Inter-Company Services Agreement

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This document is an Inter-Company Services Agreement (the “Agreement”) and is effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "First Party"), a company organised and existed under the laws of [COUNTRY], located:

 [YOUR ADDRESS]

**AND: [SECOND PARTY NAME]** (the "Associate Company"), a company organised and existing under the laws of [COUNTRY], located:

 [COMPLETE ADDRESS]

# PREAMBLE

WHEREAS [YOUR COMPANY NAME] is a [SPECIFY INDUSTRY] company specialised in [SPECIFY COMPANY SPECIALISATION];

WHEREAS Associate Company is a company specialising in [SPECIFY];

WHEREAS the parties and the Company are desirous of working together about the conduct of [SPECIFY PROJECT];

NOW THEREFORE this Agreement witnessed that in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

**1. DEFINITIONS**

In this Agreement, except where the context or subject matter is inconsistent in addition to that, the following terms shall have the following meanings:

1.1 **“Agreement”** shall mean this document, the annexed appendices, which are incorporated herein, together with any future written and executed amendments agreed to by the parties.

1.2 **“Affiliated Companies”** shall mean any company or another business enterprise, which directly or indirectly controls, is controlled by or is under common control by a party.

1.3 **“Associated Staff”** shall mean any officer, director, employee, agent, or student of a Party, and any other person involved in the execution of this Agreement, excluding patients solely involved as subjects in studies.

1.4 **“Documentation”** shall mean all documents, regardless of form, relating to the Project.

1.5 **“Intellectual Property Rights”** shall mean any and all rights, title and interest in and to any and all ideas, discoveries, inventions, creations, works and know-how including, without limitation, patents, trademarks, service marks, designs, integrated circuit topographies, copyrights, including applications for any of the foregoing, as well as design rights, confidential information, trade secrets and any other similar intellectual property rights protected in [COUNTRY] and in any other country.

1.6 **“Material”** shall mean any and all information and materials, relating to a Party’s business, business processes and methods of doing business, given to the other Party from time to time for review, data processing, or for any other reason, and all copies thereof regardless of form or storage medium, including, but not limited to, documentation, notes, formulae, components, drawings, data, flow-charts, plans, specifications, techniques, processes, algorithms, inventions, prototypes, protocols, patent portfolio, pre-clinical and clinical studies, contracts, marketing and other financial and business plans, and includes, without limitation, all confidential and proprietary information which is at any time so designated a Party by the other Party, either in writing or orally.

1.7 **“Project”** shall mean [DESCRIBE THE DETAILS OF THE PROJECT].

1.8 **“Services”** shall mean the services as described in Subsection 2.1 hereof.

**2. SCOPE OF WORK**

2.1 The parties agree to act as independent contractors for each other. [YOUR COMPANY NAME] will perform professional services as described in Appendix “A” to this Agreement (the “Company Services”), a copy of which has been appended hereto and initialled by the parties for identification. Associate Company will perform professional services as described in Appendix “B” (the “Associate Company Services”), a copy of which has been appended hereto and initialled by the parties for identification. “Services” shall mean either or both of the Company Services and the Associate Company Services, as the case may be.

2.2 Each Party agrees to use its best efforts to assign personnel with the proper skill level and type of experience, to ensure that the Services will be completed in a timely and successful manner.

2.3 In the event that a Party does not have personnel with the proper skill level or experience to provide the Services required under the terms of this Agreement, such Party may engage the services of such competent personnel, or may subcontract or assign a portion of the Services to be rendered, with the prior written consent of the other Party to this Agreement. Notwithstanding such approval, the sub-contracting Party shall be primarily responsible and liable for the services rendered by such personnel, subcontractor or assignee and shall be responsible for the payment of the remuneration payable to such personnel, subcontractor or assignee, which shall be included in the total compensation described in Section 3 hereof.

2.4 Each Party will, on a regular basis, keep the other Party appraised of the work in progress under the terms of this Agreement and will meet from time to time with the other Party, to review the Services performed or to be performed under the provisions hereof.

**3. FEES AND EXPENSES**

3.1 Associate Company will pay [YOUR COMPANY NAME] for Company Services satisfactorily rendered under the payment schedule described in Appendix “C” to this Agreement (the “Company Budget”), a copy of which has been appended hereto and initialled by the Parties for identification. Company shall not be permitted to incur any cost or expense that would cause the Company Budget to be exceeded, without the prior written approval of [YOUR COMPANY NAME], in the form of an amendment to this Agreement.

3.2 [YOUR COMPANY NAME] will pay Associate Company for Associate Company Services satisfactorily rendered under the payment schedule described in Appendix “D” to this Agreement (the “Associate Company Budget”), a copy of which has been appended hereto and initialled by the parties for identification. Associate Company shall not be permitted to incur any cost or expense that would cause the Associate Company Budget to be exceeded, without the prior written approval of the Company, in the form of an amendment to this Agreement.

**4. RELATIONSHIP OF THE PARTIES**

4.1 As each Party is undertaking to perform professional services for the other, and is doing so as an independent contractor and not as an employee, agent, partner, or joint venturer of the other Party, the fees will be limited to those stated in Appendices “C” and “D”, attached hereto, as the case may be. Neither Party will participate in any employee benefit plans of the other Party nor receive any other compensation beyond that stated in such Appendices “C” and “D”. Neither Party will have any power or authority to bind the other or to assume or create any obligation or responsibility, express or implied, on the other’s behalf or in the other’s name, and neither Party will represent to any person or entity that it has such power or authority.

**5. STATUS OF THE PARTIES**

5.1 Neither Party is responsible for verifying the existence or sufficiency of the qualifications, authorisations, permits or licences of the other Party and/or the other Party’s employees. Each Party represents and warrants that it and any of its employees are authorised to work and are not acting and will not act during the term of this Agreement in violation of any applicable laws and the regulations thereunder or any agreement it has entered into with a third party. Each Party will indemnify the other Party against any and all claims, damages, losses and other liabilities including, but not limited to, fines, penalties, and/or attorneys’ fees incurred by a Party because the other Party and/or the other Party’s employees or agents are not authorised to perform all or part of the Services.

**6. EQUIPMENT, TOOLS, MATERIALS AND/OR SUPPLIES**

6.1 Unless otherwise expressly specified in this Agreement, each Party shall supply, at its sole expense, all equipment, tools, materials, supplies and other resources necessary to perform the Services.

6.2 In the event that any equipment, tool, material, supply or other resource, including any computer equipment, is supplied by a Party, and unless expressly specified in this Agreement, such equipment, tool, material, supply or other resource must be promptly returned to said Party, upon request or upon expiry or termination of this Agreement for any reason. Such equipment, tool, material, supply or other resource must be packaged appropriately to ensure its protection upon return to the other Party and be returned in good working order and an appropriate state of repair, taking into consideration normal wear and tear during the performance of the Services. Should a Party fail to fulfil its obligations under this Subsection 6.2, said Party shall be liable for the cost of replacement of such equipment, tool, material, supply or other resource in the condition such equipment, tool, material, supply or other resource would have been had these obligations been fulfilled.

**7. TERM AND TERMINATION**

7.1 This Agreement will come into force as of the Effective Date and will expire on [DATE] unless extended by the parties in writing or otherwise terminated by the parties by the terms of this Agreement.

7.2 Associate Company shall have the right to terminate or cancel all or part of the Services contemplated by this Agreement or any request for Services on any specific task at any time by giving Company [NUMBER] days prior written notice of its intent to so terminate or cancel. If Associate Company desires to cancel or terminate any or all of [YOUR COMPANY NAME]’s activities, [YOUR COMPANY NAME] will assemble and turn over forthwith in an orderly fashion to authorised representatives of Associate Company, the Material and Documentation, including draughts of all write-ups, notes, and other information, materials and deliverables, if any, related to the Services. If Associate Company terminates this Agreement before the end of the term, it shall pay [YOUR COMPANY NAME] only for Services satisfactorily performed and not previously paid, and any justified irrevocably obligated reasonable expenses for non-cancellable commitments, up to the effective date of termination.

7.3 Associate Company shall incur no liability, under this Agreement or otherwise at under [COUNTRY] law or in equity, for Company Services not satisfactorily performed and may request the immediate replacement of any of [YOUR COMPANY NAME]’s personnel.

7.4 Upon termination of the Agreement, each Party shall immediately deliver to the other Party all material, documents and data in its possession or under its control owned by the other Party relating to the Project. Each Party shall cooperate reasonably with the other in the event of termination of the Project.

**8. FAILURE TO PERFORM**

8.1 If the performance of this Agreement or any obligation hereunder, except the payment of monies, is prevented, restricted or interfered with by reason of any cause beyond the reasonable control of the affected Party, the affected Party shall, upon immediate notice to the other Party, be excused from such performance to the extent of such prevention, restriction or interference, provided that the Party so affected shall use its best efforts to resume performance hereunder with the utmost dispatch whenever such causes are removed. If such performance cannot be resumed within [NUMBER] days after the date of notice by the affected Party, then Associate Company shall have the right to provide notice to [YOUR COMPANY NAME] that it is terminating this Agreement forthwith with no further obligation or liability other than for payment of any Company Services that have, to that date, been performed by [YOUR COMPANY NAME] to the reasonable satisfaction of Associate Company.

8.2 If either Party becomes bankrupt or insolvent or if a petition or other proceeding is filed by or against a Party for re-organisation, arrangement or relief under any law relating to bankruptcy or insolvency, or if a receiver is appointed *in re*spect of a Party’s property and assets or a substantial part thereof, or if a Party makes an assignment for the benefit of creditors or if proceedings are instituted for the liquidation or winding-up of the business or assets of a Party, then such acts shall be considered a default under this Agreement. In such event, the non-defaulting Party may, at its option, terminate this Agreement upon providing notice in writing to the other Party hereto. This Agreement, once such notice is given, shall be terminated forthwith with no further obligation or liability other than for payment of any Services that have, to that date, been performed by [YOUR COMPANY NAME] or Associate Company, as the case may be, to the reasonable satisfaction of the other Party.

**9. TAXES**

9.1 Payments to either party for Services rendered shall be made without any deductions for taxes, duties, or other charges of any kind whatsoever, in conformity with each Party’s status as a non-employee [COUNTRY] resident. Any taxes that may be due and payable as a result of the payments herein specified by the parties shall be due and payable as part of this Agreement. Each Party undertakes to pay all taxes, duties or other charges for which it may be liable on such payments when due and note the amounts about such taxes.

9.2 Each Party reserves the right to withhold whatever taxes, duties, charges or other payments, from the other Party, as are required by [COUNTRY] law.

**10. CONFLICTING WORK**

* 1. During the term of this Agreement, or any extension thereof, [YOUR COMPANY NAME] will not, in [SPECIFY GEOGRAPHIC LOCATION], and for [NUMBER YEARS] thereafter, compete, directly or indirectly, or participate as a director, officer, employee, shareholder, partner or joint venturer nor provide any Company Services for any business competing, directly or indirectly, with the manufacture, sale or distribution of any products which are then currently marketed by Associate Company or its affiliates, without the prior written approval of Associate Company. Ownership of not more than [PERCENTAGE %] of the stock of a competing company or an interest not exceeding [PERCENTAGE %] in any competing partnership or joint venture, however, shall not in itself be deemed to be a violation of this Agreement.

**11. OWNERSHIP OF EXISTING PROPERTY AND DATA**

11.1 Any Material, Documentation and related information and documents (including, without limitation, data, computer software and hardware) and Intellectual Property Rights contained therein, furnished by either Party for use by the other Party in connection with this Agreement shall remain the exclusive property of the furnishing Party.

**12. OWNERSHIP OF FUTURE PROPERTY AND DATA**

[IF ASSOCIATE COMPANY IS TO OWN THE IP RELATING TO THE PROJECT: USE SUBSECTIONS …..]

12.1 Except as specifically set forth in this Section 12, all rights relating to the Project or otherwise arising from the Project, and all Intellectual Property Rights therein that are conceived, generated or reduced to practice, as the case may be, during the term of this Agreement, or within [NUMBER] years subsequent to the termination or expiration of this Agreement, by Associate Company, the [YOUR COMPANY NAME], any investigator or jointly by Associate Company, the [YOUR COMPANY NAME] and/or any investigator, shall be the exclusive property of Associate Company

12.2 [YOUR COMPANY NAME] hereby assigns to Associate Company all rights, title and interests, including, but not limited to, all Intellectual Property Rights in the Project or otherwise relating to the Project and any associated items, including, but not limited, to all work products, data, Material, Documentation, and Intellectual Property Rights therein. [YOUR COMPANY NAME] agrees to execute such documents and take such other action as necessary to give effect to these rights in [COUNTRY] and/or foreign countries.

12.3 [YOUR COMPANY NAME] hereby waives and will cause the authors to waive, in favour of Associate Company, all moral rights, in those jurisdictions where such waiver is not prohibited at law, in any work created or derived, or arising from its work under this Agreement.

12.4 [YOUR COMPANY NAME] agrees and acknowledges that it shall acquire no right of any kind whatsoever concerning the property relating to the Project or otherwise arising from the Project.

12.5 [YOUR COMPANY NAME] agrees not to instal or use any proprietary software of a third party on any Associate Company computer unless [YOUR COMPANY NAME] has, in writing, the software owner’s permission or licence to do so and Associate Company’s written agreement to do so.

12.6 [YOUR COMPANY NAME] agrees to provide Associate Company with copies of all items, documents, notes whether in digital, printed or other form that relates to any obligation under this Agreement. Such copies shall be provided to Associate Company upon Associate Company’s request and upon termination or expiry of this Agreement.

12.7 [YOUR COMPANY NAME] agrees to obtain, for the benefit of Associate Company, all necessary licences and consents such that the Associate Company can continue to use the work performed by [YOUR COMPANY NAME] for the period of time as is necessary for Associate Company to obtain all the benefits available to it by virtue of the work performed by the Company under this Agreement.

12.8 [YOUR COMPANY NAME] shall not use, license, distribute or exploit any work created as a result of this Agreement without the express written agreement of Associate Company.

12.9 [YOUR COMPANY NAME] represents and warrants that any data, information, materials and other deliverables to be provided to Associate Company under this Agreement can be used by Associate Company without the need for any proprietary knowledge or information held by [YOUR COMPANY NAME] or a third party and that no specific licence or sublicense would be required by Associate Company following completion of the services by [YOUR COMPANY NAME].

12.10 [YOUR COMPANY NAME] will indemnify, defend and hold harmless Associate Company and its affiliates, and their employees, officers, directors, agents and contractors against and from any losses, claims, proceedings or investigations arising out of or relating to any infringement or unauthorised use of any third party proprietary and/or Intellectual Property Rights arising out of or relating to the performance of the services by the Company under this Agreement.

[IF [COMPANY NAME] AND COMPANY ARE TO OWN JOINTLY THE IP RELATING TO THE PROJECT: USE SUBSECTIONS 12.11 TO 12.18.]

12.11 Except as specifically set forth in this Section 12, all rights relating to the Project or otherwise arising from the Project, and all Intellectual Property Rights therein that are conceived, generated or reduced to practice, as the case may be, during the term of this Agreement, or within [NUMBER] years subsequent to the termination or expiration of this Agreement, by Associate Company, [YOUR COMPANY NAME], any investigator or jointly by Associate Company, [YOUR COMPANY NAME] and/or any investigator, shall be owned jointly by Associate Company and [YOUR COMPANY NAME].

12.12 Each Party agrees to execute such documents and take such other action as necessary to give effect to the joint ownership rights set out above in [COUNTRY] and/or foreign countries.

12.13 Each Party agrees not to instal or use any proprietary software of a third party on any computer of the other Party unless it has obtained, in writing, the software owner’s permission or licence to do so and the other Party’s written agreement to do so.

12.14 Each Party agrees to provide the other Party with copies of all items, documents, notes whether in digital, printed or other form that relates to any obligation under this Agreement. Such copies shall be provided to a Party upon a Party’s request and upon termination or expiry of this Agreement.

12.15 Each Party agrees to licence to the other Party all necessary rights such that each Party can continue to use the work performed by the other Party for as long as is needed to obtain all the benefits available to it by virtue of the work performed by the other Party under this Agreement. Whenever such a licence involves confidential information, each Party agrees to maintain the confidentiality of such information at any cost. [Note to draft: Depending on the context, the term of the licence should be specified. Also, the nature of the licence may be circumscribed, *i.e.* for internal use only.]

12.16 Each Party agrees to obtain, for the benefit of the other Party, all necessary licences and consents from third parties such that each Party can continue to use the work performed by the other Party for the period of time as is necessary for each Party to obtain all the benefits available to it by virtue of the work performed by the other Party under this Agreement. [Note to draft: Depending on the context, the term of the licence should be specified. Also, the nature of the licence may be circumscribed, *i.e.* for internal use only.]

12.17 Neither Party shall use, license, distribute or exploit any work created as a result of this Agreement without the express written agreement of the other Party.

12.18 Each Party represents and warrants that said Party can use any data, information, materials and other deliverables to be provided to a Party under this Agreement without the need for any proprietary knowledge or information held by the other Party or a third party or that any necessary consent to use such information will be provided.

12.19 Each Party will indemnify, defend and hold harmless the other Party and its affiliates, and their employees, officers, directors, agents and contractors against and from any losses, claims, proceedings or investigations arising out of or relating to any infringement or unauthorised use of any third party proprietary and/or Intellectual Property Rights arising out of or relating to the performance of the Company Services or the [COMPANY NAME] Services, as the case may be.

**13. PUBLICATIONS AND PRESENTATIONS**

13.1 Neither Party shall make any presentation or publication relating to either

13.1.1 its work hereunder; or

13.1.2 information disclosed to it by the other Party in connection herewith, without the other written prior approval, which may be withheld, both as to content and method (including time) of publication or presentation.

**14. CONFIDENTIALITY**

14.1 Each Party hereby acknowledges and agrees that information and material that it may have, and may continue to, come into contact with, either in oral, written, graphic, photographic, recorded or in any other form, including, without limitation, the Material and Documentation, may be highly confidential, and that this information and material (the “Confidential Information”) is being made available by the disclosing Party (the “Disclosing Party”) to the receiving Party (the “Recipient”) solely for performing the Services under this Agreement and for no other purpose.

14.2 The Disclosing Party shall continue to be the exclusive owner of all Confidential Information, including, without limitation, the Material and Documentation and other information and material (including trade secrets) and Intellectual Property Rights contained therein, made available to the Recipient, under this or any other agreement, all of which are proprietary to the Disclosing Party.

14.3 Where information or material received by the Recipient is not labelled confidential, the Recipient agrees to treat it as such, unless the Disclosing Party indicates otherwise in writing.

14.4 The Recipient agrees that its directors, officers and employees will use any Confidential Information provided by the Disclosing Party only in order to comply with its obligations under this Agreement and agrees to only disclose such information to those of its directors, officers and employees (including those of an Affiliated Company) directly concerned with the work under this Agreement. Subject to the provisions herein, the Recipient agrees that it will not disclose any Confidential Information, including, without limitation, any part of the Material or Documentation, to a third party nor use it for any other purpose either for itself or a third party.

14.5 The Disclosing Party may, at its discretion and where reasonable, require the Recipient’s directors, officers, employees or third parties contracted by the Recipient, who perform the Services, to sign a confidentiality agreement *in re*spect of the Confidential Information, including, without limitation, the Material or Documentation, or work to be done with respect to the Services. Should an employee of the Recipient or [NUMBER] party contracted by the Recipient refuse to sign such an agreement, they may be refused access to the Disclosing Party’s premises, at the Disclosing Party’s discretion. Such refusal shall in no way constitute a breach of any sort under or constitute an intention to terminate this Agreement. In such a case, the Recipient further agrees, at the request of the Disclosing Party, to remove the said employee or third party contracted to do the work from performing the Services. The Recipient agrees to replace the said employees or third party contractors with personnel who agree to be bound by such a confidentiality agreement.

14.6 The Recipient shall, at all times, preserve the proprietary, confidential and/or trade secret nature of the Confidential Information both during and after the term of this Agreement irrespective of the manner or method in which it is terminated.

14.7 No Confidential Information of any kind, whether in digital or any other form given to the Recipient by the Disclosing Party to fulfil its obligations under this Agreement, may be retained by the Recipient after the termination or expiration of the term of this Agreement.

14.8 Obligations of confidentiality contained in this Agreement shall not apply to any information or material that the Recipient can demonstrate was part of the public knowledge or already known to the Recipient on the date it was disclosed, or subsequent to the time of disclosure became part of the public knowledge through no fault of the Recipient, or was rightfully disclosed to the Recipient by a third party. If the Recipient becomes legally compelled to disclose any Confidential Information, it shall promptly inform the Disclosing Party of such fact in writing to allow the Disclosing Party to take appropriate protective actions or measures or to seek orders to protect the interests of the Disclosing Party.

14.9 If processing any personal data on the Disclosing Party’s behalf, the Recipient shall only do so in accordance with the Disclosing Party’s instructions and applicable data protection legislation and only for the purposes designated by the Disclosing Party. Also, the Disclosing Party shall take all appropriate technical and organisational measures to prevent unauthorised or unlawful processing, unwarranted disclosure, or accidental loss, destruction of, or damage to, such data.

14.10 If, in the performance of Services, either Party collects, holds, uses, communicates or discloses any personal information related to an individual, such Party agrees to comply with applicable data protection legislation. In such event, each Party agrees to obtain specific consent from the individual concerned for the communication or disclosure of the individual’s personal information to the other Party and the use of the individual’s personal information by the other Party.

**15. REPRESENTATIONS AND WARRANTIES**

15.1 Each Party hereby represents and warrants to the other that:

15.1.1 it has all required capacity and corporate authorisation to enter into this Agreement and be bound by the obligations provided hereunder;

15.1.2 its execution of this Agreement and the performance of its obligations hereunder will not constitute a violation or breach of any obligation of any agreement between it and any third party or a violation of its legal obligations, including any applicable regulatory requirements; and

15.1.3 it holds sufficient rights to use all tools and equipment used in the performance of the Services and to grant any Intellectual Property Rights it purports to grant under this Agreement, free and clear of any encumbrances.

**16. INSURANCE AND INDEMNIFICATION**

16.1 During the term of this Agreement, [YOUR COMPANY NAME] shall procure and maintain comprehensive general liability insurance, which shall include blanket broad form contractual liability coverage, with limits of not less than [AMOUNT] per occurrence for bodily injury and property damage, combined single limit. [YOUR COMPANY NAME] shall also procure and maintain worker’s compensation insurance in accordance with relevant provincial/state statutory limits, employer’s liability insurance with a limit of not less than [AMOUNT] per occurrence, automobile liability insurance covering all owned, hired and non-owned automobile equipment with limits of not less than [AMOUNT] per occurrence for bodily injury and property damage, combined single limit, professional liability insurance (errors & omissions) with a limit of not less than [AMOUNT] annual aggregate and excess liability or umbrella insurance with a limit of not less than [AMOUNT] annual aggregate. [YOUR COMPANY NAME] shall, at Associate Company’s request, provide [COMPANY NAME] with a certificate(s) of insurance evidencing any such coverage described in this Subsection. [YOUR COMPANY NAME] shall require all of Associate Company subcontractors retained in connection with this Agreement, if any, to provide the coverage above as well as any other coverage [YOUR COMPANY NAME] may consider necessary.

16.2 Each Party (the “Indemnifying Party”) will indemnify, defend and hold harmless the other Party and its affiliates, and their employees, directors, officers, agents and contractors (the “Indemnified Party”), against and from any losses, claims, proceedings or investigations arising out of or in connection with a breach of this Agreement by the Indemnifying Party, including, without limitation, attorney fees, amounts paid in settlement of claims, proceedings or investigations, except to the extent that such claim is due to the negligence or willful misconduct of the Indemnified Party or its failure to abide by the terms of this Agreement.

16.3 Each Party shall be solely responsible for any personal injury or property damage or loss suffered by it or its employees or agents in the course of carrying out any duties under this Agreement. Neither Party shall obtain any workers’ compensation or insurance concerning the other Party or any of its employees or Associated Staff. Each Party shall comply with workers’ compensation [COUNTRY] law and where applicable shall provide the other Party with a certificate of workers’ compensation insurance.

16.4 Without restricting the generality of anything contained herein, each Party warrants that its Associated Staff and those of its sub-contractors and any other parties over which it may exercise control, will, in the performance of the work described herein, strictly adhere to all applicable country, provincial, municipal and local law and regulations including, but not necessarily limited to, those pertaining to the environment and health and safety. In the event of any breach of this warranty, the breaching Party will indemnify, defend and hold harmless the other Party and its affiliates, and their employees, directors, officers, agents and contractors, from any claims, losses, damages, awards, judgments or prejudices (including attorney fees), which may be sustained as a result of any such breach.

**17. ASSOCIATE COMPANY RULES**

17.1 [YOUR COMPANY NAME] and its personnel assigned to work under this Agreement agree to abide by all reasonable rules which Associate Company may impose, including all such rules which Associate Company may impose upon its employees.

17.2 In this respect, [YOUR COMPANY NAME] acknowledges that Associate Company has special responsibilities to drug regulatory agencies and the public given the nature of its products and agrees to cooperate in every way with Associate Company to assist it in discharging these responsibilities.

17.3 [YOUR COMPANY NAME] agrees to comply with all of [COMPANY NAME]’s written standards and procedures including, but not limited to, procedures regarding security, data administration and operating practices.

**18. LIMITATION OF LIABILITY**

18.1 Associate Company’s liability for negligence, breach of this Agreement or any other claim in damages and losses shall not exceed the total amount owed to the Company under this Agreement at the time of the breach. In no event shall Associate Company be responsible for any indirect, special, consequential or incidental damages or losses including, but not limited to, lost profits, lost business revenue, lost an opportunity or third-party damages. These limitations on Associate Company’s liability shall survive the termination of this Agreement irrespective of the manner or method in which it is terminated.

Or

*[If the parties wish for a two-way limitation of liability, use below]*

 Each Party’s liability for negligence, breach of this Agreement or any other claim in damages and losses shall not exceed the total amount owed to the other Party under this Agreement at the time of the breach. In no event shall either Party be responsible for any indirect, special, consequential or incidental damages or losses including, but not limited to, lost profits lost business revenue lost an opportunity or third-party damages. These limitations on either Party’s liability shall survive the termination of this Agreement irrespective of the manner or method in which it is terminated.

**19. VERIFICATION**

19.1 In order to verify each Party’s compliance with its obligations hereunder, at any time or from time to time during the performance of Services, a Party or a representative designated by it and reasonably acceptable to the other Party, or regulatory agents, may, upon reasonable notice, inspect and test the manner in which the Services are being performed. Such rights of inspection shall include visiting sites at which a Party performs the Services, auditing selected records and databases containing data of said Party, observing the performance of the Services or selected components thereof, and interviewing said Party’s personnel familiar with, or responsible for, performing the Services. Each Party shall cooperate with the other Party’s personnel or representatives in such inspections, and shall ensure that appropriate staff, computing and other resources are available as required in the course of such inspections. Each Party shall bear its costs associated with the exercise of the rights of inspection set out herein.

**20. NOTICE**

20.1 Any notice provided for or permitted in this Agreement shall be in writing and will be deemed to have been given [NUMBER] days after having been mailed, postage prepaid, by certified or registered mail or by recognised overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given [NUMBER] days after normal service resumes.

20.2 Where personal service is made or where delivery is made by facsimile and a receipt thereof has been retained, any notice provided for or permitted in this Agreement will be deemed to have been given when received by the intended recipient. The intended recipient must be an individual whose personal name appears on the address set out in the notice.

20.3 Addressing and delivery is to be made as follows:

20.3.1 **If to:** Associate Company**:**

Associate Company

[FULL ADDRESS]

Attention: [NAME]

**If to:** [YOUR COMPANY NAME]**:**

[YOUR COMPLETE ADDRESS]

Attention: [NAME]

as the case may be.

20.4 Each Party may communicate other addresses where notice must be sent to the other from time to time. Such communication shall be in writing and shall have the effect of replacing the address under Subsection 20.3. No change of address effected under this Subsection shall in any way affect the operation of any term, other than the delivery address of Subsection 20.3, in this Agreement.

**21. REMEDIES**

21.1 Each Party acknowledges that any violation of the terms of this Agreement would result in damages to the other which could not be adequately compensated by monetary award alone. In the event of any violation by a Party of the terms of this Agreement, including, without limitation, of a Party’s proprietary rights and ownership, and confidentiality provisions, and in addition to all other remedies available at under law and at equity, the other Party shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for relief, waiver, restraining order, injunction, decree or other remedy as may be appropriate to ensure compliance of the violating Party with the terms of this Agreement.

**22. GENERAL PROVISIONS**

**22.1 Modification**

This Agreement constitutes the parties’ entire understanding relating to its subject matter and supersedes and replaces all previous negotiations, representations and any other agreement or understanding between them relating to the same subject matter. Any modification and/or amendment to this Agreement must be in writing and executed by both parties.

**22.2 Assignment**

[YOUR COMPANY NAME] shall not assign this Agreement or any of its rights or obligations hereunder without Associate Company’s prior written consent, which consent may be withheld at Associate Company’s sole discretion.

**22.3 Binding Agreement**

The terms of this Agreement shall bind the parties and their respective successors, heirs and permitted assigns.

**22.4 Incorporated by Reference**

The Preamble and all Attachments, Appendices and Exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement.

**22.5 Applicable Law**

This Agreement shall be governed by and interpreted by the laws of the [COUNTRY], without reference to its conflict of law provisions, and the laws of [COUNTRY] applicable therein. All disputes arising under this Agreement will be referred to the courts of [COUNTRY] which will have jurisdiction, and each Party hereto irrevocably submits to the jurisdiction of such courts.

**22.6 Severability**

If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**22.7 Waiver**

No provision of this Agreement may be waived except in a written document signed by the Party granting such waiver.

**22.8 Currency**

All references to monetary amounts in this Agreement shall be in [COUNTRY] currency.

**22.9 Further Assurances**

Each Party will execute and deliver such further agreements and other documents and do such further acts, and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement.

**22.10 Non-solicitation**

Unless given prior written consent by the other Party, which consent may require a payment, each Party agrees that it will not, during the engagement, or for a period of [NUMBER] year thereafter, knowingly solicit or hire any employee of the other Party who is directly involved, or who have been directly involved during the preceding [NUMBER] month period, in the provision of Services herein.

**22.11 Survival**

Sections 8, 10, 11, 12 13, 14, 15, 16, 18, 20 and 21 and Subsections 7.2, 7.3, 22.10 and 22.11 will survive the expiration or termination of this Agreement.

**22.12 Absence of presumption**

No presumption shall operate in favour of or against any Party hereto as a result of any responsibility that any Party may have had for drafting this Agreement.

**22.13 Paramountcy**

If any provision of this Agreement conflicts with any Appendices attached hereto or any agreement executed among the parties hereto dealing with any matter referred to herein, the provisions of this Agreement should prevail.

**22.14 Language clause**

Parties specifically require that this Agreement and any notices, consents, authorisations, communications and approvals be drawn up in the English language.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

## FIRST PARTY SECOND PARTY

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**APPENDIX A**

**COMPANY SERVICES**

SERVICES:

[Note to draught -- please include a schedule for the performance of the Services.]

[Note to draught -- please consider whether Company will be required to submit reasonably detailed progress reports on a [monthly? quarterly?] basis]

**APPENDIX B**

**THE ASSOCIATE COMPANY SERVICES**

BUDGET

[Note to Draft: Insert fees agreed upon for the Services]

**APPENDIX C**

**COMPANY BUDGET**

**APPENDIX D**

**THE ASSOCIATE COMPANY BUDGET**