

18th April 2016

Gianluca Trifirò
University of Messina Italy

Letter of intent between IMS World Publications Ltd & University of Messina Italy

From: 18th April 2016 until a time decided by either party

Details:

This is a letter of intent detailing the conditions for IMS World Publications Ltd to provide a 3 month internship on an annual basis to one student of the University of Messina Italy. The intern process will commence in 2017 and can cease at any time on notification by either party via email of letter.

Conditions:

- IMS will select the appropriate candidate from pool submitted by Gianluca Trifiro of the University of Messina Italy, but if no suitable candidates are put forward IMS is under no obligation to select an intern
- IMS World Publications Ltd is able to terminate this arrangement should the needs of IMS business change.
- University of Messina is able to terminate this arrangement should their requirements change.
- IMS World Publications Ltd will provide the intern with access to a suitable project as part of their masters. The topic of the project will be agreed at least 4 weeks before commencement of the internship between Joseph Kim and Gianluca Trifiro.
- The intern must have the right to work in the UK for the duration of their internship
- The intern will be responsible for funding their flights to and from the UK and their accommodation in the UK for the duration of the internship.
- The intern will be paid for their time on the internship by on a weekly basis via a third party (Yoh) and these earnings will be subject to UK tax.
- The intern will be responsible for organising a UK bank account and obtaining a national insurance number.
- At the end of the internship the intern will return to University of Messina Italy to complete their studies. It will be at IMS's discretion whether an offer of permanent employment is made to the intern on successful completion of the intern's studies.

This letter is not legally binding and purely constitutes a letter of intent and understanding between the two organisations.

Kind regards



Lynn Panton
Snr Talent Acquisition Specialist

Contract for Services for Temporary Employment

This Agreement is dated **DATE**. The Confirmation of Temporary Assignment together with these Detailed Terms constitutes your contract for services (the “**Agreement**”). If the terms described in your Confirmation of Temporary Assignment conflict with those in this Contract, the terms on your most current Confirmation of Temporary Assignment shall take precedence.

Definitions	
In this Contract, the following definitions apply:	
Assignment	Means the period during which the Temporary Worker is supplied by the Agency to provide services to the Client, working for and under the supervision and direction of the Client.
Temporary Worker	Means CANDIDATE NAME supplied by the Agency to provide services to the Client.
Client	Means the person, firm or corporate body, together with any subsidiary, associated person, firm or corporate body to whom the Temporary Worker is supplied or introduced.
Agency	Means Yoh Solutions Limited, 1000 Eskdale Road, Winnersh Triangle, Berkshire, RG41 5TS
Relevant Period	Means the longer period of either 11 weeks from the first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Agency to the Client.
Pension – Auto Enrolment	Means automatic enrolment in a NEST pension scheme after 12 weeks of an assignment once the threshold is reached. Prior to becoming eligible relevant communication will be issued regarding the auto-enrolment process.
SSP	Means Statutory Sick Pay (SSP) to an Temporary Worker meeting the qualifying conditions
Qualifying days (QDs)	Means a “day” on which the worker normally works.
Waiting days (WDs)	Means SSP is not payable for the first 3 QDs – these are called Waiting days (WDs).

1. THE CONTRACT

- 1.1 The terms contained in this document constitute a contract for services between the Agency and the Temporary Worker and govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Agency and the Temporary Worker between Assignments.
- 1.2 For the avoidance of doubt, these terms shall not give rise to a Contract of Employment between the Agency and the Temporary Worker, although the Agency is required to make statutory PAYE deductions and any other deductions which the Agency may be required by law to make.
- 1.3 No variation or alteration to these terms shall be valid unless the details of such variation are agreed between the Agency and the Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply.

2. ASSIGNMENTS

- 2.1 The Agency will endeavour to obtain suitable Assignments for the Temporary Worker. The Temporary Worker shall not be obliged to accept any Assignment offered by the Agency.
- 2.2 The Temporary Worker acknowledges that the nature of the temporary work means that there may be periods when no suitable work is available and agrees:
 - 2.2.1 That the suitability of work to be offered shall be determined solely by the Agency;
 - 2.2.2 That the Agency shall incur no liability to the Temporary Worker should it fail to offer any Assignments to the Temporary Worker;
 - 2.2.3 That no contract shall exist between the Temporary Worker and the Agency during periods when the Temporary Worker is not working on an assignment;
- 2.3 At the same time as an Assignment is offered to the Temporary Worker the Agency shall provide the Temporary Worker with a written Confirmation of the Temporary Assignment setting out the following: :
 - 2.3.1 the identity of the Client and if applicable, the nature of their business
 - 2.3.2 the date the assignment is to commence;
 - 2.3.3 the duration or likely duration of the assignment ;
 - 2.3.4 the type of work, location and hours during which the Temporary Worker would be required to work;
 - 2.3.5 the actual rate of pay that will be paid and any expenses payable by or to the Temporary Worker;
 - 2.3.6 the intervals of payment;
 - 2.3.7 any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks.

In addition the Agency shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.

- 2.4 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Temporary Worker.
- 2.5 For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.
- 2.6 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker directly or through another Agency, the Temporary Worker acknowledges that the Agency will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another Agency without further charge to the Client, unless the Temporary Worker was pre-identified by the Client.
- 2.7 In addition the Agency will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

3. REMUNERATION

- 3.1 The Agency shall pay the Temporary Worker the actual rate of pay which will be notified on a per assignment basis and shown in the Confirmation of Temporary Assignment. The rate of pay will be paid for each day worked during an Assignment and paid weekly in arrears, subject to statutory PAYE deductions and any other deductions which the Agency may be required by law to make.
- 3.2 Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Agency or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

4. STATUTORY ANNUAL LEAVE

- 4.1 For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year runs from January to December.
- 4.2 Under Working Time Regulations 1998, the Temporary Worker is entitled to 20 days plus 8 bank holidays or 5.6 weeks paid leave per year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year, neither will it be paid in lieu. Bank holidays have to be "earned" as holidays before they are paid.
- 4.3 Where a Temporary Worker wishes to take paid leave during the course of an Assignment, s/he should notify the Agency of the date of his/her intended absence giving notice of at least twice the length of the period of leave being requested. In certain circumstances the Agency may require the Temporary Worker to take annual leave at specific times or notify the Temporary Worker of periods when paid annual leave cannot be taken.

- 4.4 In certain circumstances, the Agency may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take and in such circumstances the Agency will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that has been requested.
- 4.5 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid to the number of hours which the Temporary Worker has worked on Assignment. The Temporary Worker is responsible for ensuring that all paid annual leave is requested and taken within the leave year.
- 4.6 In the course of any Assignment during the first leave year, the Temporary Worker is entitled to request leave at the rate of 1/12th of the Temporary Workers total holiday entitlement in each month of the leave year.
- 4.7 Where this contract is terminated by either party and a P45 requested, the Temporary Worker shall be entitled to be a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 4.5 above.
- 4.8 For the avoidance of doubt, none of the provisions of this clauseshall affect the Temporary Worker's status as a self-employed worker.

5. SICKNESS ABSENCE

- 5.1 The Temporary Worker may be eligible for Statutory Sick Pay (SSP) provided that s/he meets the relevant statutory criteria.
- 5.2 The Temporary Worker is required to provide the Agency with evidence of incapacity to work by way of self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 5.3 For the purposes of the Statutory Sick Pay scheme a Qualifying Day is a day during the course of an Assignment and that qualifying day shall be the one on which the worker normally works in every week.
- 5.4 SSP is payable from the first Qualifying Day after the three Waiting Days

6. TIMESHEETS

- 6.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall obtain a time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client. In some cases time capture will be managed in a time portal specific to the Client, your assignment instructions will make this clear. It is the Temporary Worker's responsibility to complete the time entry ahead of any cut-off date.
- 6.2 Subject to clause 6.3, the Agency shall pay the Temporary Worker for all hours worked regardless of whether the Agency has received payment from the Client for those hours.

- 6.3 Where the Temporary worker fails to submit a properly authenticated time sheet the Agency shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Temporary Worker. The Agency shall make no payment to the temporary Worker for hours not worked.
- 6.4 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

7. TEMPORARY WORKER'S OBLIGATIONS

- 7.1 The Temporary Worker is not obliged to accept any Assignment offered by the Agency but if s/he does so, during every Assignment and afterwards where appropriate, s/he will:
- 7.1.1 Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation.
 - 7.1.2 Observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected ascertain.
 - 7.1.3 Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
 - 7.1.4 Not engage in any conduct detrimental to the interests of the Client;
 - 7.1.5 Not at any time divulge to any person, nor use for his or her own or any other person's benefit, any confidential information relating to the Client's or the Agency' employees, business affairs, transactions or finances;
 - 7.1.6 On completion of the Assignment or at any time when requested but the Client or the Agency, return to the Client or where appropriate, to the Agency, any Client property or items provided to the Temporary Worker in connection with or for the purpose of the Assignment, including but not limited to, any equipment, materials, documents, ID cards or swipe cards.
- 7.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and/or the Agency within one hour of the commencement of the Assignment or shift.
- 7.3 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he or she may not be suitable for an Assignment, s/he shall notify the Agency without delay.
- 7.4 The Temporary Worker acknowledges that any breach of his/her obligations set out in this clause may cause the Agency to suffer loss and that the Agency reserves the right to recover such losses from the Temporary Worker.

8. TERMINATION

- 8.1 The Agency or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability unless a notice period has been detailed on the Confirmation of Temporary Assignment.
- 8.2 The Temporary Worker may terminate the Assignment at any time without prior notice or liability unless a notice period has been detailed on the Confirmation of Temporary Assignment.
- If the Temporary Worker does not inform the Client or the Agency [in accordance with clause 7.2] should they be unable to attend work during the course of an Assignment, this will be treated as termination of the Assignment by the Temporary Worker in accordance with clause 8.2 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 7.2.
- 8.3 If the Temporary Worker is absent during the course of an Assignment and the contract has not been otherwise terminated under clauses 8.1 or 8.2 above the Agency will be entitled to terminate the contract in accordance with clause 8.1 if the work which was assigned is no longer available.
- 8.4 Following completion or termination of Assignment or if the Temporary Worker does not report to the Agency to notify his/her availability for work for a period of 3 months, the Agency will forward his/her P45 to his/her last known address.

9. DATA PROTECTION AND DISCLOSURE OF INFORMATION

- 9.1 The Temporary Worker consents to the Agency holding, processing and accessing both electronically and manually such records and personal data including sensitive personal data provided by the Temporary Worker to the Agency and to the content of such records being disclosed to a third party (including the Client) for the purposes permitted or required by the Act. The Temporary Worker also consents to the transfer of personal data to the Client or any potential Client or to third parties for administration purposes and other purposes in connection with assignments and/or the search for assignments. The Agency agrees that it will not disclose any confidential information about the Temporary Worker without his/her prior consent unless it is:
- 9.1.1 To provide work-finding services for the Temporary Worker in accordance with the terms of this agreement;
- 9.1.2 For the purposes of any legal proceedings (including arbitration); or
- 9.1.3 In the case of a Temporary Worker who is a member of a professional body, the provision of information to that professional body.

10. CONFIDENTIALITY

- 10.1 In order to protect the confidentiality and trade secrets of any Client of the Agency and without prejudice to every other duty to keep secret all information given to or gained in confidence the Temporary Worker agrees as follows:
- 10.1.1 Not at any time, whether during or after an Assignment (unless expressly authorised by the Client or Agency as a necessary part of the performance of

his/her duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client or Agency with the exception of information already in the public domain;

10.1.2 To deliver to the Client or Agency (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in his/her possession including documents and other materials created during the course of an Assignment; and

10.1.3 Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other materials belonging to the Client except where required to do so in the course of his/her duties under an Assignment in which event any such item shall belong to the Client or the Agency as appropriate.

11 GOVERNING LAW AND JURISDICTION

11.1.1 These terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

Agreement	
In signing this Agreement, you agree:	
<ul style="list-style-type: none"> to the terms and conditions set out in the Confirmation of Temporary Assignment, without exception, and; to abide by the policies and procedures set out in the Temporary Worker Handbook. 	
Name of Temporary Worker	
Signature of Temporary Worker	
Date	
Name of Yoh Solutions Limited Representative	
Signature of Yoh Solutions Limited Representative	
Date	