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| CONsultancy **AGREEMENT**  **(‘Agreement’)** |
| DATED 30th March 2023 (‘Agreement Date’) |
| *Between* |
| 1. [NAME]   *and* |
| 1. National Centre for Earth Observation (NCEO), represented by the University of Leicester |

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CONsultancy **AGREEMENT**

Between:

1. [NAME] Company No. [NUMBER]) of – [ADDRESS] (together the ‘Consultant’); and
2. National Centre for Earth Observation (‘NCEO’) represented by the University of Leicester of University Road, Leicester LE1 7RH (the ‘University’).
3. [ADD OTHER PARTIES AS NEEDED]

Each a ‘Party’ and together the ‘Parties’.

INTRODUCTION

1. The Consultant has certain skills and abilities in the field of EO data, commercial EO data providers, data access, cataloguing and licensing that NCEO and its staff at the University wishes to utilise.
2. The Consultant will provide the Services and the University will accept them on the terms of this Agreement and on behalf of NCEO.

Agreed Terms

# Interpretation and Defined Terms in this Agreement

In this Agreement, the terms set out below will have the following meanings: -

## **‘Arising IP’** means all (or any part) of the IP written, originated, conceived or made in the conduct of the Services by, or on behalf of, or jointly with the Consultant.

## **‘Background IP’** means any IP owned by either Party as at the Contract Start Date.

## **‘Business Day’** means any calendar day which is not a Saturday, Sunday or bank holiday in the United Kingdom.

## **‘Charges’** means any fees payable by the University to the Consultant under this Agreement as set out in **Annex 2** and all agreed expenses incurred by the Consultant in the provision of the Services for which the University is liable to repay the Consultant in accordance with **Annex 2.**

## **‘Contract Start Date’** means 30th of March 2023.

## **‘Contract Period’** means from 3 months from the Contract Start Date, i.e. 30th of June 2023.

## **‘Confidential Information’** means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, students, customers, clients, products, services, affairs and finances of the University and NCEO for the time being confidential to the University and NCEO and trade secrets including, without limitation, technical data and know-how relating to the business of the University and NCEO or any of its suppliers, students, customers, clients, agents, consultants or business contacts, including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with the Engagement, whether or not such information is marked confidential.

## **’Data Protection Laws**’ means all applicable laws and regulations relating to the processing of Personal Data and privacy including the Data Protection Act 2018, the General Data Protection Regulation 2016 (EU) 2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and the Electronic Communications Data Protection Directive (2002/58/EC), including any relevant replacement/subsequent European and/or UK legislation as may come into force from time to time and any successor legislation to the same, or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data, together with all codes of practice and other guidance on the foregoing issued by any relevant Data Protection Authority or regulatory body, all as amended from time to time;

## **‘Deliverables’** means the physical results of the Services.

## **‘Engagement'** means the engagement of the Consultant by the University on the terms of this Agreement.

## **‘Intellectual Property’** and **‘IP’** means all patents, registered designs, trademarks and service marks (whether registered or not), copyright, database rights, plant breeders rights, design right, know-how, information and all similar property including that subsisting (in any part of the world) in inventions, designs, performances, computer programs, semiconductor topographies, confidential information, business names, goodwill and the styles of presentation of goods or services and in applications for protection of them in any jurisdiction.

## **‘Services’** means the services to be provided to NCEO and hence to the University under this Agreement as described in **ANNEX 1**.

## **‘Substitute’** means a substitute employed by the Consultant under the terms of clause 3.

## **‘University and NCEO Property'** means all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the University or its students, customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant's use by the University during the Engagement and any data or documents (including copies) produced, maintained or stored by the Consultant on any computer system or other electronic equipment during the term of this Agreement.

## The headings in this Agreement are for ease of reference only and shall not affect its interpretation.

## References to ‘including’ in this Agreement in the context of a list or description of items shall be construed as meaning ‘including without limiting the generality of the foregoing’, such that the items following are merely examples of items which are included and/or items which are identified as being included for the avoidance of any doubt as to their inclusion, and such items are not descriptive of the class of items which may be included.

# Services

## The Consultant will provide the Services with effect from the Contract Start Date, 30th March 2023, for a period until 30th of June 2023 or until terminated under Clause 9.

## Nothing in this agreement shall prevent the Consultans from being engaged, concerned or having any financial interest in any capacity in any other business trade profession or occupation during the Engagement provided that the activity does not cause a breach of any of the Consultant’s obligations under this Agreement.

## The Consultant is expected to use the staff named in the Proposal for the EO Data Hub User Consultant Datastream in March 2023.

# Substitute

## The Consultant may, with the prior written approval of NCEO staff at the University, and subject to the following proviso, appoint suitably qualified and skilled Substitutes to perform the Services on his behalf, provided that the Substitutes shall be required to enter into direct undertakings with the NCEO and the University, including with regard to confidentiality. If the University and NCEO accepts the Substitutes, the Consultant shall continue to invoice the University and NCEO in accordance with clause 4 and shall be responsible for the remuneration of the Substitutes. For the avoidance of doubt, the Consultant will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the Substitutes.

# Payment

## Invoices shall be sent to the address detailed on the subsequent purchase orders.

## The Consultant should submit the first invoice on 31st March 2023 and may submit the final invoice by one month after the Contract Period according to the conditions stated in Annex 2.

## Where the Consultant submits an invoice to the University in accordance with clauses 4.1 and 4.2, the University will consider and verify the invoices in a timely fashion.

## The University shall pay the Consultant any sums due under such an invoice no later than a period of 30 days from the date on which the University has determined that the invoice is valid and undisputed. The University will also pay VAT at the prevailing rate, if applicable.

## Where the University fails to comply with clause 4.3 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 4.4 after a reasonable time has passed.

# Confidentiality

## The Consultant will not either during the Engagement or at any time thereafter use or disclose to any third party (and shall use his best endeavours to prevent any such publication or disclosure) any Confidential Information.

## The obligations in Clause 5.1 shall not apply or shall cease to apply to Confidential Information which:

### is in or comes into the public domain other than by reason of a breach of this Agreement; or

### is required to be disclosed by law or a court or other competent authority.

## Upon termination of this Agreement for whatever reason, or at any time during the Engagement at the written request of the University, the Consultant will deliver up to the University all University Property and to NCEO all NCEO Property.

# Publicity

## The Consultant will not use the name of the University, NCEO nor of any member of the University or NCEO’s staff, in any publicity, advertising or news release without the prior written approval of an authorised representative of the Director of NCEO at Leicester. Other than for reporting purposes, NCEO or the University will not use the name of the Consultant, nor any employee of the Consultant, in any publicity without the prior written approval of the Consultant. In publicity related to the EO Data Hub, the Consultant should also seek written approval for use of the names of the Partners in the EO Data Hub (named in Annex 1)

# Anti Corruption and Bribery Act

## Each Party:

### shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including, the Bribery Act 2010 and not engage in any activity, practice or conduct or knowingly allow anyone connected to it to do so which would constitute an offence under the Bribery Act 2010;

### warrants and represents (without limiting the generality of 7.1.1) to the other that it has not offered to give or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this Agreement or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement;

### shall ensure that any person who is performing services or providing goods in connection with this Agreement abides by the terms of this Agreement.

## Breach of this Clause shall be deemed a material breach of this Agreement allowing the non-defaulting party to terminate this Agreement immediately on notice.

# Intellectual Property

## In this Agreement, “Intellectual Property” shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, and applications for any of the above.

## All Background IP used in connection with the Services shall remain the property of the Party introducing it.

## “Results” shall mean all information, know-how, results, inventions, software and other Intellectual Property arising in the course of the Project. Subject to clause 8.4, each Party shall own the Results and hence IPR generated solely by its employees, students and/or agents arising from work on the Project.

## Any Results which are generated by two or more Parties jointly and for which it is impossible to segregate each Party's intellectual contribution to the creation of such Results shall be referred to in this Agreement as “Joint Results”. Joint Results shall be jointly owned by those Parties who have generated such Joint Results (the “Joint Owners”) in proportion to the respective contribution of each Party or shared equally if this cannot be agreed. The Joint Owners shall all participate in the preparation, filing, prosecution and maintenance of the Joint Results using patent counsel reasonably acceptable to all Joint Owners.

## The Consultant will promptly disclose to the University and NCEO any and all Background IP it uses in the provision of the Services and any and all Arising IP created as a result of this Agreement.

## The Party applying for patent or other IP protection for any Arising IP will pay all costs associated with the application. The Parties will cooperate with each other in executing such documents as may be reasonably required in the prosecution of such application(s) and to ensure that such application(s) will cover, to each Party’s reasonable knowledge, all items of commercial interest and importance.

## The Consultant hereby assigns with full title guarantee to the University and NCEO all right, title and interest it has (both existing and future) in any and all Deliverables which it supplies to the University and NCEO and which it is intended will be retained by the University and NCEO.

## The Consultant irrevocably and unconditionally waives and shall procure the irrevocable and unconditional waiver in favour of the University of any and all moral rights conferred by Part I of the Copyright Designs and Patents Act 1988 or any similar rights anywhere in the world in relation to any Deliverable.

## The Consultant shall at the request of the University and NCEO and at the entire cost of the University and NCEO:

### execute any further documents and/or deeds and do any such things as the University and NCEO may require to enable the University and NCEO to secure the delivery of information and the benefit of the rights assigned or held in trust in accordance with this clause 8; and/or

### take such action as the University and NCEO may reasonably require to assist the University and NCEO in bringing or defending any proceedings relating to the Background IP licensed to it pursuant to this Agreement and any Arising IP.

# Term and Termination

## This Agreement will continue until the end of the Contract Period unless terminated in accordance with this Clause 9 or by the University and NCEO giving written notice under Clause 9.2 or by mutual written agreement of the Parties under Clause 9.3.

## The University and NCEO may terminate this Agreement if written notice to the Consultant is given, specifying the date from which termination shall be effective. In such event the University and NCEO shall make reasonable payment to the Consultant for all work performed prior to the date of termination and any approved additional costs necessarily incurred by the Consultant as a direct result of such termination.

## Either Party may terminate this Agreement forthwith if the other Party commits a material breach of this Agreement which has not been remedied after 28 days written notice of the breach (such notice expressly referring to possible termination of this Agreement).

## The University and NCEO may terminate this Agreement forthwith if the Consultant is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984.

## Subject to Clause 9.6 below, termination of the Agreement by either Party for any reason shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination of this Agreement. Those clauses of this Agreement which are expressly or impliedly intended to continue after termination shall continue in effect after termination.

## The obligations of the Parties under this Agreement impose no further obligation on either Party:

### to prescribe, provide favourable status for, or otherwise support the other Party’s or a third party’s products or services; or

### to supply services or to provide anything other than that which is set out in this Agreement.

# Independent Consultant

## Neither Party is authorised or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

## The relationship of the Consultant to the University and NCEO will be that of an independent contractor and nothing in this Agreement shall render him an employee worker agent or partner of the University and NCEO, and the Consultant shall not hold himself out as such.

## This Agreement constitutes a contract for the provision of services and is not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the University for and in respect of:

### Any income tax, national insurance or social security contributions and any other liability deduction contribution assessment or claim arising from or made in connection with the performance of the Services. The Consultant shall further indemnify the University against all reasonable costs expenses and any penalty fine or interest incurred or payable by the Consultant in connection with or in consequence of any such liability deduction contribution assessment or claim, other than where the latter arise out of the University's negligence or wilful default.

### Any liability arising from any employment related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Substitute against the University arising out of or in connection with the provision of the Services.

## The University and NCEO may at its discretion satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

# Consultant’s obligations

## The Consultant shall:

### deliver the Services with the care, skill and diligence required in accordance with best practice in the Consultant’s industry, profession or trade, using all reasonable endeavours to ensure the accuracy of the work performed and any information and results given;

### comply with all applicable laws, statutes and regulations;

### properly give to NCEO and the University all such information and reports as it may reasonably require in connection with the provision of the Services;

### notify NCEO and the University as soon as is reasonably practicable if the Consultant is unable to provide the Services due to illness or injury. For the avoidance of doubt, the charges shall not be payable in respect of any period during which the Services are not provided;

### comply with all reasonable standards of health and safety and comply with the University’s and NCEO’s health and safety procedures from time to time in force at the premises where the Services are provided and report to the University any unsafe working conditions or practices;

### comply with the University’s and NCEO’s policies on social media/use of information and communication systems/anti-harassment and bullying/etc.

## The Consultant shall have personal liability for and shall indemnify the University and NCEO for any loss/ liability /cost (including reasonable legal costs) damages or expenses arising from any breach by the Consultant or any Substitutes of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Services and undertakes that he will:

### take out and maintain professional indemnity/public liability insurance with a reputable insurance company, providing a minimum cover of £1,000,000

### maintain Professional Indemnity insurance cover for the Services for the duration of this Agreement and for a period of six (6) years after completion of the Services;

### supply the University and NCEO with copies of current certificates of insurance for the duration of the Agreement;

### notify the insurers of the University’s and NCEO’s interest and cause the interest to be noticed on the relevant insurance policies; and

### comply with all terms and conditions of the relevant insurance policies at all times and notify the University and NCEO without delay if he becomes aware of any reason why the cover under the relevant insurance policies may lapse or not be renewed or be changed in any material manner.

# Data Protection

## The Consultant consents to:

### The University and NCEO holding and processing personal data (as defined in the Data Protection Laws) relating to him for legal, personnel, administrative and management purposes;

### the University and NCEO making such personal data available to regulatory authorities as required under the Data Protection Laws; and

### the transfer of such information to the University’s and NCEO’s business contacts outside the European Economic Area in order to further the commercial interests of the University, provided always that the transfer is permitted under the Data Protection Laws.

# Criminal Finances Act

## The Consultant shall have in place processes, procedures, checks and balances in order to ensure it is able to comply with the requirements of the CFA. The Consultant shall:

### Not engage in any activity, practice or conduct which would constitute either:

#### A UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

#### a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;

### maintain in place throughout the term of this agreement such procedures as are reasonable to prevent the facilitation of tax evasion by a Substitute; and

### promptly report to the University any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this agreement.

## The Consultant shall cooperate with the University in full with regards to any audits it may reasonably undertake in order to examine the processes and practices of the Consultant in the context of the requirements of the Criminal Finances Act 2017.

## Breach of this Clause 13 shall be deemed a material breach of this Agreement allowing the University to terminate this Agreement immediately on notice.

# Force Majeure

## For the purposes of this Agreement, Force Majeure Event means an event beyond the reasonable control of the party which is affected by it including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

## Any failure or delay by either Party in the performance of its obligations pursuant to this Agreement which is due to a Force Majeure Event will not be deemed a default of this Agreement or a ground for termination. If a force majeure event affecting the Consultant continues for more than 30 days, the University shall have the right to terminate this Agreement immediately upon written notice to the Consultant.

# Third Party Rights

## The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.

# Entire Agreement

## Each Party acknowledges that this Agreement contains the whole agreement between the Parties in respect of its subject matter and supersedes all prior arrangements, agreements, promises, statements, representations, assurances, warranties and understandings between them relating to the subject matter.

# Assignment

## This Agreement shall not be assigned by either Party without the prior written consent of the other.

# Severability

## If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

# Variation

## Any variation to this Agreement (and/or the Services) shall be in writing and signed by the parties (or their authorised signatories).

# Waiver

## No failure, delay, relaxation or indulgence on the part of either Party in exercising or partial exercise of any right hereunder shall operate as a waiver of such rights.

# Notices

## Any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, Special Delivery post or by email addressed to the recipient at the address below (or another person which the recipient has notified in writing to the sender in accordance with this Clause 21.1, to be received by the sender not less than seven days before the notice is despatched).

### For the University and NCEO – to Executive Director of NCEO, Prof. John Remedios, National Centre for Earth Observation, Space Park Leicester, Corporation Road, Leicester, LE4 5SP, or email [John.Remedios@NCEO.ac.uk](mailto:John.Remedios@NCEO.ac.uk), and to Svetlana Zolotikova, International Projects Officer, National Centre for Earth Observation, Space Park Leicester, Corporation Road, Leicester, LE4 5SP or email [Svetlana.Zolotikova@nceo.ac.uk](mailto:Svetlana.Zolotikova@nceo.ac.uk)

### For the Consultant – to [NAME], [POSITION], [ADDRESS] or email [EMAIL].

## The notice, demand or communication will be deemed to have been duly served:

### if delivered by hand, at the time of delivery;

### if delivered by Special Delivery post, 48 hours after being posted (excluding days other than business days in England).

### If delivered by email, at the time of transmission unless sent outside normal business working hours, in which case, on the next following business day provided that a confirmatory copy is sent by Special Delivery post or by hand by the end of the next business day.

## The contacts for academic issues and day to day management of the Services will be: -

### For the University and EO Data Hub Data streams oversight: - Executive Director of NCEO, Prof. John Remedios; email [John.Remedios@NCEO.ac.uk](mailto:John.Remedios@NCEO.ac.uk).

### For the EO Data Hub and NCEO Data Services: Philip Kershaw, STFC RAL Space; email [philip.kershaw@stfc.ac.uk](mailto:philip.kershaw@stfc.ac.uk)

### For the EO Data Hub User Engagement Team: Emma Hatton, Satellite Applications Catapult; email [Emma.Hatton@sa.catapult.org.uk](mailto:Emma.Hatton@sa.catapult.org.uk)

### For the Consultant: - to [NAME] of [POSITION], [COMPANY]; [EMAIL]

# Disputes

## All disputes will initially be referred by either Party to a representative of each Party responsible for the overall performance of this Agreement, who will meet as soon as reasonably practicable to discuss the dispute.

## Any dispute arising out of this Agreement which the Parties are unable to resolve within five Business days, 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 Deputy President of the Chartered Institute of Arbitrators.

# Governing Law

## This Agreement and any dispute or claim arising out of it is governed by the law of England and Wales and subject to Clause 21.1 the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Signed** | [SIGNATURE] |  | **Signed** | [SIGNATURE] |
| *for the Consultant* | |  | *Authorised Signature for and on behalf of the University of Leicester* | |
| **Name:** | [NAME] |  | **Name:** | [NAME] |
|  |  |  |  |  |
| **Position:** | [POSITION] |  | **Position:** | [POSITION] |
|  |  |  |  |  |
| **Dated:** | [DATE] |  | **Dated:** | [DATE] |

|  |  |
| --- | --- |
| **Signed** | [SIGNATURE] |
| *Authorised Signature for and on behalf of the National Centre for Earth Observation* | |
| **Name:** | John Remedios |
|  |  |
| **Position:** | Director of NCEO |
|  |  |
| **Dated:** | [DATE] |

Annex 1

**The Services**

**Objective**: The purpose of the work is to engage with commercial data providers and data streams to support the initial work on data streams for the EO Data Hub (EODH) and to support management of the data aspects of user pilot projects. The end outcome will be an initial, structured analysis of commercial data provision, guided by criteria for key relationships and success factors alongside needs expressed by the pilots. There are three main objectives:

1. To conduct a critical appraisal of available commercial EO providers, examining the ways in which the EODH can access their data sets, order data acquisitions, and work with APIs and catalogues.
2. To identify key providers and success factors, including analyses of optimal set-ups for researchers, industry and government (and their combinations)
3. To work with and support management of EODH user pilot projects, with a remit of understanding their data needs, providing advice on implementation with iteration, and consolidating their data requirements.

For the EO Data Hub, the Project Technical Lead is Philip Kershaw, Head of CEDA@ STF RAL Space and Head of NCEO Data Services, and the Investment Lead is Professor John Remedios, Executive Director of NCEO and U. Leicester (NCEO-Leicester).

The Partners in the EO Data Hub are: NCEO including STFC RAL Space; Satellite Applications Catapult, National Physical Laboratory, the Met Office and UK Space Agency.

|  |  |
| --- | --- |
| Item |  |
| Title of Project | EO Data Hub |
| The Consultant’s Organisation | [NAME] |
| The Lead Consultant | [NAME] |
| Address of Consultant’s Organisation | [ADDRESS] |
| Lead Consultants contact email | [CONTACT] |
| Other Consultants 1 (if relevant) | [NAME] |
| Other Consultants contact name and email | [CONTACT] |
| Total funds required (including VAT) | [MONIES] |
| Project area/areas | Data Streams |
| Start date | 30/3/2023 |
| End date | 30/6/2023 |

**Project tasks and deliverables**

|  |  |  |
| --- | --- | --- |
| Task /Deliverable | Description | Date |
| Task 1 | **Prepare the EO Data Hub Data Streams Documents** |  |
| D1 | Signature of the contract and agreed working delivery | By 31/03/2023 |
| D2 | Initial tabulation of commercial sources of EO data | 31/03/2023 |
| D3 | Initial assessment of available commercial EO data stream | 30/04/2023 |
| D4 | Interim report on EO Data Hub considerations for commercial EO data streams and likely success criteria. | 31/05/2023 |
| D5 | Final report on EO Data Hub and operation with commercial EO data streams, accounting for Geospatial Commission data pilot project. | 23/06/2023 |
| D6 | Consolidated report on EO data stream usage from the user pilot projects. | 15/06/2023 |

**Annex 2**

**Financial Information**

**Milestone Payment Plan (on approval of deliverables)**

|  |  |  |  |
| --- | --- | --- | --- |
| Milestone | Deliverable | Date | Payment (% of total) |
| M1 | Signature of Contract (Advance Payment) | Date of contract | 25% |
| M2 | D2 Initial Tabulation | 31/03/2023 | 25% |
| M3 | D3 Initial Assessment; D4 Interim report; D5 Final report including Geospatial Commission pilot; D6 Consolidated data report – user pilot projects | 23/06/2023 | 50% |

M1 and M2 should be invoiced together at 31/03/2023

M3 should be invoiced no more than 1 month after the End of Contract.

**Charges**

Fee: **Total: GBP [£XXXX]**

The Fee paid will be subject to the maximum funding available of [£XXX] at a daily rate of

|  |  |
| --- | --- |
| Consultant staff | Daily/hourly rate (please delete as applicable) |
| Person 1 | £[Y] |
| Person 2 | £[Z] |
|  |  |
|  |  |

Any expenses will normally be included within the Fee/daily rate. If expenses are to be charged on top of the Fee/daily rate, then these should be in line with the University’s policy (advised separately) and added to the relevant invoice.

All costs exclude applicable VAT.