

Consultancy Agreement

This Consultancy Agreement consists of this Schedule *and* the Terms and Conditions attached.

Schedule

Agreement between:

- 1) University Of Reading of PO Box 217, Whiteknights, Reading, Berkshire, RG6 6AH, United Kingdom (the 'University'); and
- 2) ABC [Limited/public limited company] a company incorporated in England and Wales, registration number [insert], whose principal place of business/registered UK office is [insert address] (The 'Client').

University contact: [Insert the name and contact details] ('University Contact')

Client contact: [Insert the name and contact details] ('Client Contact')

Consultant: [insert the name(s) and department of the individual(s) who will be charged with carrying out the Project]

Project Deliverables: The University will provide the services of the Consultant to perform the following work: [provide description/attach description and reference where it is here] (the 'Project')

Start Date: [insert the date on which the Project will start] ('Commencement Date')

End Date: [insert the date on which the Project will end] or on the completion of the Project ('Completion Date')

Payment details: [insert the value of the project and how payment is to be made i.e. lump sum/by invoice or if there is an hourly/daily rate which is then invoiced OR it there is a set amount paid each month etc]¹(the 'Price')

Expenses: The University shall be entitled to charge the Client expenses reasonably incurred in the performance of the Project: [give details i.e. Yes/No/limits/receipts etc]

Termination: This Agreement may be terminated by either party upon written notice: [1 week's notice/1 month's notice or on completion of the Project]

AGREED by the parties through their authorised signatures:

Title: _____	Title: _____
Name: _____	Name: _____

Signature: _____(RES SIGNATORY)_____	Signature: _____
Date: _____	Date: _____

FOR AND ON BEHALF OF
THE UNIVERSITY OF READING

FOR AND ON BEHALF OF
ABC[Limited/PLC]

¹ NB: where VAT is applicable it should be added in addition to the Project costs - see clause 4.2

Terms and Conditions

1. Definitions

The following terms shall have the following meanings:

- | | | |
|---|--|---|
| <p>'University'</p> <p>'Commencement Date'</p> <p>'Completion Date'</p> <p>'Price'</p> <p>'Payment details'</p> <p>'Project':</p> | <p>2.2</p> <p>2.3</p> | <p>Either Party may terminate this Agreement by giving written notice to the other Party as specified in Clause 10.1.</p> <p>Should the Consultant become unable to perform the Project this Agreement may be terminated by either Party giving written notice to the other Party, such notice to take effect either forthwith or as specified by the notice.</p> |
| <p>'Agreement':</p> | <p>2.4</p> | <p>The University may terminate this Agreement should the Client:</p> <p>2.4.1 Commit a serious breach of this Agreement which the Client fails to remedy within [thirty] [(30)] days of receipt of written notice from the University specifying the breach and requesting remedy; or</p> <p>2.4.2 Compound or make arrangements with its creditors or goes into liquidation (voluntarily or otherwise) other than for the purpose of a bona fide reconstruction or a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of its business or assets or if any similar or analogous event occurs.</p> |
| <p>'Party'</p> | | |
| <p>'Background IP':</p> | | |
| <p>'Client':</p> | <p>2.5</p> | <p>On termination of this Agreement the Client shall pay the University:</p> <p>2.5.1 Any monies which are due to the University prior to the termination date, which have not been paid prior to the termination; and</p> <p>2.5.2 A proportion of the next payment (if any) falling due after the date of termination reflecting the University's actual expenditure on Project work prior to the date of termination and any non-cancellable commitments entered into by the University as a result of the Project.</p> |
| <p>'Claims':</p> | | |
| <p>'Losses':</p> | | |
| <p>'Consultant':</p> | <p>2.6</p> | <p>On termination of this Agreement, if this Agreement states that the University shall prepare a report, it will be provided to the Client once the University has received any payment due as provided for in Clause 2.5 and Clause 4.</p> |
| <p>'Foreground IP':</p> | | |
| <p>'Confidential Information':</p> | <p>3.</p> <p>3.1</p> <p>3.2</p> <p>3.3</p> | <p>Price</p> <p>Where the Price given in the Schedule is based on a daily rate, a day shall mean up to 7 hours work.</p> <p>Any additional time worked on the Project shall be agreed between the Parties and charged on a pro-rata basis to the Client unless otherwise agreed in writing.</p> <p>The University retains the discretion to charge for any reasonable costs incurred in connection with any variation in, or delay to, the Project resulting from the Client's instructions or deficiency in instructions.</p> |
| | <p>4.</p> <p>4.1</p> <p>4.2</p> | <p>Payment</p> <p>In consideration for the services to be provided under the Project by the University to the Client, the Client shall pay the sum set out in the Schedule under Payment details.</p> <p>All sums in the Payment details:</p> <p>4.2.1 Are exclusive of VAT which, where applicable, will be paid by the Client to the University in addition to the amount or rate quoted in the Payment details of the Schedule;</p> |

2. Duration and Termination

- 2.1 This Agreement shall commence on the Commencement Date and the University shall use all reasonable endeavours to complete the work by the Completion Date, or such other date as the Parties may agree.

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- 4.2.2 Shall be paid on the due dates by the Client to the University as specified in the Payment details in the Schedule or no more than 14 days after receipt of the University's invoice;
- 4.2.3 Shall be made in Sterling by the Client in accordance with the instructions set out in the University's invoice; and
- 4.2.4 Shall quote the invoice reference number of the University.
- 5. Confidential Information**
- 5.1 Unless the parties have signed a separate agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this provision), each Party will keep any Confidential Information disclosed by the other secret. Neither Party may use or take advantage of any such Confidential Information without the discloser's consent, even after the end of this Agreement.
- 5.2 Each Party shall be responsible for ensuring that its officers, employees and agents comply with Clause 5.1.
- 5.3 The obligation imposed by Clause 5.1 does not apply to:
- 5.3.1 Information known to the receiver before disclosure by the other Party;
- 5.3.2 Information which becomes public knowledge without fault on the part of the receiver;
- 5.3.3 Disclosures made to the extent required by an applicable legal or regulatory obligation;
- 5.3.4 Is developed by or on behalf of that Party by any person(s) who have not had any direct or indirect access to, or use or knowledge of, the Confidential Information imparted by the other Party.
- 5.4 The terms of Clause 5 shall survive any termination of this Agreement for a period of [five] [5] years from termination.
- 6. Intellectual Property**
- 6.1 All Background IP used in connection with the Project shall remain the property of the Party who introduced it. No licence is granted to either Party's intellectual property unless expressly agreed to in writing.
- 6.2 The University shall promptly disclose all Foreground IP to the Client.
- 6.3 All Foreground IP developed by the University which forms part of the Project shall be the sole property of the Client. The University shall, at the request and expense of the Client, execute such documents as may be necessary to transfer title to and apply for patents or other protections for such Foreground IP.
- 6.4 All Foreground IP developed by the University which does not form part of the Project shall remain the property of the University.
- 6.5 Any developments or modifications which result from the execution of this Project to either Party's Background IP and which are not severable from that Party's Background IP will be deemed to form part of that Party's Background IP. In such circumstances that Party shall grant to the other an irrevocable royalty free licence to use such of its Background IP and any Foreground IP belonging to it, as may be necessary for the performance of this Agreement.
- 6.6 Subject to the provisions of Clauses 5 and/or 6, the Client hereby grants to the University a perpetual royalty free licence to use such IPR for teaching and research purposes only.
- 7. Visits and Property**
- 7.1 The Client may attend, on reasonable notice and at mutually agreed times, the University's premises and inspect progress of the Project from time to time.
- 7.2 The University shall not be liable for any loss, damage or destruction of items or property provided by the Client to the University, subject to Clause 9.
- 8. Publication**
- 8.1 The Client recognises and accepts that under Charity Law the University is obliged to engage in the advancement and dissemination of knowledge and that advancements in understanding gained from the execution of this Agreement may be used to these ends, subject to Clause 8.2.
- 8.2 The University shall not publish any Foreground IP without the consent of the Client. Such consent should be obtained in writing not less than 30 days before the date of the proposed publication. The Client may by written notice to the University ('A Confidentiality Notice') require the University to delay the proposed publication for a maximum of [6 months] if, in the Client's reasonable opinion, that delay is necessary in order to seek a patent or other such protection of IP.
- 8.3 If the Client wishes to publish the results of the Project, it will provide the University with a copy of the proposed publication not less than [thirty] [30] days before the date of the proposed publication. The University may not prevent publication but may require the Client to remove the University's name and/or that of its affiliates, employees, officers or agents from any such publication.
- 8.4 For the avoidance of doubt, the University may publish any Foreground IP not related to the Project.
- 9. Warranties, Liabilities and Indemnities**
- 9.1 The Parties acknowledge that, by entering into this Agreement, they do not do so in reliance on any representation, warranty or other provision except as expressly provided for in this Agreement.
- 9.2 Any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.
- 9.3 The University undertakes that it will use all reasonable endeavours to perform the Project and if any part of the Project is performed negligently or in breach of this contract then, at the request of the Client, given within 6 months of the Completion Date, the University shall use all reasonable endeavours to re-perform the relevant part of the Project, subject to Clauses 9.4 and 9.5 below.
- 9.4 The University expressly does not warrant that any result or objective whether stated in this Agreement or not shall be achieved, is achievable or be attained at all by the Completion Date or any other date.
- 9.5 Except in the case of death or personal injury caused by the University's negligence, the University's liability under or in connection with this Agreement shall not exceed the Price of this Agreement.

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9.6 Neither Party shall be liable to the other in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

9.7 The Client shall indemnify and hold harmless the University from and against all claims and losses arising from loss, damage, liability, injury to the University's employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information, device or product supplied to the Client by the University's employees or consultants, or supplied to the University by the Client within or outside the scope of this Agreement.

10. Notices

10.1 Any notice to be given by either Party to the other shall be in writing and sent by first class mail to the address of the other and shall be deemed to be served 3 days following the date of posting.

11. Non-Assignment

11.1 The rights and obligations of the Parties to this Agreement shall not be assigned, sub-contracted or otherwise without the prior written consent of the other Party.

12. Non-Competition

12.1 The University may provide the same type of services as described in this Agreement to a third party but the University will not use the Client's Confidential Information to provide any such services.

13. Rights of Third Parties

13.1 A person who is not a Party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.

14. Freedom of Information

14.1 The Client acknowledges that the University has legal obligations under the Freedom of Information Act 2000, which provides a right of public access to various types of information held by public bodies. Should the University receive a request under the Freedom of Information Act which relates to the Project the University will promptly inform the Client. To the extent that the law permits University will not publish:

- Information that might prejudice the University's and the Client's commercial interests.
- Information that would prejudice the prevention or detection of crime or the prosecution of offenders.
- Information concerning legal proceedings or investigations being carried out by the University that might lead to criminal or civil proceedings.
- Information held under obligation of confidentiality.

15. Force Majeure

15.1 If either Party is obstructed in performing any of its obligations under this Agreement by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. The obstructed Party shall inform the other Party as soon as reasonably practicable of any such obstruction.

16. Assistance and Delay by the Client

16.1 The Client shall provide all information and materials sufficient in the reasonable opinion of the University to enable the University to proceed with the Project on or after the Commencement Date.

16.2 If at any time, in the reasonable opinion of the University, such information or materials are not provided in a timely fashion then the University may alter the Commencement or Completion Date or terminate the Agreement as provided for in this Agreement.

17. Entire Agreement and Amendments

17.1 This Agreement constitutes the entire agreement between the parties, and any representation made by either Party prior to the signing hereof shall be disregarded. Any amendments to this Agreement shall be agreed in writing by the Parties.

17.2 Neither Party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any performance of the Project or during any notice period. Where it is agreed between the parties that any Project is to be performed, a schedule in the form annexed to this Agreement setting out the nature of the Project, the charging basis, and any other material terms (a 'Schedule') will be produced by the University and provided to the Client.

17.3 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been executed without it.

17.4 Failure by either party to enforce any of the provisions of this Agreement shall not be construed, nor deemed to be, a waiver of that party's rights under this Agreement. For the avoidance of doubt, any such waiver shall not in any way affect the validity of the whole or any part of this Agreement nor prejudice that party's right to take subsequent action.

18. Applicable Law and Jurisdiction

18.1 Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators.

18.2 Nothing in this clause shall be construed as prohibiting a party from applying to a court for interim injunctive relief.

18.3 This Agreement is made and shall be interpreted in accordance with English Law and subject to the [non-]exclusive jurisdiction of the English courts sitting in England.