

Cranfield Innovative Manufacturing Ltd (CIM)
Conditions of Contract for Purchase of Consultancy, Professional and Technical Services

These Conditions may only be varied with the written agreement of CIM Ltd. No terms or conditions put forward at any time by the Contractor shall form any part of the Contract

1. DEFINITIONS

In these conditions:

'CIM' means Cranfield Innovative Manufacturing Ltd (CIM Ltd);

'Contractor' means the person firm or company to whom the Contract is issued;

'Project' means the Consultancy, Professional or Technical services to be provided as specified;

'Premises' means the location at CIM Ltd or such other location where the Project is to be performed;

'Contract' means the contract between CIM and the Contractor consisting of the Purchase Order, these Conditions and any other documents (or parts thereof) specified in the Purchase Order;

'Purchase Order' means the document setting out CIM's requirements for the Contract.

2. THE PROJECT

2.1 The Contractor shall complete the Project with reasonable skill, care and diligence in accordance with the Contract, and shall carry out his responsibilities in accordance with recognised professional and technical standards.

2.2 The Contractor shall provide CIM with such reports of his work on the Project at such intervals and in such form as CIM may from time to time require.

2.3 CIM reserves the right by notice to the Contractor to modify its requirements in relation to the Project and any alteration to the Contract fee or the completion date arising by reason of such modifications shall be agreed between the parties. Failing agreement in the matter shall be determined by arbitration in accordance with the provisions of Condition 12.

2.4 The Contractor shall comply with all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the work on the Project and/or the Premises.

3. CONTRACTOR'S PERSONNEL

3.1 The Contractor shall make available for the purposes of the Project any individuals named on the Purchase Order as key personnel. The Contractor shall provide CIM with a list of the names and addresses of all others regarded by the Contractor as key personnel and, if and when instructed by CIM, all other persons who may be at any time concerned with the Project or any part of it, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as CIM may reasonably require. CIM may at any time by notice to the Contractor designate any person concerned with the Project or any part of it as a key person. The Contractor shall not without prior written approval of CIM make any changes in the key personnel referred to in this paragraph.

3.2 The Contractor agrees that during the period of the Contract he will not enter into any agreement or relationship to render services as advisor or Contractor to any other individual or organisation that would conflict with those aspects of CIM's business to which this Contract relates.

3.3 The Contractor shall take steps reasonably required by CIM to prevent unauthorised persons being admitted to the Premises. If CIM gives the Contractor notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Project, the Contractor shall take all reasonable steps to comply with such notice.

3.4 The decision of CIM as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Project or as to the designation or approval of key personnel and as to whether the Contractor has furnished the information or taken the steps required of him by this Condition shall be final and conclusive.

3.5 The Contractor shall bear the cost of any notice, instruction or decision of CIM under this Condition.

4. FEES AND EXPENSES

4.1 CIM shall pay to the Contractor fees at the rate specified in the Purchase Order.

4.2 The Contractor shall be entitled to be reimbursed by CIM the amount of all expenses reasonably and properly incurred by him in the performance of his duties hereunder subject to production of such evidence thereof as CIM may reasonably require.

4.3 Unless otherwise stated in the Contract, payment will be made within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of CIM.

4.4 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

5. INTELLECTUAL PROPERTY

5.1 For the avoidance of doubt nothing in this Contract shall be construed as affecting the ownership of copyright and all other intellectual property in existence prior to the commencement of the Project or generated after commencement but outside the terms of the Contract.

5.2 All reports and other documents and materials and the copyright and all intellectual property arising out of the performance by the Contractor of his duties hereunder relating to the Project are hereby assigned to and shall vest in CIM absolutely.

5.3 The provisions of this Condition 5 shall apply during the continuance of this Contract and after its termination howsoever arising.

6. INDEMNITIES AND INSURANCE

6.1 The Contractor shall indemnify and keep indemnified CIM, its employees, servants and agents against all actions, claims, demands, costs and expenses incurred by or made against CIM, its servants or agents in respect of any loss or damage or personal injury (including death) which arises from any advice given or anything done or omitted to be done under this Contract.

6.2 The Contractor (if an individual) represents that he is regarded by both the Inland Revenue and the Department of Social Security as self-employed and accordingly shall indemnify CIM against any tax, national insurance contributions or similar tax for which CIM may be liable in respect of the Contractor by reason of this Contract.

6.3 The Contractor shall effect with an insurance company or companies acceptable to CIM a policy or policies of insurance covering all the matters which are the subject of the indemnities and undertakings on the part of the Contractor contained in this Contract in the sum of £1,000,000 in the aggregate unless otherwise agreed by CIM in writing.

6.4 If requested, a certificate evidencing the existence of such policies shall be provided by the Contractor to CIM.

7. CONFIDENTIALITY

7.1 The Contractor shall keep secret and not disclose and shall procure that his employees keep secret and do not disclose any information obtained by him from CIM by reason of this Contract except information which is in the public domain otherwise than by reason of a breach of this provision.

7.2 The provisions of this Condition 7 shall apply during the continuance of this Contract and after its termination.

8. TERMINATION

8.1 The Contractor shall notify CIM in writing immediately upon the occurrence of any of the following events:-

- (a) where the Contractor is an individual and if a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or
 - (b) where the Contractor is not an individual but is a firm; or a number of persons acting together in any capacity, if any event in (a) or (c) of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Contractor to be wound up as an unregistered company; or
 - (c) where the Contractor is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors or an administrative receiver, receiver or manager is appointed by a creditor or by the court or possession is taken of any of its property.
- 8.2 On the occurrence of any of the events described in paragraph 8.1, or if the Contractor shall have committed a material breach of this Contract and (if such breach is capable of remedy) shall have failed to remedy such breach within thirty days of being required by CIM in writing to do so, or where the Contractor is an individual, if he shall die or be adjudged incapable of managing his affairs CIM shall be entitled to terminate this Contract by notice to the Contractor with immediate effect.
- 8.3 In addition to his rights of termination under paragraph 8.2 CIM shall be entitled to terminate this Contract by giving to the Contractor not less than thirty days' notice to that effect.
- 8.4 In the event that CIM terminates the Contract, then CIM shall pay to the Contractor the sums due in respect of work performed by the Contractor up to the date of termination PROVIDED THAT such sums when added to the amount of any payments already made shall not exceed the agreed contract price.
- 8.5 Termination under paragraphs 8.2 or 8.3 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to CIM and shall not affect the continued operation of Conditions 5, 6 and 7.

9. FORCE MAJEURE

Neither party will be liable to the other for any delay in or failure to perform its obligations (other than payment of money) as a result of any cause beyond its reasonable control, including but not limited to an Act of God, decree of Government, riot, war, rebellion, civil unrest, sabotage or any industrial dispute. If such delay or failure continues for at least 30 days, either party shall be entitled to terminate the Contract by notice in writing.

10. ASSIGNMENT AND SUB-CONTRACTING

- 10.1 The Contractor shall not assign or sub-contract any portion of the Contract without the prior written consent of CIM. Sub-contracting any part of the Contract shall not relieve the Contractor of any obligation or duty attributable to him under the Contract or these conditions.
- 10.2 Where CIM has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Contractor to CIM immediately it is issued.

11. NOTICES

Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post, or by the recorded delivery service or transmitted by telex, telemessage, facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the Purchase Order, or to such other address as the party may by notice to the other have substituted therefor, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

12. ARBITRATION

Any dispute or differences between the parties to the Contract which cannot be amicably settled through negotiations shall be referred to a single arbitrator to be agreed upon between the parties with the consent of each of the parties but not otherwise. In the event of failure to agree upon a single arbitrator, the dispute shall be referred to the President for the time being of the Law Society of England and Wales. A dispute shall be deemed to have arisen when either party advised the other party in writing to that effect. Any reference to arbitration under this clause shall be deemed to be a reference to arbitration within the meaning of the Arbitration Act 1950 as modified by the Arbitration Act 1979 or any statutory modification or re-enactment thereof.

13. ENTIRE AGREEMENT, VARIATION, SEVERABILITY AND NON-WAIVER

- 13.1 This Contract represents the entire contract between CIM and the Contractor and shall supersede all representations, statements and understandings made prior to the date of this Contract other than those representations statements and understandings which have been expressly incorporated into this Contract.
- 13.2 No variation or modification shall have any effect unless made in writing and signed by a duly authorised representative of each party.
- 13.3 The headings of the terms and conditions are for convenience only and shall not affect their interpretation. If any part of the terms and conditions of this Contract shall be held as unenforceable to any extent, the remainder of the terms and conditions shall nevertheless remain in full force and effect.
- 13.4 Failure to terminate this Contract following a breach or other failure to comply shall not be deemed to be a waiver of a party's defences rights or causes of action arising from such or any future breach or non-compliance, nor shall it affect or impair its right to enforce such terms and conditions in any way.

14. RIGHTS OF THIRD PARTIES

None of the provisions of this Contract are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Contract.

15. GOVERNING LAW

These Conditions shall be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the jurisdiction of the English courts.