

CONSULTANCY AGREEMENT

This Consultancy Agreement (“Agreement”) is made on [Date] between:

- (1) **Sivico Learning Ltd**, a trading entity operated by **Simon Kear**, with its principal place of business at **4th Floor, 18 St. Cross Street, London EC1N 8UN** (“Consultant”); and
(2) **[Client Organisation Name]**, a company incorporated in the United Kingdom with registered address at **[Client Address]** (“Client”).

Together, the “Parties”.

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1. Appointment

- 1.1 The Client engages the Consultant to perform the Services outlined in this Agreement, and the Consultant agrees to provide such Services on an independent, self-employed basis.
- 1.2 Nothing in this Agreement creates an employment relationship, partnership, agency, or joint venture.

2. Services

- 2.1 The Consultant will provide digital learning-related and Microsoft 365 Copilot consultancy and adoption services, including but not limited to:

- Digital learning strategy
- Learning technology support
- LMS/LXP advisory and procurement support
- Microsoft 365 Copilot adoption support
- Training, workshops, and documentation
- Any additional services agreed in writing

2.2 The Consultant may determine how, when, and where the Services are performed unless otherwise agreed.

3. Deliverables & Milestones

The Parties agree to the following Deliverables and target dates:

Deliverable	Description	Due Date
Deliverable 1	[Insert details]	[Date]
Deliverable 2	[Insert details]	[Date]
Deliverable 3	[Insert details]	[Date]

3.1 Any changes to scope, timelines, or deliverables must be agreed in writing by both Parties.

4. Fees & Payment

4.1 The total cost to the Client for the project specified in this agreement is **[£X]**

4.2 For additional costs falling outside this agreement, the Consultant will charge:

- **Day Rate:** £[Insert] per day, OR
- **Hourly Rate:** £[Insert] per hour

Advance approval for additional costs must be given in writing by the Client to the Consultant. The Consultant is responsible for bearing the additional costs in the absence of this pre-approval by the Client.

4.3 An invoice will be raised by the Consultant at the conclusion of the project.

4.4 Payment terms are 30 days from the invoice date.

4.5 Travel, accommodation, and other expenses outside the scope of this agreement and pre-approved by the Client will be recharged at cost. Receipts will be provided by the Consultant.

4.6 The Consultant is responsible for all taxes and National Insurance due on income from this Agreement.

5. Independent Contractor Status (Outside IR35)

5.1 The Parties agree that the Consultant is an independent contractor, operating as a business in their own right.

5.2 The Consultant is wholly responsible for their own tax liabilities, National Insurance, and business expenses.

5.3 Nothing in this Agreement shall be construed as rendering the Consultant an employee, worker, or agent of the Client.

5.4 The Client shall not supervise or direct how the Consultant performs the Services beyond specifying required outcomes.

5.5 The Consultant confirms they provide services to multiple clients and maintain their own equipment, insurance, and business infrastructure.

6. Right of Substitution

6.1 The Consultant may, at their discretion, provide a suitably qualified and experienced substitute to perform some or all the Services.

6.2 The Client may reasonably refuse a substitute only on the grounds of lack of skills, qualifications, or security clearance (if applicable).

6.3 Where a substitute is used:

- The Consultant remains responsible for delivering the Services; and
- The Consultant bears the cost of engaging the substitute.

7. Term & Termination

7.1 This Agreement begins on the **[Start Date]** and remains in force until completion of the Services unless terminated earlier.

7.2 Either Party may terminate this Agreement by providing **14 days' written notice**.

7.3 The Client will pay for all work completed up to the termination date.

7.4 Either Party may terminate immediately for material breach.

8. Confidentiality

8.1 Both Parties agree to keep confidential all information received during the Agreement.

8.2 Confidentiality obligations survive termination.

9. Intellectual Property

9.1 Unless otherwise agreed in writing, all **pre-existing IP** belonging to the Consultant remains their property.

9.2 All **deliverables produced specifically for the Client** under this Agreement will transfer to the Client upon full payment.

9.3 The Consultant may retain generic, non-client-specific methodologies for future use.

10. Liability & Insurance

10.1 The Consultant will maintain appropriate **professional indemnity insurance** and provide evidence upon request.

10.2 The Consultant's liability for direct losses is limited to the total fees paid under this Agreement.

10.3 The Consultant is not liable for indirect or consequential losses.

11. Data Protection

11.1 Both Parties will comply with the UK GDPR and the Data Protection Act 2018.

11.2 Where required, a Data Processing Addendum will be executed.

11.3 Where the Consultant has had access to the Client's user data (for example, CSV downloads of user accounts), the Consultant will destroy all records on completion of the project governed by this agreement.

12. Governing Law

12.1 This Agreement is governed by the laws of England and Wales.

12.2 The Parties agree to submit to the exclusive jurisdiction of the English courts.

13. Signatures

For Sivico Learning Ltd:

Name: _____

Signature: _____

Date: _____

For [Client]:

Name: _____

Role: _____

Signature: _____

Date: _____