



DATED	Date 2023
GLOBAL CANOPY and name Contract number 2023/00X	
CONSULTING AGREEMENT	

THIS AGREEMENT is made on the **xth day of month 2023**

- (1) Global Canopy a company limited by guarantee in England and Wales (reg. no. 04293417) and a charity (reg. no. 1089110) whose registered office is at 3 Frewin Chambers, Frewin Court, Oxford, OX1 3HZ;
- (2) **name** of **[address]** ("Consultant").

IT IS AGREED as follows:

1 INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement (unless the context requires otherwise):

"Background IP"

- all (a) Intellectual Property owned by or licensed to a Party as at the Commencement Date; and
(b) all Intellectual Property created by a Party following the Commencement Date otherwise than in connection with the Project;

"Board"

the board of directors of Global Canopy (including any committee of the Board duly appointed by it);

"Commencement Date"

xth month 2023;

"Confidential Information"

information (whether disclosed before or after the Commencement Date and irrespective of the form in which it is recorded) relating to the business, affairs and/or finances of Global Canopy for the time being confidential to Global Canopy including, without limitation, commercial, technical, operational, organisational, legal, management and marketing information, together with any trade secrets, technical data, know-how, lists of clients, suppliers, agents, distributors, shareholders, management and/or business contacts, and all other information which is marked as being confidential or would reasonably be expected to be kept confidential;

"Engagement"

the engagement of the Consultant by Global Canopy on the terms of this Agreement;

"Foreground IP"

all Intellectual Property created in connection with the Project or otherwise in the course of the Services, by the Consultant (alone or jointly with others), including all Intellectual Property subsisting in the Work Product;

"Intellectual Property"

all inventions (whether patentable or not), patents, utility models, designs (both registered or unregistered and including rights relating to semi-conductor

topographies), database right, copyright, and trade marks (both registered and unregistered) together with all rights to the grant of and applications for (and all associated rights to claim priority) the same and all other intellectual and industrial property including but not limited to all similar or analogous rights throughout the world and all future rights of such nature, and in each case for the full term of the relevant right;

“Open Source Software”

any software programs which are licensed under any form of open-source licence meeting the Open Source Initiative's open source definition from time to time;

“Pre-Contractual Statement”

any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the Engagement other than as expressly set out in this Agreement;

“Programme”

This contract is part of the Forest IQ Programme, as one of the core strategies of Global Canopy.

“Project”

the project as described in Schedule 1;

“Services”

the services described in Schedule 1;

“Substitute “

a substitute for the Consultant appointed under the terms of Clause 3.2;

“Tax Authority”

any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official competent to impose, administer, levy, assess or collect tax in the United Kingdom or elsewhere;

“Termination Date”

the date of termination of this Agreement howsoever arising; and

“Work Product”

the outputs of the Services and Project as specified in Schedule 1, and all other documents, data, databases, software, products and materials developed and/or otherwise provided by the Consultant to Global Canopy in relation to the Services and Project.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is enforced for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being enforced made under it.

- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 The schedules to this Agreement form part of (and are incorporated into) this Agreement.
- 2 TERM
- 2.1 The Engagement shall commence on the Commencement Date and shall be for a fixed period subject to early termination:-
- 2.1.1 as provided by the terms of this Agreement; or
- 2.1.2 by either party giving to the other not less than 4 weeks' prior written notice.
- 3 SERVICES
- 3.1 During the Engagement the Consultant agrees to provide the Services to Global Canopy and such other services consistent with the Services as Global Canopy may require of the Consultant from time to time.
- 3.2 The Consultant may, with the prior written approval of Global Canopy or its Board and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services on their behalf, provided that the Substitute shall be required to enter into direct undertakings with Global Canopy including with regard to confidentiality. If Global Canopy accepts the Substitute, the Consultant shall continue to invoice Global Canopy in accordance with Clause 5 and shall be responsible for the remuneration (including any relevant tax and/ or National Insurance contributions) of the Substitute.
- 4 DUTIES
- 4.1 The Consultant agrees:
- 4.1.1 to provide the Services with all due care, skill and ability and to use their best endeavours to promote the interests of Global Canopy;
- 4.1.2 unless prevented by ill health or accident, devote the days required in each calendar month to the carrying out of the Services together with such additional time, if any, as may be necessary for their proper performance; and
- 4.1.3 not directly or indirectly to accept any commission, discount, gratuity or other benefit from any person who has or is likely to have a business relationship with Global Canopy.
- 4.2 As a visiting independent contractor, the Consultant will familiarise themselves with and comply with any working practices, rules or procedures applicable, at any location where the Consultant is performing the Services (whether or not Global Canopy's premises). This includes, but is not limited to, complying with all reasonable standards of safety and procedures from time to time in force at the premises where the Services are provided and to report to Global Canopy any unsafe working conditions or practices.
- 4.3 Code of Conduct: The Consultant agrees to adopt and abide by Global Canopy's Code of Conduct during the implementation of the contract, or if the Consultant has an alternative Code of Conduct, which covers the same values, principles and behaviours, then in agreement with Global Canopy, it may continue to operate under its existing Code of Conduct. Global Canopy's Code of Conduct can be located on the internet here: <http://globalcanopy.org/codeofconduct>. Any breaches or suspected breaches should be reported to Global Canopy at the earliest opportunity.

- 4.4 The Consultant may use another person, firm or company to perform any administrative clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that Global Canopy will not be liable to further cost of such functions.
- 4.5 Unless they have been specifically authorised to do so by Global Canopy in writing, the Consultant shall not:
- 4.5.1 have any authority to incur any expenditure in the name of or for the account of Global Canopy; or
 - 4.5.2 hold themselves out as having authority to bind Global Canopy.
- 5 FEE
- 5.1 Global Canopy shall, within 30 days of receipt of an invoice submitted in accordance with Clause 5.3, pay fees to the Consultant as laid out in Schedule 1.
- 5.2 Global Canopy shall be entitled to deduct from the fee (and any other sums) due to the Consultant any sums that the Consultant may owe to Global Canopy at any time.
- 5.3 The Consultant will invoice Global Canopy on the dates as laid out in Schedule 1.
- 6 EXPENSES
- 6.1 Global Canopy shall reimburse all reasonable and pre-approved expenses properly and necessarily incurred by the Consultant in the course of the Engagement, subject to the production of receipts or other appropriate evidence of payment to be included in their invoices submitted at the end of each month and, except where the amount or reasonableness of any expenses claimed is disputed by Global Canopy, Global Canopy will reimburse the Consultant within 30 days of receipt of the invoice. To avoid any misunderstanding about reimbursement, foreseeable expenses should be pre-approved by Global Canopy's Contract Supervisor before they are incurred.
- 7 OTHER ACTIVITIES
- 7.1 Nothing in this Agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Engagement provided that:
- 7.1.1 such activity does not cause a breach of any of the Consultant's obligations under this Agreement; and
 - 7.1.2 the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of Global Canopy without the prior written consent of Global Canopy.
- 7.2 In order to protect the integrity of the Project, where the Consultant is engaged in other activities the Consultant agrees to notify Global Canopy in writing of any potential perceived conflict of interest between those activities and the Project immediately upon the Consultant becoming aware of a potential perceived conflict of interest.
- 8 CONFIDENTIAL INFORMATION
- 8.1 The Consultant acknowledges that during the term of this Agreement it will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 8.
- 8.2 The Consultant shall not (except in the proper course of their duties) either during the Engagement or at any time after the Termination Date, use or disclose (or permit the use

or disclosure of) the Confidential Information to any third party, except in confidence for the proper performance of its duties under this Agreement to those of its employees, officers and professional advisers who need to have access to it and provided that such employees, officers and professional advisers are bound by obligations of confidentiality, on terms no less stringent as this clause 8.

8.3 This restriction does not apply to:

8.3.1 any use or disclosure authorised by Global Canopy or required by law, to the extent of the required disclosure; or

8.3.2 any information which is already in or comes into the public domain otherwise than through the Consultant's unauthorised disclosure with effect from the time that information enters the public domain.

8.4 The Consultant shall take all reasonable precautions (and at least as great as those it takes to safeguard its own confidential information) to safeguard every part of the Confidential Information.

8.5 All documents, manuals, hardware, software and other embodiments of Confidential Information provided for the Consultant's use by Global Canopy and any data or documents (including copies) produced, maintained or stored on Global Canopy's computer systems or other electronic equipment (including mobile phones provided by Global Canopy) remain the property of Global Canopy and must be returned immediately on request in any event on termination of this Agreement.

9 INTELLECTUAL PROPERTY

9.1 All Background IP is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background IP has derived).

9.2 The Consultant hereby grants Global Canopy a worldwide, irrevocable, perpetual, royalty free non-exclusive, transferable licence to use the Consultant's Background IP as the same may be incorporated into the Work Product, in order for Global Canopy to make full use of such Work Product and to benefit from the Services.

9.3 Global Canopy hereby grants the Consultant a limited, non-exclusive, non-transferrable, non-sublicensable licence to use the Global Canopy Background IP during the currency of this Agreement strictly as required in order to perform the Services.

9.4 As between Global Canopy and the Consultant, all Foreground IP shall vest in and be owned absolutely by Global Canopy.

9.5 To the extent that any Foreground IP vests in the Consultant by operation of law or otherwise, the Consultant hereby assigns (by way of present assignment of existing and future rights) with full title guarantee all such Foreground IP to Global Canopy. If a further assignment is required or if the Consultant is unable to assign such Foreground IP in a territory outside the United Kingdom, the Consultant shall forthwith execute all documents that may be necessary to effect the transaction that most closely resembles the commercial intent of an assignment and is permitted in the relevant territory. Pending the above assignments and remaining formalities relating to such assignments, the Consultant shall hold all such Foreground IP on trust for Global Canopy.

9.6 The Consultant shall:

9.6.1 notify Global Canopy in writing giving full details of any Foreground IP promptly on its creation;

- 9.6.2 keep any and all Foreground IP confidential at all times as Confidential Information;
- 9.6.3 whenever requested to do so by Global Canopy and in any event on the termination of this Agreement for any reason, promptly to deliver to Global Canopy all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of Foreground IP and the process of their creation which are in its possession, custody or power; and
- 9.6.4 not register nor attempt to register any of the Foreground IP unless requested to do so by Global Canopy.
- 9.7 The Consultant shall procure that all authors of all Foreground IP shall to the extent applicable waive any and all moral rights in the Foreground IP arising under Chapter IV of the Copyright, Designs and Patents Act 1988 together with all similar and analogous rights in other territories to the extent permissible under the relevant legislation in the relevant territory.
- 9.8 The Consultant shall, if requested by Global Canopy and at Global Canopy's cost, execute all documents and do all things which are necessary or desirable for perfecting the assignment of Foreground IP set out in Clause 9.6 and obtaining the best possible protection in respect of all Foreground IP in territories specified by Global Canopy.
- 9.9 The Consultant warrants that it shall not during the term of the Engagement introduce to Global Canopy (whether as part of the Work Product or otherwise) any Intellectual Property that is owned by a third party (including, without limitation, any Open Source Software) without first obtaining the written consent of Global Canopy to the use of that Intellectual Property.
- 9.10 The Consultant:
- 9.10.1 warrants that the receipt, use and onward supply of the Services and the Work Product shall not infringe the rights, including any Intellectual Property, of any third party; and
- 9.10.2 shall indemnify Global Canopy in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Global Canopy arising out of, or in connection with, the receipt, use or supply of the Services and the Work Product.
- 10 DATA PROTECTION
- Each party warrants that it shall comply with the provisions of applicable data protection laws in the performance of their obligations under this Agreement.
- 11 REPORTING
- The Consultant's work shall be overseen by **name**, Global Canopy's **job title** throughout the project of work. The Consultant will report **weekly/monthly** on progress.
- 12 PUBLICATIONS
- 12.1 The Consultant shall not publish anything about the Services without the prior written permission of Global Canopy, such consent not to be unreasonably withheld.

- 12.2 Global Canopy recognises that the Consultant may wish to submit for publication, for example, in a lecture or an article in a magazine, newspaper, trade journal or in a thesis, some or all of the Global Canopy Intellectual Property for educational or other purpose (the "Publication"). If the Consultant wishes to submit a Publication, the Consultant shall obtain the prior written consent of Global Canopy and this consent will not be unreasonably withheld.
- 12.3 Global Canopy has the right to review and recommend changes to any Publication prior to its submission. The Consultant shall incorporate all the recommended changes into the Publication.
- 12.4 The Consultant shall acknowledge the support of Global Canopy and donors to the Project in the Publication wherever possible.
- 12.5 The Consultant shall include the Project logo or name credit, and when required the Global Canopy logo, on all Publications in the form and manner as specified by Global Canopy from time to time.

13 INSURANCE AND LIABILITY

- 13.1 The Consultant shall have personal liability for any loss, liability or cost (including reasonable legal costs) incurred by Global Canopy in connection with the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive insurance policies in respect of the provision of the Services.
- 13.2 The Consultant shall ensure that the insurance policies are taken out with reputable insurers and that the level of cover and other terms of insurance are acceptable to Global Canopy.
- 13.3 The Consultant shall on request supply to Global Canopy copies of such insurance policies and evidence that the relevant premiums have been paid.
- 13.4 The Consultant 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 the Consultant is aware of any reason why the cover under the insurance policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify Global Canopy without delay.

14 TERMINATION

- 14.1 Notwithstanding the provisions of Clause 2, Global Canopy may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued prior to the Termination Date) if at any time the Consultant:
- 14.1.1 is guilty of any fundamental breach affecting the business of Global Canopy; or
 - 14.1.2 commits any serious or repeated breach or non observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of Global Canopy; or
 - 14.1.3 is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non custodial penalty is imposed); or
 - 14.1.4 is in the reasonable opinion of the Board negligent and incompetent in the performance of the Services; or

- 14.1.5 is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a County Court administration order made against them under the County Court Act 1984; or
- 14.1.6 is incapacitated (including by reason of illness or accident) from providing the Services or becomes of unsound mind and within 7 days of the relevant event no Substitute is nominated by the Consultant and approved by Global Canopy in accordance with Clause 3.2; or
- 14.1.7 is guilty of any fraud or dishonesty or acts in any manner which is in the opinion of Global Canopy brings or is likely to bring the Consultant or Global Canopy into disrepute or is materially adverse for the interests of Global Canopy.

15 OBLIGATIONS UPON TERMINATION

15.1 On the Termination Date the Consultant shall:

- 15.1.1 immediately deliver to Global Canopy all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of Global Canopy (or its or their business contacts) any keys and any other property of Global Canopy which is in their possession or under their control;
- 15.1.2 immediately deliver to Global Canopy all Work Product whether or not then complete;
- 15.1.3 irretrievably delete any information relating to the business of Global Canopy stored on any magnetic or optical disk or memory and all matter derived from such sources which is in their possession or under their control outside the premises of Global Canopy; and
- 15.1.4 provide a signed statement that they have complied fully with their obligations under this Clause 15.

15.2 Termination of this Agreement for any reason shall be without prejudice to the accrued rights and liabilities of the parties on the Termination Date.

15.3 Notwithstanding any provision of this Agreement to the contrary, the provisions of clauses 1, 8, 9 (excluding 9.3), 12, 13, 15, 16, 17, 19 and 21 and any other clauses which expressly or impliedly survive termination of this Agreement for any reason whatsoever shall continue in full force and effect after termination.

16 POST TERMINATION RESTRICTIONS

- 16.1 The Consultant covenants with Global Canopy that it will not at any time either during the continuance of this Agreement or for a period of twelve (12) months after its termination in competition with Global Canopy either on its own behalf or jointly with or for any other person firm or company (whether directly or indirectly):
- 16.2 canvass, seek to do business, deal with, solicit, interfere with or endeavour to entice away from Global Canopy any Global Canopy client; or
- 16.3 solicit or endeavour to solicit, whether directly or indirectly, any employee of Global Canopy to leave.

17 STATUS

17.1 The relationship of the Consultant with Global Canopy will be that of independent contractor and nothing in this Agreement shall render them an employee, worker, agent or partner of Global Canopy and the Consultant shall not hold themselves out as such.

17.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify Global Canopy for and in respect of 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 the performance of the Services where such recovery is not prohibited by law. The Consultant shall further indemnify Global Canopy against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Global Canopy in connection with or in consequence of any such liability, deduction, contribution, assessment or claim (other than where the latter arises out of Global Canopy's negligence or wilful default).

17.3 Global Canopy may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

17.4 The Consultant undertakes that tax on or in respect of any fees paid or to be paid to the Consultant pursuant to Clause 5 of this Agreement:

17.4.1 will be self-assessed; or

17.4.2 will not be self-assessed but will be paid:

(a) as a self-assessment payment on account under section 59A of the Taxes Management Act 1970; or

(b) as a sub-contractor deduction under section 559A of the Income and Corporation Taxes Act 1988 or section 62 of the Finance Act 2004.

17.5 The Consultant undertakes that they will:

17.5.1 co-operate fully with any request by Global Canopy relating to any matter arising in connection with its tax compliance procedures to the extent that it relates or may relate to the arrangements contemplated by this Agreement or this Clause 17;

17.5.2 provide full and accurate details of any tax paid/self-assessed or to be paid/self-assessed pursuant to Clause 17.4 as may be requested by Global Canopy from time to time; and

17.5.3 authorise, request or procure the disclosure of information from the relevant Tax Authority to Global Canopy as Global Canopy may request in the event of an enquiry by such a Tax Authority relating to or in connection with the arrangements contemplated by this Agreement or this Clause 17.

18 NOTICES

18.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of Global Canopy) its registered office for the time being and (in the case of the Consultant) their last known address or by sending it by email to the email address notified by the relevant party to the other party. Any such notice shall be deemed to have been received:

- 18.1.1 if delivered personally, at the time of delivery;
 - 18.1.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and
 - 18.1.3 in the case of email, at the time of receipt.
- 18.2 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post or that the notice was transmitted by fax to the fax number of the relevant party.

19 ENTIRE AGREEMENT

- 19.1 Each party on behalf of itself acknowledges and agrees with the other party that:
- 19.1.1 this Agreement (together with any documents referred to in it) constitutes the entire agreement and understanding between the Consultant and Global Canopy and supersedes any previous agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);
 - 19.1.2 in entering into this Agreement neither party has relied on any Pre-Contractual Statement; and
 - 19.1.3 the only remedy available to either party for breach of this Agreement shall be for breach of contract under the terms of this Agreement and it shall have no right of action against any other party in respect of any Pre-Contractual Statement. Nothing in this Agreement shall however operate to limit or exclude any liability for fraud.

20 VARIATIONS

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

21 WAIVERS AND REMEDIES

Except as otherwise stated in this Agreement, the rights and remedies of each party under this Agreement: (a) are in addition to and not exclusive of any other rights or remedies under this Agreement or the general law; and (b) may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under this Agreement is not a waiver of that or any other right. Partial exercise of any right under this Agreement shall not preclude any further or other exercise of that right or any other right under this Agreement. Waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.

22 SEVERANCE

- 22.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect: (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.
- 22.2 Whilst the parties consider the provisions contained in this Agreement reasonable, having taken independent legal advice, if any one or more of the provisions are adjudged alone or together to be illegal, invalid or unenforceable, the parties shall

negotiate in good faith to modify any such provision(s) so that to the greatest extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provision(s).

23 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

24 THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25 GOVERNING LAW AND JURISDICTION

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

25.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with this Agreement (including non-contractual disputes or claims).

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a DEED by Global Canopy, signed on behalf of Global Canopy by :	
	Rachel Rank, Chief Operating Officer, Global Canopy

Signed as a DEED by:	in the presence of:
Name, Consultant	[name], Witness

SCHEDULE 1
THE SERVICES

1. Project
2. Consultancy purpose
3. Work plan
4. Work Product / Deliverables
5. Agreement period
 - Commencement date :
 - Termination date :
 - Notice period : Four weeks

There are 3 versions of the Fees section outlined below, please use the one that applies to your contract. One is for a contract where you are paying a consultant for days worked, the second is a version where you are paying the consultant on the basis of deliverables and the third is for contracts where you are paying a monthly retainer fee usually for their services as a door opener and not for actual days work. If you are drafting a retainer contract it needs careful consideration – because we pay them whether they do work or not.

6. Fee **Option 1 Daily Rate - DELETE AS APPROPRIATE**
 - Day rate : £[x] (including VAT if applicable)
 - Total time allocation : [x] days
 - Total fee due : £[x] (including VAT and all applicable taxes)
 - Invoice : Monthly in arrears

The consultant will submit an invoice for days worked to accounts@globalcanopy.org, quoting ref. 2022/XXXX, starting on the **date**. Invoices will be accompanied by a monthly report on progress against the outputs listed in section 2 above. Payments are due within 30 days of the invoice and will be made upon delivery of outputs and their approval by the Global Canopy sub-contract supervisor.

[DELETE AS APPROPRIATE] Please note that any costs arising from exchange to another currency or any forex losses from exchange rate fluctuations would be incurred by the Consultant.]

7. Fee **Option 2 Payment by Output DELETE AS APPROPRIATE**

<ul style="list-style-type: none"> Total fee due 	: £x (including applicable taxes)
<ul style="list-style-type: none"> Invoices 	: invoices will be submitted as follows: <ul style="list-style-type: none"> Curr x upon date of contract signature (DELETE AS APPROPRIATE) Curr x upon delivery of output x and output y Curr x upon delivery of output z and output w Curr x upon delivery of output v and output u
<p>The consultant will submit an invoice for work completed to accounts@globalcanopy.org, quoting ref. 2022/XXXX. Payments are due within 30 days of the invoice and will be made upon delivery of outputs and their approval by the Global Canopy sub-contract supervisor. Note that in order to ensure that the deliverables meet the quality expected, GC may ask the consultant to revise deliverables before payments can be made.</p> <p>[DELETE AS APPROPRIATE Please note that any costs arising from exchange to another currency or any forex losses from exchange rate fluctuations would be incurred by the Consultant.]</p>	

8. Fee Option 3 Retainer - DELETE AS APPROPRIATE

<ul style="list-style-type: none"> Retainer 	£ x /month (including VAT if applicable) for up to 30 hours per month
<ul style="list-style-type: none"> Hour rate 	£ x (including VAT if applicable) up to a maximum of 18 additional hours per month (DELETE AS APPROPRIATE)
<ul style="list-style-type: none"> Total fee 	The total fee payable for services will not exceed £x

[DELETE AS APPROPRIATE The consultant will receive a minimum amount of £x per month under a retainer basis for up to x hours work per month. For any additional hours worked beyond the first x hours the above hourly rate will apply and the work must be approved in advance with the Global Canopy contract supervisor. The total hours per month should not exceed x.

The consultant will submit a monthly invoice on the last day of each month for work completed in that month starting on date. Invoices will be accompanied by a monthly report on progress against the outputs listed in section 2 above. Payments are due within 30 days of the invoice date and will be made upon delivery of outputs and their approval by GC sub-contract supervisor.

[DELETE AS APPROPRIATE Please note that any costs arising from exchange to another currency or any forex losses from exchange rate fluctuations would be incurred by the Consultant.]

ADMINISTRATIVE DETAILS

Consulting agreement details	
Title of Service:	
Sub-Agreement type:	Sub-contract
Sub-Contractor type:	Individual
Organisation type:	
Global Canopy administration details	
Programme:	Corporate Performance
Project:	Forest IQ
Work Package:	
GLA:	
Grant:	NORAD
Global Canopy contract supervisor	
Name:	Alice Field
Position:	Project Manager: Corporate Performance and ESG
Phone:	01865 742333
Email:	a.field@globalcanopy.org
Consultant details	
Name:	
Address:	
Phone:	
Email address:	
If the consultancy is not a physical person, i.e. company / non-profit:	
What is the legal/registered name for the entity?	
Where is the company/entity registered?	
What is the registration number	
What is the legal address of the company/entity?	
Consultant's bank details	
Bank Name:	
Bank Address:	
Account Name :	
Sort Code:	
Account Number:	
SWIFT Code:	
Intl Bank Account No. (IBAN):	
Contract approval process	
Approved by project manager:	
Approved by Finance:	
Procurement rules :	