

The Institute for Statecraft
2 Temple Place
London WC2R 3BD
www.statecraft.org.uk

Nico de Pedro
C/Rocafort 155, 3 2
08015
Spain

Barcelona

1st July 2018

Dear Nico,

Consultancy agreement

We are writing to confirm the terms of our agreement concerning the provision of your consultancy services to The Institute for Statecraft ("**Client**").

1. Term

You shall provide your services to the Client from 1st July 2018 until 31st March 2019 unless this Agreement is terminated by either party giving to the other not less than 4 weeks' prior written notice or as otherwise provided in this letter.

2. Duties

- 2.1.** You shall use your best endeavors to promote the interests of the Client and, unless prevented by ill health or accident, devote 100% of your working hours or 21 working days per month of the contract to carrying out the services for the Client. The Services which you shall supply are set out in the Schedule to this letter.
- 2.2.** If you are unable to provide the Services due to illness or injury you shall notify the Director/ Project Director as soon as reasonably practicable.
- 2.3.** You must comply with all and any of our work-place policies including those on social media, and information and communications systems.
- 2.4.** You shall ensure that you are available at all times on reasonable notice to provide such assistance or information as the Client may require.
- 2.5.** You have no authority (and shall not hold yourself out as having authority) to bind the Client, unless we have specifically permitted this in writing in advance.

2.6. You must comply with the Bribery Act 2010. Failure to do so may result in the immediate termination of this Agreement.

3. Fees and expenses

3.1. The Client will pay you a fee of £4,166.67 per month. You shall submit invoices to the Client on a monthly basis setting out the details of hours worked on each activity for the program during the preceding month and this should be submitted no later than 3 days after the end of the month.

3.2. The Client shall reimburse all your reasonable expenses incurred in providing the Services within 14 days of receipt of your invoice and all relevant receipts.

3.3. Travel or other expenses over £500 that are to be incurred in providing the Services must be agreed in advance with the Client.

3.4. We are entitled to deduct from any sums payable to you any sums that you may owe the Client at any time.

4. Other activities

You may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place you in a conflict of interest with the Client. However, you may not be involved in any capacity with a business which does or could compete with the business of the Client without the prior written consent of the project director.

5. Confidential information and Client property

5.1. You shall not use or disclose to any person either during or at any time after your engagement by the Client any confidential information about the business or affairs of the Client or any of its business contacts, or about any other confidential matters which may come to your knowledge in the course of providing the Services. For the purposes of this clause 5, "**confidential information**" means any information or matter which is not in the public domain and which relates to the affairs of the Client or any of its business contacts.

5.2. The restriction in clause 5.1 does not apply to:

- (a) any use or disclosure authorised by the Client or as required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

5.3. All documents, manuals, hardware and software provided for your use by the Client, and any data or documents (including copies) produced, maintained or stored on the Client's computer systems or other electronic equipment (including mobile phones if provided by the Client), remain the property of the Client.

5.4. You are expected to provide and use your own IT equipment, such as a laptop and mobile phone, except when you are working at 2 Temple Place where you are able you use the fixed IT equipment and the land line phones.

6. Data protection

6.1. You consent to the Client holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 (as amended and updated from time to time) relating to you including, as appropriate:

- (a) information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work;
- (b) your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and
- (c) information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

6.2. You consent to the Client making such information available to those who provide products or services to the Client (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Client or any part of its business.

6.3. You consent to the transfer of such information to the Client's business contacts outside the European Economic Area in order to further its business interests.

6.4. You will comply with the Client's data protection policy when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Client.

7. Intellectual property

7.1. You hereby assign to the Client all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services for the Client. You agree promptly to execute all documents and do all acts as may, in the opinion of the Client, be necessary to give effect to this clause 7.

7.2. You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works.

7.3. You irrevocably appoint the Client to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for the Client to obtain for itself or its nominee the full benefit of this clause.

8. Insurance and liability

- 8.1.** You shall have personal liability for and shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by you of the terms of this Agreement, including any negligent or reckless act, omission or default in the provision of the Services and shall maintain in force during the period of this Agreement full and comprehensive professional indemnity insurance and public liability insurance cover ("**Insurance Policies**").
- 8.2.** You shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Client and that the level of cover and other terms of insurance are acceptable to and agreed by the Client.
- 8.3.** You shall on request supply to the Client copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 8.4.** You shall notify the insurers of the Client's interest and shall cause the interest to be noted on the Insurance Policies.
- 8.5.** You shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if you are aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, you shall notify the Client without delay.

9. Termination

The Client may at any time terminate your engagement with immediate effect with no liability to make any further payment to you (other than in respect of any accrued fees or expenses at the date of termination) if:

- (a) you are in material breach of any of your obligations under this Agreement; or
- (b) other than as a result of illness or accident, after notice in writing, you wilfully neglect to provide or fail to remedy any default in providing the Services.

Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of those rights.

10. Obligations on termination

Any Client property in your possession and any original or copy documents obtained by you in the course of providing the Services shall be returned to the project director at any time on request and in any event on or before the termination of this Agreement. You also undertake to irretrievably delete any information relating to the business of the Client stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of the Client.

11. Status

- 11.1.** You will be an independent contractor and nothing in this Agreement shall render you an employee, worker, agent or partner of the Client and you shall not hold yourself out as such.
- 11.2.** You shall be fully responsible for and indemnify the Client against any liability, assessment or claim for:
- (a) taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
 - (b) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you against the Client arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Client.

The Client may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

12. Variation

This Agreement may only be varied by a document signed by both you and the Client.

13. Third party rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than you and the Client shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any third party.

14. Governing law

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.

15. Jurisdiction

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).

Please acknowledge receipt of this letter and acceptance of its terms by signing, dating and returning the enclosed copy.

Yours sincerely,

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For and on behalf of

The Institute for Statecraft

I hereby acknowledge receipt and accept the contents of this letter.

Signed

[Insert Name]

Date

Schedule 1 - The Services