

Memorandum of Understanding (MOU)

This Memorandum of Understanding ("MOU") is entered into between Order Efficiency Ltd, hereinafter referred to as "PHC Service Provider," and [Local Representative Business Name below], hereinafter referred to as "Local Rep," referencing prospective organizations hereinafter referred to as "Client" collectively referred to as the "Parties."

PHC Service Provider

Contact Name: David Winter

Business Name: Order Efficiency Ltd

Business Address: 34 Hillside Road, Southminster, Essex CM0 7AL, UK

Contact Telephone: +44 1621 772110

Contact Email Address: david.winter@order-efficiency.com

Local Representative

Contact Name: _____

Business Name: _____

Business Address: _____

Contact Telephone: _____

Contact Email Address: _____

Purpose:

The purpose of this MOU is to set forth the general terms and conditions under which the PHC Service Provider will provide consultancy services to the Client via a contract in place between Local Rep and Client for a specific project. It is expected that Agent will enter into a succession of contracts with a number of Clients that increases over time. Each contract references a project-specific proposal.

Scope of Work:

The PHC Service Provider agrees to perform the following services as outlined in the attached sample / template proposal with local support from the Local Rep.

- (1) Project Health Control (PHC) consultancy from an agreed contingent of PHC Staff across roles;
 - (a) Strategist,
 - (b) Analyst,
 - (c) Administrator,
- (2) Independent Project Review (IPR)
- (3) Schedule Risk Analysis (SRA)
- (4) Training Needs Analysis (TNA)

The services 2 to 4 are provided not as separately priced packages but as an integral part of the PHC Consultancy in line with project needs.

Responsibilities:

a. PHC Service Provider's Responsibilities:

- (1) Conduct all Project Health Control (PHC) activities for the project using an agreed compliment of PHC Consultants from the PHC Consultants list [www.phcport.com].
- (2) Facilitate review sessions at all hierarchy levels from small local groups to owner-level progress meetings.
- (3) Produce the PHC Standard Weekly Report and develop it to encapsulate special project requirements.
- (4) Provide staff in a combination of remote working positions or on site according to project requirements.
- (5) Provide a mechanism for access to the PHC status database by user/password credentials.

b. Client's Responsibilities:

- (1) Provide access to project information.
- (2) Provide access to all project participants.
- (3) Timely invoice payments to Local Rep.
- (4) For each day of attendance on site there will be a daily allowance of USD 120 in local currency payable directly to the PHC Consultant.

(5) For each visit to site there will be a mobilization fee of USD 500 to partially cover time spent traveling.

(6) All accommodation and travel costs will be provided by the client.

c. Local Rep's Responsibilities:

(1) Find target projects in the assigned region and develop contacts to lead to award of contract for the each project.

(2) Allow visiting PHC Consultants use of office facilities.

(3) Provide local orientation assistance for visiting PHC Consultants.

(4) Liaise with the client to ensure provision of a safe and secure working and social environment for visiting PHC Consultants.

(5) Collaboration on the development and maintenance of an ongoing campaign contact list, illustrated in graphic charts and maps generated from the information inside the PHC database.

Terms and Conditions:

a. Duration:

The PHC Service is provided according to a pre-determined monthly schedule that uses agreed parameters to specify the number of months in the contract term and the number of PHC Consultants and their hours expected. For each project, PHC Service starts with a standard minimum contract term of 3 months. Subsequent follow-on contracts follow the same pattern but with changed information on months duration and PHC Consultant numbers and hours expected.

b. Payment Terms:

For each contract there is a 20% up front payment, and the remaining 80% is divided between the number of months in the contract. The schedule of payments is clear from the contract start. At the end of contract a calculation is made to establish the difference between hours used and hours forecast. If this is a negative value it reflects an underuse of the hours allocated, and constitutes a refund which the Local Rep will make to the Client immediately. If it is a positive value then it is invoiceable to the client as an end of contract adjustment.

Payments shall be made by bank account transfer.

c. Confidentiality:

Confidentiality of all information exchanged during the consultancy engagement shall be respected by all parties.

d. Termination:

The Agency agreement can be terminated by either the PHC Service Provider or the Local Rep at any time with 30 days written notice. Reasons for termination will be given by the requesting party to allow the other party an opportunity to respond with mitigating or corrective action within the 30 day period. The agreement will continue if the requesting party is satisfied with the response.

Any PHC Service contract between Client and Local Rep can be terminated by either the Local Rep or the Client at any time according to the terms of the individual contract. From the PHC Service Provider standpoint, service will continue until notified by the Local Rep of the terminated contract.

Intellectual Property:

Intellectual property for the PHC Service remains with the PHC Service Provider including whatever development occurs during successive contracts.

Governing Law and Jurisdiction:

Local (regional) jurisdiction and laws will govern this MOU.

Entire Agreement:

This MOU represents the entire agreement between the Parties, superseding any previous agreements or understandings.

Amendments:

Amendments to the MOU may be made by either the PHC Service Provider or the Local Rep if agreed in writing with the other party.

Signatures:

Order Efficiency Limited
David Winter – Director

Signed: 

Date: 13 August 2024

Local Rep Contact Name _____

Local Rep Contact Role _____

Local Rep Contact Signature: _____

Date: _____

We look forward to the opportunity to work with you and kindly request your signature to indicate your acceptance of the terms outlined in this Memorandum of Understanding.