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ASSOCIATE AGREEMENT

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Dominic Brittain & Associates
'DB&A'

Associate Agreement

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1. Definitions

‘Assignment’ – An assignment is a training and/or development piece of work for senior executives that DB&A has identified needs to be done and is to be carried out with an associate by the provision of services.

‘Assignment Commencement Date’ – The date agreed by the parties from which the Associate will be available to begin to provide the services.

‘Associate’ – the Associate is an individual whom DB&A wishes to assist them in their normal business activities, who is to deliver specialist training and development sector knowledge and support to complement that of DB&A’s staff. The Associate is named in paragraph 2 of this Agreement and the Associate will be engaged through the Associates’ Business.

‘Associate’s Business’ – the trading vehicle of the Associate and being either the Associate trading in his/her own name as the proprietor of a business or the incorporated company of which the Associate is the director and controlling shareholder and also named as a party to this Agreement.

‘Normal Business Activities’ – DB&A’s normal business activities are to provide bespoke, confidential and international leadership consulting services to clients across the corporate sector through:

- a) Workshops for CEOs/MDs and their senior leadership teams.
- b) Individual coaching for senior executives.
- c) Leadership development workshops for the ‘CEO -2’ level to enable them to better support the CEO’s leadership team, and to strengthen the pool of promotable executives.

‘Total Daily Fees’ – The Total Daily Fees are the total fees the client pays for each day of facilitation. In this context, a day is eight (8) contact hours. Total Daily Fees do not include monies paid by the client for expenses, including those for psychometric testing and Cognitive Bias Testing. All such expenses are charged to the client at cost.

2. Parties

This Agreement is made on the of, 20.... between Dominic Brittain trading as Dominic Brittain and Associates whose office is at Stapleford farm, Green lane, Hooke, Dorset, DT8 3PB (‘DB&A’) and

The Associate trading as the Associate’s Business named below.

Associate’s Name:

Telephone No:

E-mail:

Associate’s Business Name:

Principal place of business:

DB&A wishes to contract the provision of the expertise in training and development services from the Associate through the Associate's Business as will be described using Schedule 1 for each Assignment (the "Services"). The Associate is willing and able to provide such Services through the Associates Business.

By signing below, the parties hereby accept and agree the terms and conditions of this Agreement.

Signature: Signature.....

Print name..... Print name.....

Date..... Date.....

For and on behalf of
Dominic Brittain & Associates

The Associate for and on behalf of
The Associate's Business

3. Services

The Associate will faithfully and diligently carry out each Assignment when providing the Services to DB&A. The Associate joins the associate register maintained by DB&A from the date of this Agreement until terminated in accordance with clause 11 below. The Associate agrees to be available to DB&A for Assignments from time to time in accordance with clause 7 of this Agreement, and each Assignment will be identified once agreed between the parties in a re-issued Schedule 1

The whole of the Application to become an Associate and in particular the information provided to DB & A by the Associate as to the expertise of the Associate has been relied upon by DB&A and the parties agree shall form part of this Agreement.

The Associate will perform all duties covered by this Agreement:

- (a) in support of DB&A's Normal Business Activities;
- (b) in accordance with DB&A's Code of Ethics attached to this Agreement as Annex A; and
- (c) with all the due care, skill and ability of an experienced professional Associate.

With the prior written approval of DB&A, a suitably qualified and skilled Substitute may be appointed to perform the Services instead of the Associate, provided that the Substitute shall be required to be bound by the terms contained in the Agreement, including with regard to the code of ethics. If DB&A accepts the Substitute, the Associates' Business shall continue to invoice DB&A and shall be responsible for the remuneration of the Substitute.

4. Fees

In consideration of the provision of the Services, DB&A shall pay to the Associate's Business fees at the rate and in the manner set out in Schedule 1. Fees for the Associate's Business will vary according to the Services provided by the Associate to complete the Assignment, and are based upon a percentage of the Total Daily Fees that are charged to the client. Typical scenarios are attached to this Agreement at Annex B.

In the event that at any time after the Assignment Commencement Date, the Associate is not able or willing for whatever reason to continue to provide the Services (either itself or by substitutes), DB&A will not be required to pay to the Associate's Business any further fees or other sums (whether by way of compensation or otherwise) beyond the agreed fees for the days the Associate has already worked.

5. Expenses

Only where expressly permitted by Schedule 1, DB&A will submit to the client and, upon payment by the client, reimburse the Associates Business for necessary and reasonable travel, accommodation and meal expenditure incurred by the Associate in connection with providing the Services. Any such claim by the Associate must be receipted and each expense is to be identifiable as a separate item in invoices submitted for payment.

6. Payment Terms

The Associate's Business will submit invoices to DB&A in respect of fees (and permitted in Schedule 1 Expenses) for the Services of the Associate at the end of the Assignment. Except in the case of genuine dispute, these will be paid by BACS by DB&A within 7 (seven) days of receipt of payment from the client.

7. Status, Indemnification and Other Activities

The relationship of the Associate's Business (and the Associate) to DB&A will be that of independent Associate and nothing in this Agreement shall render it (nor the Associate) an employee, worker or partner of DB&A.

This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Associate's Business shall be fully responsible for and shall indemnify DB&A for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit

received by the Associate in respect of the Services, where such recovery is not prohibited by law;

(b) all reasonable costs, expenses and any penalty fine or interest incurred or payable by DB&A in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arises out of DB&A's negligence or willful default; and

(c) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Associate and/or any substitute against DB&A arising out of or in connection with the provision of the Services.

DB&A may, at its option, satisfy such indemnity (in whole or in part) by way of deduction from payments to the Associates' Business.

Nothing in this Agreement shall prevent the Associates' Business or the Associate from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Assignment provided that:

(a) such activity does not cause a breach of any of the Associate's Business or the Associate's obligations under this Agreement;

(b) the Associate's Business or the Associate shall not during the term of this Agreement engage in any such activity if it relates to a business which is similar to or in any way competitive with DB&A's activities without the prior written consent of DB&A; and

(c) the Associates' Business and the Associate shall give priority to the provision of the Services to DB&A over any other business activities undertaken by the Associates' Business or the Associate during the course of the Assignment

8. Confidentiality

The Associates' Business and the Associate, and/or any substitutes, will not disclose or use or cause to be disclosed or used, at any time during or subsequent to this Agreement, any secret or confidential information of DB&A or any of the organisations that the Associates' Business or the Associate has access to in the course of the Assignment, except as expressly authorized in writing by DB&A in connection with the Associate's Assignment or as required by law. Secret or confidential information includes (without limitation) all and any information about clients, DB&A and its associates, business plans, maturing new business opportunities, research and development assignments, product formulae, processes, inventions, designs, discoveries or know-how, sales statistics, marketing surveys and plans, costs, profit or loss, prices and discount structures, the names, addresses and contact details of customers and potential customers or suppliers and potential suppliers (whether or not recorded in writing or electronic or digital) which DB&A, or any associated entity with whom DB&A has a relationship, treats as confidential. At any stage during the Assignment at DB&A's request or on the termination of this Agreement all such confidential information in written or electronic or digital form and any copies will be returned forthwith by the Associate's Business or the Associate to DB&A.

The Associate's Business's and the Associate's obligations of confidentiality under this clause 8 shall survive the termination or expiry of this Agreement, for whatever reason.

9. Liability

Other than in respect of the proper payment of the Associate's Business's fees, DB&A shall not be liable to the Associate's Business or to the Associate in respect of any losses suffered or incurred by either of them arising out of or in connection with the Assignment. If, however, for whatever reason, any liability shall be found to attach to DB&A, any damages or other sums payable shall be limited to the amount of any fees already paid to the Associate's Business by DB&A as at the date such liability arises.

The Associate's Business shall be responsible for taking out and maintaining full and proper insurance cover in connection with the Associate's provision of the Services and shall if requested by DB & A make available details of such insurance maintained from time to time.

The Associate's Business and the Associate shall be liable for any loss, damage or injury to DB&A, (or its officers, servants or agents) resulting from their breach of this Agreement or any negligent acts or omissions during the provision of the Services (including the negligent acts or omissions of any of the personnel identified in Schedule 1 and/or any substitutes) and shall indemnify and keep indemnified DB&A against any third party's claim or claims made in relation to such breach, negligent acts or omissions. Such indemnity is to continue for a minimum of two years after the termination or expiry of this Agreement, for whatever reason.

Nothing in this Agreement is intended nor shall exclude or limit any party's liability for causing death or personal injury by its negligence or for its fraudulent misrepresentation or any circumstances where such exclusion of liability is not permitted by law.

10. Intellectual Property

The Associate's Business hereby assigns to DB&A all existing and future Intellectual Property Rights and title in the Works (as defined below) and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Associate's Business and/or the Associate (as the case may be) holds legal title in these rights on trust for DB&A.

The Associate and the Associate's Business undertake to DB&A:

- (a) whenever requested to do so by DB&A promptly to deliver to DB&A all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Assignment and the process of their creation which are in their respective possession, custody or power;
- (b) not to register nor attempt to register any of the Intellectual Property Rights in the Works, unless requested to do so by DB&A; and to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works has passed, or will pass, to DB&A.

The Associate and the Associates' Business each warrant to DB&A that:

(a) it has not given and will not give permission to any third party to use any of the Works nor any of the Intellectual Property Rights in the Works;

(b) it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and the use of the Works or the Intellectual Property Rights in the Works by DB&A in pursuit of its commercial objectives will not infringe the rights of any third party.

The Associate and the Associates' Business jointly and severally agree to indemnify DB&A and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by DB&A or for which DB&A may become liable with respect to any intellectual property infringement claim or other claim relating to the Works supplied by the Associate and the Associates' Business to DB&A during the Assignment. DB&A may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Associate's Business.

The Associate and the Associate's Business each undertake to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of DB&A and at any time either during or after the Assignment as may, in the opinion of the DB&A, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of DB&A and to defend DB&A against claims that works embodying Intellectual Property Rights infringe third party rights and otherwise to protect and maintain the Intellectual Property Rights in the Works.

The rights and obligations set out in this clause 10 shall survive the termination or expiry of this Agreement for whatever reason.

In this clause 10:

(a) "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world; and

(b) "Works" means all exercises, records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, used in connection with the Assignment.

11. Termination

DB&A may by written notice terminate this Agreement at any time if:

- (a) The Associate or the Associate's Business shall have been in breach of any term of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by the Associate within three days of receipt by the Associate of a written notice from DB&A specifying the breach and requiring its remedy;
- (b) The Associate or the Associate's Business shall have refused or failed within a reasonable time to provide any one or more of the Services after being instructed in writing by DB&A;
- (c) The Associate, the Associate's Business (and/or substitutes) shall have conducted themselves in any manner which in the opinion of DB&A has brought or is likely to bring either DB&A or the entities with whom DB&A has a relationship into disrepute or has or is likely to impair the Associate's and the Associate's Business's ability to provide any of the Services to DB&A or to do so in any manner or at any time which shall reasonably be required of the Associate;
- (d) The Associate's Business shall fail to increase or amend its insurance cover to DB&A's satisfaction in accordance with clause 9 within a reasonable period, DB&A shall have the right to terminate this Agreement forthwith and without further notice (and without any further payment to the Associate other than in respect of any days already worked in connection with the Assignment);
- (e) A Force Majeure Event (as defined below) affects the Associate's Business or the Associate and the period of delay or non-performance continues for two months; or
- (f) The Associate's Business has materially changed (e.g. the Associate has changed employers). Associates are required to promptly inform DB&A of such changes of circumstances and DB&A will inform the Associate if this agreement is to be terminated as a result, with any such decision not to be unreasonably withheld or delayed.

This Agreement shall automatically terminate forthwith in the event that:

- (a) DB&A, the Associate's Business or the Associate passes a resolution or has an order made for its winding-up other than for the purpose of re-construction or amalgamation;
- (b) a receiver or administrative receiver is appointed over all or any of the property; assets of DB&A, the Associate's Business or the Associate;
- (c) an application is made for the appointment of an administrator (as defined in the Insolvency Act 1986) of DB&A, the Associate or the Associate's Business;

(d) DB&A, the Associates' Business or the Associate becomes unable to pay its debts within the meaning of Section 123 (2) of the Insolvency Act 1986; or

(e) the Associate is declared bankrupt or makes any arrangement with or for the benefit of creditors or has a county court administration order made against it.

This Agreement will be annually reviewed by DB&A around the anniversary of the date in Clause 2 above, and may be terminated at any time by DB&A, the Associate or the Associate's Business by giving to the each other not less than one month's written notice. If there is any exemption to this clause, this will be detailed in a Schedule 1.

12. Other contractual terms

12.1 Force Majeure

No party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from national emergency or prohibitive governmental regulation or legislation ("Force Majeure Events"). In such circumstances, the affected party shall, subject to Clause 11, be entitled to a reasonable extension of time for performing such obligations.

12.2 Entire Agreement

Each party acknowledges that this Agreement contains the entire Agreement between the parties and, save for the Application made by the Associate, neither has relied upon any oral or written presentation made to it by the other party or its employees or agents and has made its own independent investigations into all matters relevant to this Agreement.

12.3 Prior Agreement

For the avoidance of doubt this Agreement supersedes any prior Agreement between the parties whether written or oral and any such prior Agreements are cancelled as at the date of this Agreement but without prejudice to any rights which may have accrued to either of the parties under or by virtue of any such prior Agreement.

12.4 Notice

Any notice to be served on either of the parties by the other shall be sent in writing to the address of the relevant party, either by recorded delivery post, facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee 2 working days after posting the notice by first class recorded post or twenty four hours after transmission if sent by facsimile transmission or upon delivery to the recipient's mail server if sent by electronic mail to the correct electronic email address.

12.5 Headings

Headings contained in this Agreement are for reference purposes only are not incorporated in this Agreement and should not be deemed to be an indication of the meaning of the clauses to which they relate.

12.6 Joint and several liability

The Associate's Business and the Associate shall be jointly and severally liable for their obligations under this Agreement.

12.7 Assignments and other dealings

This Agreement is personal to the Associate's Business and the Associate and neither of them shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of their rights and obligations under this Agreement.

12.8 Cumulative Rights

All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any rights or rights under this Agreement shall restrict or prejudice any other right or rights granted by this Agreement or otherwise available to it.

12.9 Waiver

The failure by a party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be deemed to be a waiver by the party who has failed to enforce the said terms and conditions and shall be without prejudice to such party's right at any time subsequently to enforce all of the terms and conditions of this Agreement.

12.10 Third Party Rights

A person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

12.11 Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

12.12 Tools and equipment

It is a specific intention of this agreement that the Associate will provide tools and equipment necessary to undertake the works. Without prejudice to the generality of the foregoing this will include all costs such as graphic design packages, IT hardware and software, photography etc.

12.13 Levels of work

It is agreed between the parties to this contract that there is no guarantee, either upper or lower, as to the level of the work, which will be provided by DB&A to the Associate. In the event that there are periods when there are no Services (required by the Client for the Associate) to perform, the Associate shall not be paid a retainer for these periods. The fee is only payable in respect of Services actually provided.

12.14 Codes of practice

In undertaking work on behalf of DB&A the Associate will ensure that they comply at all times with any relevant codes of practice or normally accepted standards of conduct expected of a professional in their field.

13. RESTRICTION

- 13.1 During the period of 12 months after the termination of the Agreement the Associate shall not directly or indirectly and whether on its own account or in any other capacity for or on behalf of any other person, firm, company or organisation:
- 13.1.1 provide services of the same or a similar kind as the Services to the Client or for the benefit of any Client with whom they had dealings during the period of the agreement or to or for the benefit of any company or organisation associated DB&A or;
 - 13.1.2 enter into any contract for services or service contract with or for the benefit of any Clients with whom they had dealings during the period of the agreement.
- 13.2 The covenants and undertakings set out in this condition are considered by DB&A and the Associate to be reasonable and necessary for the legitimate protection of the DB&A and the Associate agrees that such covenants and undertakings are reasonable. It is agreed by the Associate that if any such covenants or undertakings shall be adjudged to be void as contrary to public policy or on any other ground or invalid or unenforceable, then such covenant or undertaking shall be deemed deleted from these Terms and Conditions and shall not affect any other of such covenants or undertakings

14. Data Protection

- 14.1 In order to keep and maintain records relating to the service you provide it will be necessary for DB&A to record, keep and process personal data relating to you. We will comply with all applicable requirements of current data protection legislation including the Data Protection Act 1998 and the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) in force from time to time and any applicable national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any replacement legislation in the UK to the Data Protection Act 1998 and the GDPR.
- 14.2 At all times your information will be treated in accordance with our non-contractual Privacy Notice which is annexed to this Agreement which may be varied from time to time.

15. Schedule 1

Assignment of Associate

Purchase Order No.

This schedule is made under the terms of the Associate Agreement dated
between Dominic Brittain & Associates (“DB&A”) and [Name and address] (“The
Associate”) and [Name, registered office and company number] (“The Associates’ Business)

Assignment: [Programme name and the nature of the specialist support required]

Deliverables:

Assignment Commencement Date:

Assignment End Date:

Fees:

Time Commitment:

VAT The fees per person per day are Exclusive/ Inclusive of VAT. It is the responsibility of
the Associate and the Associates’ Business to record VAT.

Acceptance of the Assignment

In accordance with the terms and conditions of the Associate Agreement and IN WITNESS
whereof this schedule has been executed on the date given above before written by the
undersigned persons who are duly authorised by the respective parties:

For and on behalf of Dominic Brittain & Associates

Signed:

Dated:

For and on behalf of the Associate and the Associates’ Business

I, the Associate, confirm that I have read, understood and accepted the detail outlined in
Schedule 1 above, together with the Associate Agreement and am duly authorised to sign for
and on behalf of the Associate’s Business

Signed:

Dated:

Return of the Acceptance of the Assignment:

The Associate is to sign and return the above terms and conditions either by post or
attached to an e-mail:

Dominic Brittain & Associates

Stapleford Farm,

Green Lane,

Hooke,

Dorset, DT8 3PB.

Email: enquiries@dominic-brittain-associate

16. Annex A - DB&A Code of Ethics

Code of Ethics

Those who are engaged to carry out work on behalf of DB&A must regard themselves as bound to conform to these principles.

1. In all work carried out by or on behalf of DB&A, whether the client is in the public sector or not, the Staff and Associates must take heed of the Nolan principles for those in public office, namely selflessness, integrity, objectivity, accountability, openness, honesty and leadership.
2. The Associate must recognise his/her obligations to DB&A and must always advise and act in the best interests of DB&A.
3. The Associate must do nothing to compromise the reputation of DB&A, nor to damage the trust and confidence placed in it by the clients it serves.
4. DB&A demands and maintains the highest ethical standards in carrying out its work. The Associate must do likewise in connection with the Assignment.
5. In dealings with individuals the Associate will adhere to the principles of kindness and natural justice.
6. The advice, guidance and work provided by the Associate will be informed by the principles of equal opportunity.
7. A proper respect for confidentiality will not prevent the Associate from raising legitimate concerns about malpractice with the appropriate authority.
8. Where issues become known to the Associate which may affect the operation of DB&A, or the service it provides, he/she must, subject to the above principles, inform the relevant officer of DB&A.

17. Annex B – Services typically required to complete an Assignment

Services	Associate on 10% of TDF		Associate on 30% of TDF		Associate on 40% of TDF		Associate on 70% of TDF	
	DB&A staff	Associate						
Identify Client		X	X			X		X
Pitch to client		X	X			X		X
Scope the Assignment	X		+	+	+	+	+	+
Negotiate and prepare contract	X		X		X		X	
Design Works	X		+	+	+	+	+	+
Produce facilitators' schedule	X		+	+	+	+		X
Admin - personality instrument (if used)	X		X		X		X	
Personality instrument debriefs	X		+	+	+	+		X
Admin – Cognitive Bias Test (if used)	X		X		X		X	
Qualitative survey interviews (if used)	X		+	+	+	+		X
Admin – qualitative survey (if used)	X		X		X		X	
Print materials for use in workshop	X		X		X		X	
Provide props for use in workshop	X		X		X		X	
Liaise with client HR Department	X		X		X			X
Design effectiveness surveys	X		+	+	+	+	+	+
Pre-workshop survey administration	X		X		X		X	
Deliver workshops	X		+	+	+	+		X
Follow-up survey administration	X		X		X		X	
Follow up with client HR	X		X		X			X
Invoice client and follow up payment	X		X		X		X	

Key

TDF: Total Daily Fees for all facilitators on the Assignment as contracted with the client

X: Undertaken alone

+: Jointly undertaken