with any obligations owed by it to the Client.

#### **10. Disputes**

- a. Disputes should be provided in writing to the offending party. A written response is expected from senior management within 7 days.
- b. Within Meanbee, technical disputes should be made to the Technical Director while all others should be raised directly with the Managing Director.

#### **11. The Use of Subcontractors and Agents**

- a. Meanbee may use sub-contractors and agents to perform all or any of its obligations or duties under this Agreement, provided that Meanbee shall be liable for the acts and omissions of its sub-contractors and agents as if they were Meanbee's own acts or omissions.
- b. Meanbee agrees to inform the Client in writing upon the use of sub-contractors.

#### **12. Force Majeure**

- a. Neither party or any of its employees, agents or subcontractors shall be under any liability whatsoever to the other party for any non-performance, defective performance or delay in the performance of any of its obligations hereunder caused directly or indirectly by an Act of God or by any other event or circumstance beyond the reasonable control of that party.

#### **13. Miscellaneous**

- a. References to clauses shall be to clauses of this Agreement. The Statement(s) of Work form part of this Agreement and shall be interpreted accordingly.
- b. The waiver by either party of its rights in respect of any breach of any provision of this Agreement shall not be taken or held to be a waiver in respect of any subsequent breach thereof.
- c. No alteration, modification or addition to this Agreement shall be valid unless made in writing and signed by the duly authorised representatives from both parties.





- d. All notices, documents and other communications relating to this Agreement must be in writing and delivered, or posted by first class prepaid post or sent by facsimile transmission to the registered office of Meanbee or the Client as appropriate and any such notice shall be deemed to have been duly served upon and received by the party to whom it is addressed at the time of delivery if delivered by hand, on the expiry of 48 hours after posting or at the time of transmission in the case of facsimile transmission.
- e. If any part of this Agreement is found to be unreasonable, invalid or unlawful under any enactment or rule of law the Court shall have the power to strike out or override that part whether it be an entire clause or clauses or some part or parts thereof and enforce this Agreement as if the offending part or parts had not been included.
- f. The clause headings in this Agreement are inserted for ease of reference only and shall not affect the construction or interpretation of this Agreement.
- g. In this Agreement the singular shall be deemed to include the plural and the plural shall be deemed to include the singular unless the context requires otherwise.
- h. Nothing in this Agreement shall give, directly or indirectly, any third party any enforceable benefit or any right of action against Meanbee and such third parties shall not be entitled to enforce any term of this Agreement against Meanbee.
- i. Neither party may assign the benefit of all or part of this Agreement without the prior written consent of the other party which shall not be unreasonably delayed or withheld.
- j. This Agreement constitutes the entire Agreement between the parties. Other than as expressly stated otherwise in this Agreement neither party shall be under any liability for any representations made prior to or during the operation of this Agreement.
- k. This Agreement shall be governed and construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the Courts of England.



This Agreement has been signed by the parties's duly authorised representatives on the dates shown below

**[Company Name]**

**Meanbee Limited**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position



# Statement of Work

This statement of Work forms part of and is subject to the Project Agreement between the parties dated [TBC]

## 1. Commencement Date

The provision of the Services shall commence on [TBC]

## 2. Services

[TBC]

## 3. Fees, Expenses and Payment Terms

- a. The Fees for the Services are [TBC]
- b. The Fees shall be due and payable: [TBC]
  - i. 40% of the Fees will be invoiced to the Client upon signature of this Agreement and must be paid to use before we start any of the Services, and in any event within 14 days of the date of the invoice.
  - ii. 20% of the Fees will be invoiced to the Client upon deliverance of the
  - iii. 20% of the Fees will be invoiced to the Client with the Work has been accepted by the Client in accordance with this Statement of Work and any associated Specification document.
  - iv. 20% of the Fees will be invoice to the Client at the expiration of the thirty (30) day warranty period.

## 4. Intellectual Property Rights Ownership

All Intellectual Property will be transferred to the Client once payment has been received by Meanbee in full.



**[Company Name]**

**Meanbee Limited**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position