[DATE]

Contact name

Address

Address 2

Country

City

State/Province

Zip/Postal Code

**RE: LETTER OF AGREEMENT - MASTER PROFESSIONAL SERVICES AGREEMENT.**

Dear [CLIENT NAME]:

**PURPOSE**

The purpose of this letter of agreement (“LOA”) is to summarise the principal terms an understanding between [YOUR COMPANY] and [COMPANY] in order to negotiate a definitive Master Professional Services Agreement. This is to form the contractual basis under which [COMPANY NAME] will provide the following services:

[SPECIFY]

to [YOUR COMPANY NAME], to [SPECIFY]’s affiliates and subsidiaries, to [SPECIFY] and its subsidiaries and to such other entities mutually agreed upon by the Parties.

**DEFINITIVE AGREEMENT**

The Parties agree that, following the execution of this LOA, they will enter into diligent and good faith negotiations with the view to execute a definitive agreement, on or before [DATE], or such other date that may be mutually agreed upon by the Parties (“Target Date”), incorporating such provisions mutually agreed to by the Parties and that include but are not limited to : ownership; indemnifications; functional and infringement warranties; confidentiality; key personnel; effective use of resources; provision of services in a more cost effective manner to assist in lowering costs for such services which are currently provided at [YOUR COMPANY NAME]; high quality and cost effective methodologies; inform client of any potential issue or jeopardy which have an adverse impact on a deliverable and/or service; change order procedures; delivery and related payment milestones; acceptance criteria to ensure compliance of deliverables with the applicable statement of work, documentation and specifications; holdback for unsatisfactory performance of services or quality of deliverables; procedures for the prompt rework of the defective deliverables and/or services; and limitation of damages (“Definitive Agreement”), which Definitive Agreement shall be subject to the final written approval of each Party, which approval may be retained at each Party’s sole discretion. The Parties agree that the provisions contained in this LOA shall not constitute a precedent for the negotiation of the Definitive Agreement, and that the Definitive Agreement, when fully executed, will supersede and replace this LOA (including but not restricted to any provisions contained in this LOA and related to ownership, confidentiality, warranties and indemnification) retroactively to the Effective Date hereof, and that any Interim Services and Deliverables shall then be deemed to have been provided under the Definitive Agreement.

**NON-BINDING EFFECT**

The Parties understand and agree that except as expressly provided in sections [SPECIFY] this LOA is not intended to create binding obligations between the parties and that, should the Parties not reach a final accord in the form of a Definitive Agreement for any reason whatsoever as of the Target Date (as the same may be extended by mutual agreement of the Parties), this LOA will expire, [COMPANY NAME]’s work to that date will be governed by this LOA, and, subject to section [SPECIFY] (Survival), the Parties will have no further obligation to each other.

**PROJECT MANAGER**

The Parties hereby agree they will each appoint a qualified representative(s) who will act as a liaison between the Parties in order to facilitate the relationship between the Parties and the performance of their obligations hereunder.

**INTERIM SERVICES**

[COMPANY NAME] hereby agrees (i) to assist [SPECIFY] in finalising the development of the Statement of Work related to the [NAME] project (“[NAME] Project”), such assistance beginning on [DATE], and (ii) to proceed with the provision of such interim services that may be required by [YOUR COMPANY NAME] and by [SPECIFY]’s affiliates and subsidiaries and by [SPECIFY] and its subsidiaries which accept to be bound by the terms of this LOA (each such entity requesting services from [COMPANY NAME] being referred to as a “Client”), in accordance with the applicable Statement(s) of Work to be attached from time to time to, and form part of, this LOA, as the same may be modified from time to time (collectively, the “Interim Services and Deliverables”), it is agreed that [YOUR COMPANY NAME] and the Client shall have the right, upon prior written notice to [COMPANY NAME] to this effect, to propose additions, reductions or modifications to the nature, scope or duration of the Interim Services and Deliverables, provided that [COMPANY NAME] agrees and that the Fees and, as the case may be, the expenses payable to [COMPANY NAME] hereunder by reason of such addition, reduction or modification shall be adjusted accordingly.

**FEES AND TAXES**

Subject to the fulfilment, by [COMPANY NAME], of its obligations hereunder, each Client will pay [COMPANY NAME], for the provision of the Interim Services and Deliverables that it received from [COMPANY NAME], fees based on [COMPANY NAME]’s standard hourly rates (the "Fees"), which Fees shall include all incidental administrative expenses, facilities, materials, equipment and manpower generally required to provide the Interim Services and Deliverables, unless otherwise approved in writing by such Client. The Parties agree that the Fees charged to [SPECIFY] for Interim Services and Deliverables shall not exceed the amount of [AMOUNT] without the prior written consent of [SPECIFY] Reasonable travel and travel-related expenses shall be reimbursed by the Client in addition to the Fees, subject to the prior approval by such Client, which shall not be unreasonably withheld. These expenses shall be identified and itemised separately on each invoice. Travel time to and from a destination or work location is [COMPANY NAME]’s responsibility and shall not be charged to the Client.

In the event where the Parties reach a final accord in the form of a Definitive Agreement on or before the Target Date (as the same may be extended by mutual agreement of the Parties), it is agreed that all Fees paid hereunder to [COMPANY NAME] shall be applied as a credit to [YOUR COMPANY NAME] against any sums due or to be due under the Definitive Agreement. It is also understood that the final rates and/or financial arrangement agreed to by both parties in the Definitive Agreement and its supporting Appendices and Attachments may well be different from that initially billed under this LOA. Should it be the case, [COMPANY NAME] will adjust retroactively all bills issued under this LOA and [COMPANY NAME] and,, Clients will adjust payments accordingly, in line with the Definitive Agreement once it is in place.

[COMPANY NAME] shall invoice each Client for the Fees and authorised expenses, if any, incurred by such Client, biweekly in accordance herewith. Payment of undisputed amounts shall be made within [NUMBER] days following receipt, by the Client, of a correct invoice.

[COMPANY NAME] shall maintain detailed records that shall document [COMPANY NAME]’s performance of services under this LOA, approved expenses and other information which may be required from time to time in a format acceptable to [YOUR COMPANY NAME] and the Client, acting reasonably. Upon request, [COMPANY NAME] shall provide [YOUR COMPANY NAME] and the Client with these detailed records.

Taxes, where applicable, shall be paid by the Client in addition to any Fees listed above.

All amounts specified in this Agreement will be payable in [COUNTRY], and all references to [SPECIFY CURRENCY TYPE] amounts herein are to [COUNTRY].

**CONFIDENTIALITY**

[YOUR COMPANY NAME] acknowledges that pursuant to this LOA, it has received and may receive Confidential Information from [COMPANY NAME], and [COMPANY NAME] acknowledges that pursuant to this LOA, it has received and may receive Confidential Information from [YOUR COMPANY NAME] and other Clients. For purposes of this LOA, “Confidential Information” shall mean confidential or proprietary technical and business information and material that is marked “Confidential” or information disclosed orally that is reduced to writing marked “Confidential” within [NUMBER] days of the disclosure;

Confidential Information shall also include the ideas, concepts, methods, techniques and algorithms developed by [COMPANY NAME] for [YOUR COMPANY NAME] and other Clients under this LOA. [YOUR COMPANY NAME] hereby agrees to hold and maintain in strict confidence all Confidential Information of [COMPANY NAME], and [COMPANY NAME] hereby agrees to hold and maintain in strict confidence all Confidential Information of [YOUR COMPANY NAME] and other Clients, except as permitted by this LOA. Notwithstanding the foregoing, [YOUR COMPANY NAME] may disclose any [COMPANY NAME] Confidential Information to [SPECIFY]’s affiliates and subsidiaries, provided that the receiving affiliate or subsidiary agrees in writing to be bound by the confidentiality obligation set forth in this section [SPECIFY]. [YOUR COMPANY NAME] may also disclose any [COMPANY NAME] Confidential Information to [SPECIFY] and its subsidiaries, provided that such receiving entity has a need to know the Confidential Information and that it agrees in writing to be bound by the confidentiality obligation set forth in this section [SPECIFY].

Each party will use the same degree of care to protect the Confidential Information disclosed to it as it uses to protect its own confidential information of like importance, and in no event shall such degree of care be less than reasonable care. Notwithstanding the foregoing, the parties agree that Confidential Information will not include any information that:

- is generally known or becomes part of the public domain through no fault of the party receiving such information;

- the disclosing party authorises to be disclosed;

- is rightfully received by the party from a third party without restriction on disclosure and without breach of this LOA

- is known to the other party on the date of disclosure from a source other than the other party;

- is independently developed by the receiving party, as verified by proper written documentation, other than under this LOA; or

- that portion of the Confidential Information which the receiving party is required to disclose by law or as a result of a court or administrative order provided that receiving party gives prior written notification to the disclosing party of its intention to disclose such information and exercises commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such Information. Parties agree that this paragraph shall survive the termination of this LOA for any reason.

**WARRANTIES**

[COMPANY NAME] warrants to [YOUR COMPANY NAME] and to each Client that:

- The Interim Services and Deliverables will be provided in a professional and workmanlike manner;

- The Interim Services and Deliverables will not infringe upon or violate any laws or regulations; and

- The Interim Services and Deliverables will comply with the requirements set forth in the applicable Statement of Work and, where applicable, with their specifications and associated documentation.

**TERM AND TERMINATION**

This LOA shall be deemed to have come into force and effect as of [DATE] (“Effective Date”) and shall continue until it expires or is terminated in accordance with its provisions.

Each Party (“Non-Defaulting Party”) may terminate this LOA in the case of material breach by the other Party (“Defaulting Party”) of its obligations hereunder, provided that such breach is not cured within [NUMBER] business days of notification by Non-Defaulting Party of such breach. [YOUR COMPANY NAME] may further terminate this Agreement at any time, without cause, upon giving [COMPANY NAME] [NUMBER] business day’s prior written notice, in which case [COMPANY NAME] shall be entitled to Fees for Interim Services and Deliverables and for authorised expenses accrued to the date of such notice.

Unless provided otherwise herein, upon expiration or termination of this LOA and payment for the Interim Services, [COMPANY NAME] shall, unless otherwise instructed by [YOUR COMPANY NAME], deliver to [YOUR COMPANY NAME] all products, documentation or other material, whether or not completed, produced as part of, or acquired *in re*spect of the performance of the Interim Services and Deliverables or containing or derived from [COMPANY NAME]’s Confidential Information (together with, if requested by [COMPANY NAME], a certificate from one of [COMPANY NAME]’s officers evidencing compliance with this paragraph).

Notwithstanding anything herein to the contrary, [COMPANY NAME] shall have the right to retain one copy of its work papers and Interim Deliverables, including any summaries, analyses, notes or extracts prepared by [COMPANY NAME] which are based on or contain portions of the Confidential Information evidencing its services for [YOUR COMPANY NAME], as well as one copy of any Confidential Information used in the development of such Interim Deliverables or work papers, as required by law, regulation, professional standards or reasonable business practice.

Save as otherwise provided herein, a Party’s right to terminate this LOA is without prejudice to, and shall not affect any other remedies available to the Parties.

**LIMITATION OF DAMAGES**

The liability of each party for any claims relating to this agreement or work hereunder will not exceed in the aggregate the fees received by [COMPANY NAME] hereunder.

Neither party will be liable for any indirect or consequential damages or lost profits relating to this agreement or work hereunder.

Paragraph a) hereof does not apply to any claim asserted by a third party, or to a breach of Section [SPECIFY] of this LOA.

**SURVIVAL**

Sections [SPECIFY] shall remain in force and effect after the expiration or termination hereof, until such time as the Parties may mutually agree to the release of the obligations contained therein.

**ADVERTISING**

[COMPANY NAME] shall not use [YOUR COMPANY NAME]'s or Clients’ name, their logo or trademarks including without limitation in its advertising, publicity or promotional materials nor disclose the fact that this LOA has been entered into, without [YOUR COMPANY NAME]’s written consent.

**GOVERNING LAW**

This LOA shall be governed by and construed in accordance with the laws of the [COUNTRY] applicable therein, excluding those provisions relating to conflicts of laws and excluding the [COUNTRY] Convention on Contracts for the International Sale of Goods if applicable.

**ENTIRE AGREEMENT**

Parties agree that this LOA, including its Schedules, constitutes the complete and exclusive statement of the terms and conditions between them covering the performance of the subject matter hereof and that this LOA supersedes all expressly inconsistent representations, whether oral or written, of the Parties pertaining to the subject matter hereof.

Please indicate your agreement with and acceptance of the foregoing by returning a signed copy of this letter to [YOUR COMPANY NAME] to the attention of the undersigned.

Kind Regards,

[NAME]

[TITLE]

[CONTACT NUMBER]

[COMPANYE EMAIL]

Agreed and accepted this [DAY] Day of [MONTH, YEAR]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_