**CONSULTANCY AGREEMENT**

**Dated:**

**Between:**

1. …………………………… with a registered address of ………………………………………….

 (the “Client”).

and

1. ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE, a university registered by Act of Parliament and incorporated by Royal Charter RC000823, whose administrative offices are at Royal Holloway, University of London, Egham Hill, Egham, Surrey, TW20 0EX (“RHUL”)

**It is agreed as follows:-**

1. Definitions
	1. For the purposes of this Agreement the following shall apply:-

|  |  |
| --- | --- |
| Term | Meaning |
| The Services: | As per Schedule 1 |
| The Deliverables: | on subject matter expertise as detailed at Schedule 1.  |
| The Consultant: | Professor **XXX** of the Department of **XXXX** at the Royal Holloway and Bedford New College (**e-mail: XXXXXX** ) any of her colleagues who may be required to assist in carrying out the Services, with the agreement of the Client. |
| The Fee | The Client undertakes to pay to RHUL the fixed-rate sum of £**XXXXX** (+VAT at the appropriate rate) for provision of the Services.The Client shall additionally reimburse directly to the Consultant all reasonable consumable, travelling and other out of pocket expenses properly incurred by the Consultant in the performance of the Services for the Client. |
| Payment Terms | The total amount due under this Consultancy Agreement will be invoiced by RHUL in accordance with the instructions in Clause 4.3 in accordance with the payment schedule set out at Schedule 1. All payments and receipt of payments by the Consultant and RHUL respectively shall be subject to Schedule 2. |
| Start Date |  |
| End Date |  |
| Background IP  | Any IP developed owned or licensed by a party before or after the Start Date other than the Foreground IP; |
| Confidential Information  | All confidential information (regardless of how the information is stored or delivered), exchanged between the parties on or after the date of this Agreement relating to the business, technology or other affairs of the party providing the information, and/or, the RHUL Associates. Information which is or comes into the public domain or is independently and lawfully developed or received by the recipient party is excluded; |
| RHUL Associates | The University and/or their respective employees or students, as appropriate; |
| Foreground IP  | Any IP created in the performance of the Services and forming part of the Deliverables; |
| IP | Any invention, improvement, patent, design, process, information, copyright work (including without limitation rights in and to technical processes, systems, methods, software design, algorithms, code, scripts or other computer software), databases or topography or any application to register any such right and any other intellectual property of any nature whatsoever in any part of the world; |
| The University | Royal Holloway and Bedford New College, with a registered address at Royal Holloway, University of London, Egham, Surrey TW20 0EX, United Kingdom |

2. Duties

2.1 Subject to the terms of this Agreement the Client engages RHUL to carry out the Services and provide the Deliverables in consideration for the Fee. RHUL agrees that it will fulfil its obligations through the Consultant.

1. Duration and Performance
	1. This Agreement shall be deemed to have come into effect on the Start Date and shall come to an end on the End Date. This Agreement may be extended on the same terms and conditions by written agreement or may be terminated by either party on
		1. failure by the other party to remedy a material breach after being given 30 days notice to do so
		2. either party ceasing to trade or becoming insolvent or having an administrator, receiver or liquidator appointed
		3. 90 days’ notice of termination without cause.
	2. For the avoidance of doubt material breach includes without limitation any non-payment by the Client of any part of the Fee or expenses due pursuant to Clause 4.
	3. RHUL shall not be in breach of this Agreement for failing to carry out the Services to the extent that it is prevented from doing so by any acts or omissions of the Client or that any payment invoiced pursuant to Clause 4 is overdue for payment.
	4. No party need act to fulfil this Agreement if it is impossible to do so due to any cause beyond its control (including war, riot, natural disaster, labour dispute, or law taking effect after the date of this Agreement). The non-performing party agrees to notify the other party promptly after it determines that it is unable to act.
	5. The expiry or termination of this Agreement does not affect any rights or obligations of either party which have arisen or accrued up to and including the date of expiry or termination including the right to payment under this Agreement. Clauses 6, 7 and 8 survive expiry or termination (for whatever reason).
2. Consideration
	1. RHUL shall invoice the Client for the Fee (together with any VAT due), in accordance with the Payment Terms. Invoices shall be paid within 30 days of the date of invoice. RHUL shall be entitled to charge interest at 4% above the Base Lending Rate of Barclays Bank Plc from time to time should payment not be received by the due date, and may at its option suspend provision of the Services until payment of the outstanding invoice is made in full.
	2. The Client shall additionally reimburse to RHUL all reasonable travelling and other out of pocket expenses properly incurred by the Consultant in the performance of the Services for the Client.
	3. The following details shall be included in each invoice to the Client:

Name of Client finance contact:

E-mail address of Client finance contact:

Company name and address for invoice:

Payment of expenses shall be subject to the Consultant providing genuine receipts of expenditure directly to the Client. Any such reimbursement shall be in accordance with Schedule 2. The Consultant shall provide the details of their bank account directly to the Client and solely for the purpose to facilitate payment of the reasonable Reimbursable Expenses. The Consultant shall also provide a copy of said receipts to the Head of Intellectual Property and Contracts for audit purposes.

1. The Role of the Client
	1. The Client shall:
		1. ensure that it has and maintains throughout the period of this Agreement public liability insurance, product liability insurance and all risks property damage insurance that adequately covers the activities and property of RHUL and the Consultant while on the Client’s premises;
		2. advise RHUL and the Consultant of any health and safety hazards, handling and storage requirements known to the Client regarding any materials, goods and samples supplied by the Client to RHUL, or the Consultant;
		3. make available all reasonable assistance, information and appropriate personnel to liaise with RHUL or the Consultant as they may reasonably require.
2. IP Rights
	1. The parties acknowledge that any Background IP of the Client, RHUL or a RHUL Associate used in the performance of the Services remains the property of that person.
	2. The Client hereby grants to RHUL and the Consultant a royalty-free, non-exclusive licence to use that part of the Client’s Background IP which is wholly and necessarily required by RHUL or the Consultant solely for the purpose of the performance of the Services.
	3. Upon completion of the Services and upon payment in full of the Fee and any VAT due, the Foreground IP shall be deemed to have been assigned to the Client, subject to Clause 6.4, pending which, the Foreground IP shall be vested in RHUL.
	4. RHUL (for itself and the RHUL Associates) reserves the right to use the skill, know-how and expertise acquired in the performance of the Services for the purposes of providing similar services to any other client and to use the Deliverables for the purposes of teaching and academic research.
3. Confidentiality
	1. No Confidential Information disclosed to the Client, RHUL or a RHUL Associate may be disclosed by the recipient to any person without the written consent of the discloser except:
		1. employees or subcontractors of RHUL, the RHUL Associates or the Client who require such information for the purposes of this Agreement and who shall have been made aware of the obligation to maintain confidentiality; or
		2. if required to do so by law.
	2. No Confidential Information may be used by the recipient for any purpose other than the performance of this Agreement
	3. The provisions of Clauses 7 will survive the expiry or earlier termination (for whatever reason) of this Agreement for a period of three years.
	4. Notwithstanding Clause 6 and Clauses 7.1–7.2, but subject to Clauses 7.5, 7.6 and 7.7, RHUL and any RHUL Associate involved in providing the Services may use and disclose the Deliverables and any related documents or information for the purposes of academic publication, including student theses.
	5. RHUL shall provide a copy of any proposed disclosure or publication which contains the Deliverables or any documents or information (other than RHUL Associates Background IP) related to the Deliverables to the Client at least 30 days before the date of the proposed disclosure or publication.
	6. Within 30 days of receipt by the Client of the proposed disclosure or publication under Clause 7.5, the Client shall either:
		1. provide written consent to the proposed disclosure or publication; or
		2. reasonably request that RHUL procures the delay or amendment of the proposed disclosure or publication for the purposes of removing the Client’s Confidential Information or to enable a patent application to be filed regarding any of the information contained in the proposed disclosure or publication. The delay or amendment requested by the Client shall be reasonable and in any event, no delay requested shall expire more than three months after the date on which the proposed disclosure or publication was provided to the Client under Clause 7.5.
	7. If within 30 days of receipt of the proposed disclosure or publication the Client does not provide consent or request a delay or amendment pursuant to Clause 7.6(b), the Client shall be deemed to have given consent for the proposed disclosure or publication pursuant to Clause 7.6(a).
4. Liability
	1. The Client acknowledges that it has not relied on any representation or warranty that the Services or Deliverables will provide any particular result or outcome.
	2. The Services shall be provided with reasonable skill and care and within a reasonable time and the Deliverables will be as set out in this Agreement. Subject thereto and as may be expressly set out in this Agreement, no representation or warranty, express or implied, regarding the Services or the Deliverables is given and all such representations and warranties are excluded to the maximum extent permitted by law.
	3. Nothing in this Agreement excludes or restricts liability for any fraudulent misrepresentation or death or personal injury caused by negligence.
	4. Subject to Clauses8.3 and 8.5, any liability of RHUL, or the RHUL Associates for direct loss in contract, tort or otherwise arising out of or in connection with this Agreement is limited for one incident or a series of incidents to the total amount of the fee actually received by RHUL from the Client for the Services provided under this Agreement save that the liability for negligent advice shall be limited for one incident or a series of incidents to the lower of ten times the Fee or £100,000.
	5. Subject to Clause 8.3, in no circumstances will either party be liable to the other, nor will any RHUL Associate be liable for any indirect, incidental, consequential damages including any loss of profits, revenue, business opportunity or goodwill in contract, tort, negligence, breach of statutory duty or otherwise whatsoever or howsoever arising out of or in connection with this Agreement.
	6. Notwithstanding anything else in this Agreement the Client shall indemnify RHUL, and the RHUL Associates (“the Indemnitees”) in full against all demands, claims, judgements and the liability of either or both parties (howsoever arising and whether in contract, tort, negligence or for breach of statutory duty or misrepresentation) for damages, costs, expenses or any other loss of whatsoever nature including damage to property, financial loss, personal injury and death, which is asserted in any claim or threatened claim by any third party against all or any of the Indemnitees arising out of or in connection with the Client’s use of the Deliverables or the use by RHUL or the Consultant of the Client’s Background IP in accordance with this Agreement. The indemnity also extends to the Indemnitees legal and professional fees and any expenses incurred in dealing with any such third party claim. Nothing in this sub-clause shall prevent the Client from recovering from RHUL, subject to the exclusions and limitations set out in this Agreement, damages due to the Client for default by RHUL of any of its contractual obligations under this Agreement
5. General
	1. This Agreement shall be governed by the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts. Any waiver or variation of the rights and obligations under this Agreement shall be in writing and signed by the Client and RHUL only.
	2. This Agreement does not render one party the partner, agent, or legal representative of the other. Except as provided in Clauses 5, 6, 7, and 8, this Agreement does not create any right enforceable by any person, who is not a party to this Agreement, under the Contract (Rights of Third Parties ) Act 1999, but this Clause does not affect any right of a third party which is available apart from the Act. This Agreement may be amended without the consent of the RHUL Associates or, for the avoidance of doubt, the Consultant.
	3. The Client shall not assign or otherwise transfer all or any part of this Agreement, without RHUL’s prior written consent.
	4. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter of this Agreement. If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction, unless it alters the basic nature of this Agreement or is contrary to public policy.
6. Announcements
	1. A party may not make press or other announcements or releases relating to the Consultancy Agreement or its subject matter without the approval of the other party of the form and manner of the announcement or release unless and to the extent that the announcement or release:
		1. is required to be made by the party by law; or
		2. is made in the annual report of the University or RHUL or in the annual report of one of the University’s departments,

in which case the other party shall be notified of the announcement or release if possible before it is made.

* 1. Neither party will use the name, trade name, trademark, logo or other designation of the other party in connection with any products, promotion, advertising, press release, or publicity without the prior written permission of the other party:
1. Notices and Communications
	1. All notices served under this Agreement shall be in writing and sent by e-mail or pre-paid post for the attention of the person and to the address or e-mail address given in this Clause 11. All such notices shall be deemed served within (two) 2 working days (in the UK) after being sent if the address of both parties is in the UK or 5 working days (in the UK) if not. To prove service, it is sufficient to prove that the notice was transmitted to the correct e-mail address of the relevant party or, in the case of post, that the envelope containing the notice was properly addressed and posted.
	2. For the purposes of notices and other communications between the parties, their contact details are as follows:-

 **The Client**:

 Tel:. E-mail:

 **RHUL**: Director, Research & Enterprise

Royal Holloway and Bedford New College, Egham, Surrey TW20 0EX.

 Tel: 01784 41469. E-mail: Alicen.Nickson@rhul.ac.uk

 Copy to:

 Intellectual Property and Contracts: researchcontracts@rhul.ac.uk

**SIGNED** for and on behalf of Royal Holloway and Bedford New College

Signature .....................................................

Name .....................................................

Title .....................................................

Date .....................................................

**SIGNED** for and on behalf of Client

Signature .....................................................

Name .....................................................

Title .....................................................

Date .....................................................

**Read and Understood by Consultant**

Signature .....................................................

Date .....................................................

# SCHEDULE l

Title: ……………………………………………………………….

Services: The Consultant will complete the following tasks:

|  |  |
| --- | --- |
| Tasks | Days |
| Activity |  |
| TOTAL |  |

Consulting Fees: The Client will pay Consultant a fixed fee of **£XXXXX per day**. Such a fee is calculated on the basis that the parties estimate Consultant will require **XXX days** to perform the services associated with each workshop. All such fees set out herein shall be understood to be net. VAT shall be added if applicable.

Reimbursable Expenses: In addition to the Daily Compensation Rate, all reasonable consumable and travel expenses properly incurred during the performance of this Agreement, in accordance shall be paid by the Client. The Client will not pay Consultant for travel time. Any expense claims must be submitted with receipts by the Consultant to the Client.

Daily Compensation Rate :

|  |  |  |  |
| --- | --- | --- | --- |
| Consultant | Rate/day | Day | Cost |
| …………………………………………………………………………………………… |  |  | **£**  |
| Total |  |  | £ |

Send Invoices To:

Att.

e-mail:

The associated Purchase order number:

The VAT Registration number is:

Send Payment To:

Royal Holloway and Bedford New College

c/o Research Finance

Royal Holloway, University of London

Egham Hill, Egham, Surrey TW20 OEX, United Kingdom

Bank Details

IBAN: GB82 NWBK 6007 3302 3253 30

BIC (SWIFT): NWBK GB 2L

Account Number: 02325330

Sort Code: 60 07 33

Account Name: Royal Holloway & Bedford New College (RHBNC)

VAT No GB 212 327 410

**SCHEDULE 2**

**Anti-Bribery**

1. Each Party and the Consultant will, in connection with the Project:

1.1 comply with all laws, statutes and regulations which apply to it or its activities and which relate to anti-bribery or anti-corruption (or both), including the Bribery Act 2010;

1.2 not do anything which would constitute an offence under section 1, 2 or 6 of the Bribery Act 2010 if it had been carried out in the United Kingdom;

1.3 have policies and procedures (including adequate procedures as determined in accordance with section 7(2) of the Bribery Act 2010 and any guidance issued under section 9 of that Act) to ensure compliance with paragraphs 1.1 and 1.2 above;

1.4 follow and enforce the policies and procedures referred to in paragraph 1.3 above;

1.5 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it;

1.6 provide such evidence of compliance with this Schedule as the other party may reasonably request from time to time;

1.7 keep accurate and up to date records and books of account showing all payments made by it in connection with this Agreement and the Project and the steps taken by it to comply with this Schedule. (Those records and books of account must be sufficient to allow the other Party to verify compliance with this Schedule.); and

1.8 on request during normal working hours, allow the other Party access to and to copy those records and accounts and to meet with its personnel to verify compliance with this Schedule.

2. Each Party and the Consultant will ensure that any person associated with it (as determined in accordance with section 8 of the Bribery Act 2010 and paragraph 4 below) who is involved in the Project, is involved in the Project only on the basis of a written contract which imposes on that person terms equivalent to those imposed on that Party in this Schedule.

3. Each Party and the Consultant will ensure that each person referred to in paragraph 2 above complies with terms equivalent to the terms imposed by this Schedule, and will be liable to the other Party for any breach by that person of any of those terms.

4. A person associated with a party includes the Consultant, its employees, its students, its group companies and subcontractors and their respective employees.