



[Insert Company address]

GCU's SUPPLY OF RESEARCH SERVICES

Dear Sirs,

The University Court of Glasgow Caledonian University, a charitable body registered in Scotland with registration number SCO21474 and having its principal office at Glasgow Caledonian University, Cowcaddens Road, Glasgow G4 0BA (“GCU”) will be pleased to supply the _____ undernoted “**Research Services**” to you, _____ (company name), a company incorporated under the Companies Acts in _____ (country) under registration number _____ and with registered office at _____ (the “**Company**”) on the terms and conditions set out in the Conditions for the Supply of Research Services (the “**Conditions**”) attached to this letter (the “**Proposal**”) and deemed to be incorporated herein.

Research Services

[Detail services to be supplied. Matters to be included:

- Nature of services, deliverables, milestones, anticipated dates for performance
- Commencement Date and Contract Term
- Key Personnel of GCU (if any)
- Fees (state whether incl / excl VAT) – fees should cover all sums payable under the Contract
- Payment schedule - if staggered payments these should be related to clearly defined milestones
- Detail any GCU expenses that the Company will pay
- Any input materials of either party
- Location at which Services will be provided

- Any equipment involved in the Services, and which party is to supply it
- Any information, facilities or technical support or other input required from the Company in order to allow GCU to provide the Services]

Please confirm your acceptance of this Proposal and the Conditions by completing the acknowledgement copy and returning it to us at the above address. By signing this letter, you are forming a legally binding contract between the Company and GCU, comprising of this Proposal and the Conditions (the “**Contract**”).

Signed for and on behalf of Glasgow Caledonian University:

..... Signature Witness(signature)
..... Print Name Print Name
For and on behalf of GCU Address.....
Date.....

I the undersigned _____ (print name), _____ (position) of the Company, by my signature hereto hereby confirm my ability to bind the Company, and also the Company’s acceptance of the terms of this letter and of the Conditions.

..... Signature Witness(signature)
..... Print Name Print Name
For and on behalf of the Company Address.....
Date.....

CONDITIONS FOR THE SUPPLY OF RESEARCH SERVICES

“**Conditions**” means these terms and conditions;

“**Contract**” means the contract formed between the Parties, consisting of the Conditions and the Proposal;

“**GCU**” means The University Court of Glasgow Caledonian University

“**Parties**” means GCU and the Company, and “party” shall be interpreted accordingly;

“**Proposal**” means the proposal letter signed on behalf of each of the Parties; and

“**Services**” means the “Research Services” described in the Proposal.

Unless otherwise stated, defined terms used in these Conditions shall have the same meaning as given to them in the Proposal.

1. Scope

The Contract shall govern the Services to be carried out by GCU for the Company. In the event of a conflict between these Conditions and the terms of the Proposal, the terms of the Proposal shall prevail.

2. Term

GCU’s appointment will commence on the Commencement Date set out in the Proposal and shall continue for the Term set out in the Proposal or until the Contract is terminated by either party in accordance with Clause 12.

3. Services

With effect from the Commencement Date, GCU shall:

- a. use all reasonable endeavours to provide the Services for the Company in accordance with these Conditions and with all material aspects of the Proposal;
- b. use all reasonable endeavours to provide the Services in accordance with the timescales and milestones set out in the Proposal (if any).
- c. procure that the Services are provided by the Key Personnel (insofar as any are specified in the Proposal);
- d. if any of the Key Personnel (if any) are unable or unwilling to continue with the provision of the Services at any time, GCU will endeavour to appoint a substitute as appropriate. Failure to appoint any such substitute within a period of three months shall entitle either GCU or the Company to terminate the contract as provided in Clause 12; and
- e. use reasonable endeavours to observe the reasonable health and safety rules of the Company which have been notified to GCU, provided that GCU shall not be liable under this Contract if, as a result of doing so, it is in breach of any of its obligations under this Contract.

4. Company’s Responsibilities

The Company:

- a. recognises that the performance of the Services by GCU under the Contract is entirely conditional on the Company providing GCU with such information, facilities, technical support and other input as GCU may reasonably deem necessary for the proper performance of the Services, including but not limited to, those specified in the Proposal;

- b. agrees and undertakes to provide all necessary information, facilities, technical support and input as and when required by GCU, and at no cost to GCU;
- c. shall co-operate fully and promptly with GCU in all matters relating to the Services;
- d. shall provide for GCU and its agents, subcontractors, consultants and employees in a timely manner and at no cost to GCU, access to the Company’s premises, office accommodation, data and other facilities as are required by GCU in the provision of the Services;
- e. shall inform GCU of all health and safety rules that apply at any of the premises to which access is granted in accordance with clause 4(d) above;
- f. shall obtain and maintain any and all necessary licences and consents, and comply with all applicable legislation in relation to the Services, in all cases in advance of the commencement of the Services; and
- g. hereby indemnifies and holds GCU and its agents, subcontractors, consultants, employees and officers harmless for and against and all claims, actions, liabilities, damages, costs and expenses whatsoever incurred or arising from infringement of any third party rights as a result of direction by the Company to carry out the Services (including any direction set out in the Proposal).

5. Research Fees

The Company shall pay GCU for the Services in accordance with the Proposal. Where applicable, value added tax shall be payable in addition to any sums specified subject to the issue of a tax invoice by GCU. All invoices issued by GCU to the Company shall be payable within 30 days of their date.

6. Expenses

In addition to the payment of the Research Fees under clause 6, the Company shall reimburse GCU for all reasonable travelling and subsistence expenses incurred by GCU in carrying out the Services, including any expenses stated in the Proposal and also any that were not anticipated at the time of the Proposal, provided that GCU shall provide the Company with such receipt or other evidence of actual payment of such expense as the Company may reasonably require.

7. Payment Terms

Without prejudice to any other right or remedy that GCU may have, if the Company fails to pay within the 30 day period described in Clause 5(a) above, GCU may (at its sole option):

- a. charge interest on such sum from the due date for payment at the annual rate of five percent (5%) above the base lending rate from time to time of The Royal Bank of Scotland plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
- b. suspend the provision of all Services until payment (including interest) has been made in full.

8. Confidentiality

- a. During the Contract, GCU and the Company may exchange information which is of a secret or confidential nature, whether or not it is expressly marked as such (“**Confidential Information**”). To avoid any doubt, to be secret or confidential, such information shall not (i) already be known to the recipient or; (ii) have entered into the public domain either (A) at the time of disclosure to the recipient or (B) subsequently through no fault of the recipient.

- b. The recipient shall use all endeavours to keep Confidential Information confidential and to that end shall not, without specific prior written consent of the other party permit that information:
 - (i) to be disclosed except to those who may need to have such information in connection with the Services;
 - (ii) to be copied, other than as is reasonably required in the provision of the Services;
 - (iii) to be commercially exploited in any way, other than by way of GCU's provision of the Services under this Contract; or
 - (iv) to pass outside the receiving party's control unless required to do so by law or regulatory authority.
- c. To protect the confidentiality of GCU's clients and the Services, access to GCU's laboratories or work areas controlled by GCU shall not be given to any third party except by special arrangement with GCU.
- d. Except with GCU's express prior written consent, the Company shall not publish any reports, information or data which GCU may deliver to it during the course of the Contract, nor make known to third parties the contents thereof or the fact that GCU has undertaken the Services. Where the result of the Services is a product (whether in the form of a complete product, a component or sub-system, or software or otherwise) then once the product is launched, as determined by it being made available for sale or by it being publicised by the Company, GCU shall (with the permission of the Company, which shall not unreasonably be withheld or delayed) be at liberty to disclose its own role in the development of the product, to the extent that the security of the Company's Confidential Information is not thereby substantially prejudiced.

9. Intellectual Property Rights

- a. For the purposes of these Conditions "Intellectual Property" shall mean any and all intellectual property rights and forms of protection of any nature or effect anywhere in the world including, without being limited to, trade marks, trade names, service marks, logos, get up, design rights (registered and unregistered), copyrights and rights in the nature of copyright, database rights, know how, techniques, skills data, technical information, processes, improvements, computer programs, research, techniques, methods, trade secrets, inventions, rights in patentable inventions, utility models and petty patents, moral rights, domain name registrations, applications for any of the above whether existing now or at any time in the future and whether registered or registrable or otherwise, together with (i) the rights to all registrations, renewals or extensions thereof; and (ii) the right to make applications in respect of any such rights.
- b. The Company agrees that GCU: (i) has certain pre-existing and certain independently developed Intellectual Property which it may use in providing the Services ("Background IP"); and (ii) may develop new Intellectual Property relating specifically to the Services during the performance of the Services ("Project IP"). Both parties acknowledge that, as between the parties, GCU owns, and shall continue to own, both the Background IP and the Project IP, and that the Company shall not obtain any rights to either, other than as expressly set out in these Conditions.
- c. GCU hereby grants to the Company a non-exclusive, world-wide, royalty free licence to the Project IP and to the Background IP, in each case only insofar as is necessary to allow the Company to make reasonable use of the Services (including any deliverables) as envisaged by the Proposal.
- d. The parties acknowledge that the Company has certain pre-existing and certain independently developed Intellectual

Property ("Company IP") which it may allow GCU access to in order to allow it to provide the Services. Both parties acknowledge that, as between the parties, the Company owns, and shall continue to own, both the Company IP. The Company hereby grants to GCU a non-exclusive, world-wide, royalty free licence to the Company IP insofar as is necessary to allow GCU to provide the Services in accordance with this Contract.

10. No warranty

- a. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract. GCU shall perform the Services using its reasonable skill and care and all forecasts, recommendations and results contained in any report to the Company shall be submitted in good faith. However, in particular, no warranty is given by GCU: (i) in relation to the Services or the use(s) to which any results or deliverables produced in the course of the Services be put by the Company, or their fitness or suitability for any particular purpose or under any special conditions, notwithstanding that any such purpose or conditions may have been made known to GCU; or (ii) that the intended results or deliverables from the Services can be achieved; or (iii) that the Company can freely implement the foregoing without infringing any third party intellectual property rights and the Company will be deemed to have satisfied itself in this regard.
- b. GCU does not represent itself as a supplier of those services usually provided by lawyers, patent agents and insurance brokers or other professional advisors, and GCU respectfully recommends that the Company seeks advice from their own advisors where appropriate before implementing any of GCU's recommendations or advice.
- c. Subject to the provisions of Clause 10(d), the Company shall and hereby agrees to indemnify GCU in respect of any loss, liability or damage (including but not limited to liability for death or injury) that GCU may suffer directly or indirectly as a result of, or in connection with, the Services.
- d. It is agreed that any obligation of the Company to indemnify GCU as provided in Clause 10(c) shall not extend to any liability which may be incurred by GCU as a result of or in connection with the Services which arises from a negligent act or omission of GCU or its employees.
- e. Nothing in this Contract limits or excludes the liability of the parties: (i) for death or personal injury resulting from negligence; or (ii) for any damage or liability incurred as a result of fraud or fraudulent misrepresentation.
- f. Subject to clause 10(e), GCU's total liability in contract, delict or otherwise arising in connection with this Contract shall be limited to the total sum which has actually been received by GCU from the Company as payment of the Research Fees under this Agreement.

11. Risk and Insurance

Where either GCU or the Company provides the other with any equipment or other goods in the course of the Contract, the party provided with the equipment or goods (for the purposes of this clause the "Recipient") shall:

- a. hold the equipment or goods at its own risk and in its safe custody;
- b. operate that equipment, or use such goods in strict accordance with such reasonable instructions (particularly in regard to health and safety) as the party supplying the goods (the "Supplying Party") may make available;
- c. insure such equipment or such goods in respect of any insurable risk normally associated with the ownership or the use of such equipment or goods to the extent reasonably

required by the Supplying Party for the duration of the Recipient's use of such equipment or goods; and

- d. at the Supplying Party's request, shall provide evidence of appropriate insurance covering such risk.

12. Termination

- a. Either party shall be entitled forthwith to terminate this Contract by written notice to the other if the other party commits any material breach of any of the provisions of this Contract which is not capable of remedy or, if capable of remedy, fails to remedy the same within 30 days of a written notice giving full particulars of the breach and requiring it to be remedied.
- b. GCU shall be entitled to terminate this Contract by written notice with immediate effect to the Company if:
 - (i) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Company;
 - (ii) the Company makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - (iii) the Company goes into liquidation except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the Company under this Contract; or
 - (iv) the Company ceases, or threatens to cease to carry on business or undergoes insolvency proceedings of any nature.
- c. Either party shall be entitled to terminate this Contract if GCU fails to appoint a suitable alternative to the Key Personnel in terms of clause 3(c) within a period of three months.
- d. On termination for whatever reason:
 - (i) all sums payable to GCU under this Contract shall become due immediately on its termination or expiry, despite any other provision; and
 - (ii) each party shall deliver up to the other all documents, designs, drawings and materials of whatever nature in its possession belonging to the other.
- g. Termination or expiry of this Contract for whatever reason shall not affect the rights of either party against the other in respect of the period up to the date of termination or any rights or obligations which due to their nature are intended to survive termination.

13. Recruitment of Staff

During the year following completion of the Contract, the Company shall not directly or indirectly engage as an employee or independent consultant any of GCU's staff or consultants (including the Key Personnel) who have been engaged in the provision of the Services nor shall the Company encourage others so to do. If the Company so engages any such parties, it shall pay to GCU an amount equal to 6 months' salary/fees for the relevant person(s) and the Company agrees that the payment of such amount is fair and reasonable in recognising GCU's loss of such person(s).

14. General

- a. This Contract constitutes the entire agreement between GCU and the Company and supersedes all other discussions, negotiations and representations.

- b. Unless expressly authorised otherwise, neither party shall act for or on behalf of the other party, and shall not make any statements or representations that would bind the other party in any way.
- c. Each party shall: (i) comply with the obligations set out in the Bribery Act 2010; and (ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- d. The terms of this Contract shall not be varied unless agreed by authorised representatives of both the Company and GCU in writing.
- e. Nothing contained in this Contract shall be construed or have effect as constituting any relationship of employer and employee, agency or joint venture or partnership between the Company and GCU and/or any of the Key Personnel (if any).
- f. The Company shall not be entitled to assign this Contract to any person without the prior written agreement of GCU. GCU shall be entitled to assign or sub-contract its obligations under this Contract as it sees fit.
- g. The parties agree that the provisions of this Contract shall be severable. If any of its provisions hereof are held to be invalid, void or otherwise unenforceable the parties agree that the remaining provisions shall not be affected and shall remain enforceable.
- h. Neither party shall be liable for failure or delay in performing its obligations (other than the payment of sums due) as a result of circumstances outwith that party's reasonable control.
- i. This Contract is governed by and construed in accordance with Scots Law and the Company agrees to submit to the jurisdiction of the Scottish courts in relation thereto.