

Dated **XXXXXXXX**

(1) THE LEGAL SERVICES BOARD

(2) **XXXXXXXXXX**

RESEARCH AGREEMENT

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THIS AGREEMENT is made on **XXXXXXXX**

BETWEEN:

- (1) **THE LEGAL SERVICES BOARD** a statutory body established under the **Legal Services Act 2007** whose head office is at **3rd Floor**, One Kemble Street, London, WC2B 4AN ("**the LSB**");
- (2) **XXXXXXXX**, a company incorporated in England and Wales (company number **XXXXXXXX**) whose registered office is at **XXXXXXXXXXXX**. (the "**Researcher**").

WHEREAS

- (A) The LSB wishes to undertake the Project in order to improve the understanding of the LSB of **XXXXXXXX**. The research will be used to assist the development of the LSB's policy (in particular **XXXXXXXXXX**);
- (B) The Researcher is an expert provider of market research services and has been selected by the LSB on the basis of its expertise to perform the Research Services; and
- (C) The LSB and the Researcher have agreed that the Researcher will provide the Research Services to the LSB in accordance with this Agreement.

IT IS AGREED as follows:

1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

Business Day a day (other than a Saturday or Sunday) when clearing banks are open for business in the City of London;

Confidential Information all information and materials (whether oral, written or in any medium whatsoever) which are marked confidential or which are by their nature clearly confidential, and are obtained under or in connection with this Agreement, other than:

- any information which is already in the public domain or subsequently enters the public domain otherwise than as a result of a breach of this Agreement;
- any information which was rightfully in the possession of a party prior to its disclosure by the other party and acquired from sources other than the other party;
- any information obtained from a third party who is free to divulge such information; or
- any information developed independently of, and without reliance on, the Confidential Information, as demonstrated from written records.

Intellectual Property Rights

all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business names and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, and renewals or extensions of, and rights to claim priority from, such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.;

Key Personnel

any member of the personnel of either party (as the case may be) who was at any time during the Restricted Period employed in an executive or

senior managerial capacity and who was involved in the Research Services to a material extent, and with whom the personnel of the other party had dealings during the Restricted Period. For the avoidance of doubt, the members of the Project Team are Key Personnel of the Researcher, and the Representative is a Key Personnel of the LSB;

Know-How

inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, (whether written, unwritten or in any other form);

Milestones

the performance milestones more particularly described in Schedule 2 (and "**First Milestone**" and "**Second Milestone**" shall be construed accordingly);

Price

the sum set out in Part A of Schedule 3;

Project

the LSB's research project, as more particularly described in Schedule 1;

Project Materials

any and all materials developed, written or prepared by the Researcher or its personnel in relation to the Research Services (whether individually, collectively or jointly with the LSB and on whatever media) including, without limitation, the Project Report and any and all other reports, studies, data, diagrams, test plans, charts, specifications, models, spreadsheets, formulae and all drafts thereof and working papers relating thereto (and including a sufficient written explanation of any calculation or financial or engineering model or formula (and its underlying assumptions and structure) to allow the LSB to verify, validate and update it) but excluding ordinary correspondence passing between the Researcher and the LSB;

Project Report	the report prepared by the Researcher which defines the parameters of the research carried out by the Researcher in relation to the Project, and confirms the findings and conclusions of the Researcher in relation to the same;
Project Team	the individuals identified in Schedule 4 (or their approved replacements or substitutes from time to time) with responsibility for carrying out the Research Services, and including the Project Team Leader;
Project Team Leader	the senior member of the Project Team identified in Schedule 4 (or their approved substitute or replacement from time to time);
Representative	the LSB's representative identified in paragraph 2 of Schedule 5 (or their substitute or replacement from time to time);
Research Services	the research services to be provided by the Researcher under this Agreement in respect of the Project, as more particularly described in Schedule 1 and such other services incidental thereto as the LSB may reasonably require from time to time during the Term;
Restricted Period	the period comprising the Term and <i>6 months</i> immediately following the expiry or termination of this Agreement;
Term	the term of this Agreement;
VAT	Value Added Tax.

1.2 References to a clause or schedule are to a clause of, and schedule to, this Agreement. Headings used in this Agreement are for convenience only and shall not affect its meaning.

- 1.3** Words denoting any gender shall include all genders. The singular shall include the plural (and vice versa).
- 1.4** Unless otherwise specified or the context otherwise requires, references in this Agreement to any person's "**personnel**" shall include its directors, employees, agents, contractors, sub-contractors and partners and in the case of the Researcher shall also include the members of the Project Team.
- 1.5** References to a "**party**" or "**parties**" are to a party or parties to this Agreement.
- 1.6** Any reference in this Agreement to any statute or statutory provisions shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision (including all instruments, orders or regulations made thereunder or deriving validity therefrom) as in force at the date hereof, and as subsequently re-enacted or consolidated.
- 1.7** If there is any ambiguity or inconsistency between the clauses of this Agreement and the provisions of the Schedules, then the clauses of this Agreement shall prevail.

2. Engagement

The LSB hereby agrees to engage the Researcher and the Researcher hereby agrees to provide the Research Services to the LSB.

3. The Researcher's obligations and warranties

- 3.1** The Researcher shall perform the Research Services in accordance with the terms and conditions of this Agreement. Subject always to the provisions of clauses 4.1 and 4.2, nothing in this Agreement shall operate so as to prevent the Researcher from providing the same or similar services as the Research Services to any third party.
- 3.2** While the Researcher's method of work is its own, the Researcher shall use its reasonable endeavours to comply with the reasonable requests of the LSB from time to time.
- 3.3** Notwithstanding clauses 3.1 and 3.2, the Researcher acknowledges and agrees that time shall be of the essence in the performance of this Agreement, both in relation to the achievement of the Milestones by the achievement dates set out in Schedule 2, and in relation to the achievement of any other timescales or deadlines agreed between the parties from time to time. The achievement of timescales is to be

monitored in accordance with the procedures set out in Schedule 5. If the Researcher fails to achieve agreed timescales in respect of any material deliverable the LSB may terminate this Agreement and/or refuse to make payment, and shall be entitled to be repaid all sums already paid by it to the Researcher.

3.4 The Researcher warrants that:

3.4.1 (unless otherwise agreed in advance and in writing by the LSB) all members of the Project Team are employees of the Researcher and have the necessary skills, experience and expertise to provide the Research Services in accordance with this Agreement;

3.4.2 the Project Materials will be original works of authorship and the LSB's use or possession of the Project Materials will not subject the LSB to any claim for infringement of any proprietary rights (including rights in Confidential Information, moral rights or any Intellectual Property Rights) of any third party;

3.4.3 the Project Materials will not contain any material which is defamatory, maliciously false, or in breach of any applicable laws, rules, regulations or codes of conduct;

3.4.4 it will use all reasonable endeavours to ensure that, so far as reasonably possible, the Project Materials are true, fair, accurate and balanced; and

3.4.5 the Research Services will be provided in a professional manner in accordance with all applicable laws, rules, regulations and codes of conduct and will conform to the standards generally observed in the industry for similar services and will be provided with reasonable skill and care.

3.5 The Researcher shall indemnify the LSB and its personnel and keep the LSB and its personnel fully and effectively indemnified on demand against any and all losses, claims, damages, costs, (including, without limitation, costs in respect of the wasted time of the LSB's personnel), charges, expenses (including, without limitation, legal fees), liability, demands, proceedings and actions which the LSB or its personnel may sustain or incur or which may be brought or established against the LSB or its personnel by any person and which in any case arises out of or in relation to, or by reason of the breach of, any of the warranties contained in clause 3.4, provided that the LSB will take all reasonable steps to mitigate and reduce its loss and the

Researcher shall not be liable for any matter caused by the negligence or the wilful default of the LSB.

- 3.6** The Researcher shall comply with the project management obligations set out in Schedule 5.
- 3.7** The Researcher undertakes to the LSB that it shall not (without the prior written consent of the LSB) directly or indirectly at any time during the Restricted Period solicit away from the LSB (or endeavour to solicit away from the LSB), or employ or engage (or endeavour to employ or engage) any Key Personnel of the LSB, provided that any general advertising not specifically targeted at the Key Personnel of the LSB (and the subsequent employment of any Key Personnel of the LSB) shall not be deemed a breach of this clause 3.7.
- 3.8** The Researcher shall at its own cost and expense, effect and maintain in full force and effect during the Term policies of insurance providing a level of cover of at least £1 million and in any event sufficient to ensure that the Researcher is able to make good to the LSB any loss it causes. The Researcher shall produce to the LSB, on request, satisfactory evidence of the existence and renewal of such insurance policies, including evidence that the premiums relating thereto have been paid in full.
- 3.9** The Researcher undertakes to the LSB that it is at all times compliant with the provisions of the Bribery Act 2010 in that it has neither offered nor provided any inducement, of a financial or other nature, to any LSB personnel for any reason.

4. Project Team

- 4.1** The Researcher shall procure that the Research Services are carried out primarily by the Project Team, and that each member of the Project Team shall throughout the Term devote such of his time, ability and attention to the provision of the Research Services to the LSB as the LSB reasonably deems sufficient to fulfil the objectives of the Project, during normal office hours (and at such other times as may be reasonably required for the proper performance of the Research Services in accordance with the terms and conditions of this Agreement, including, without limitation, the achievement of the Milestones by the dates specified in Schedule 1).
- 4.2** The Researcher shall also procure that during the Term the members of the Project Team will not undertake any activities or accept other engagements which may

materially interfere with or detract from the provision to the LSB of the Research Services, or which might harm or prejudice the LSB's interests.

4.3 The Researcher shall not remove or substitute any members of the Project Team without the LSB's prior consent other than in the event of the death, personal injury, incapacity or cessation of employment of the relevant member of the Project Team.

4.4 The LSB shall have the right:

4.4.1 (in its reasonable discretion) to require at any time that the Project Team Leader or any other member of the Project Team be removed and substituted by another person appointed in accordance with clause 4.5 for any reason whatsoever, save for reason of discrimination contrary to Equality Act 2010, or any other applicable anti-discrimination legislation; and

4.4.2 (in its absolute discretion) to require at any time that the Project Team Leader or any other member of the Project Team be removed and substituted by another person appointed in accordance with clause 4.5 where such Project Team Leader (or other member of the Project Team):

(a) is not performing the Research Services in full compliance with the terms and conditions of this Agreement;

(b) is or is deemed to be guilty of serious misconduct or negligence;

(c) has been prevented by illness, personal injury or incapacity from providing the Research Services in accordance with the terms and conditions of this Agreement for a period of *15 Business Days* in any period of *12 calendar months*; or

(d) is acting in a manner which is detrimental to the LSB's interests.

4.5 The LSB shall have the right to:

4.5.1 review the curriculum vitae of and/or interview any proposed replacement for any member of the Project Team prior to his appointment; and

4.5.2 approve or veto, in its reasonable discretion, the appointment of any proposed replacement for any member of the Project Team prior to his appointment.

4.6 Nothing in this Agreement shall render or be deemed to render any member of the Project Team an employee, agent or partner of the LSB. The Researcher undertakes that they will not hold themselves out as such and will procure that the Project Team, as well as any of the Researcher's other employees, consultants, agents, sub-contractors and partners do not do so either.

5. The LSB's obligations

5.1 The LSB shall:

5.1.1 pay the Researcher all monies due to it in accordance with clause 7; and

5.1.2 ensure that its personnel provide reasonable co-operation with the Researcher and its personnel in relation to the provision of the Research Services.

5.2 The LSB shall also comply with the project management obligations set out in Schedule 5.

5.3 The LSB undertakes to the Researcher that it shall not (without the prior written consent of the Researcher) directly or indirectly at any time during the Restricted Period solicit away from the Researcher (or endeavour to solicit away from the Researcher), or employ or engage (or endeavour to employ or engage) any Key Personnel of the Researcher, provided that any general advertising not specifically targeted at the Key Personnel of the Researcher (and the subsequent employment of any Key Personnel of the Researcher) shall not be deemed a breach of this clause 5.3.

6. Ownership of Project Materials

6.1 The LSB shall be entitled to all Intellectual Property Rights in the Project Materials which Intellectual Property Rights the Researcher hereby assigns with full title guarantee to the LSB.

6.2 At the LSB's request and expense, the Researcher shall do all things and sign all documents or instruments reasonably necessary in the opinion of the LSB to enable the LSB to obtain, defend and enforce its rights in the Project Materials.

6.3 Upon request by the LSB from time to time during the Term, and in any event upon the expiry or termination of this Agreement, the Researcher shall at its expense

promptly deliver to the LSB all copies of the Project Materials then in the Researcher's custody, control or possession, except that the Researcher may retain copies of its work product as a record of its professional activities and subject to the continuing obligations of confidentiality and non-use set out in this Agreement.

6.4 For the avoidance of doubt, if the Researcher is permitted by the LSB to engage a sub-contractor (or any person who is not an employee of the Researcher) to perform all (or any part) of the Research Services, the Researcher shall procure that:

6.4.1 all Intellectual Property Rights in all materials developed, written or prepared by the sub-contractor or its personnel shall be automatically assigned with full title guarantee to the LSB, and

6.4.2 the sub-contractor and its personnel shall (at the sub-contractor's own cost and expense) do all things and sign all documents or instruments reasonably necessary in the opinion of the LSB to enable the LSB to obtain, defend and enforce its rights in the materials developed, written or prepared by the sub-contractor.

6.5 The obligations at clauses 6.2 and 6.4.2 above shall include providing or procuring the provision of a waiver of moral rights.

7. The Price

7.1 The LSB shall pay the Price for the Research Services.

7.2 The Price is a fixed price and the LSB shall have no liability either to pay any further fees, charges or costs to the Researcher, or to reimburse any expenses incurred by the Researcher or its personnel in connection with the Research Services (including, without limitation, any and all travelling and subsistence expenses incurred by the Researcher's personnel) except as otherwise set out in Part A of Schedule 3.

7.3 The Researcher shall invoice the LSB for the Price in accordance with the payment provisions set out in Part B of Schedule 3, and such invoices shall be paid by the LSB within 14 days of receipt of the Researcher's properly rendered VAT invoice. If the LSB fails to pay any amount payable by it under this Agreement on or before the due date for payment, it shall on demand by the Researcher pay interest on the overdue amount from the due date up to the date of actual payment, after as well as before judgment, at the rate of 2% per annum above the base rate from time to time of National Westminster Bank PLC (or any successor organisation thereto).

- 7.4** The Price is exclusive of VAT which shall be paid by the LSB at the rate and in the manner for the time being prescribed by law.
- 7.5** The Researcher shall be responsible for all income tax liabilities and Employee's National Insurance in respect of the Project Team and the Researcher hereby agrees to indemnify and keep indemnified the LSB against all claims which may be made by the relevant authorities against the LSB in respect of income tax penalties and interest relating to the procurement by the Researcher of the provision of the Research Services by the Project Team, including (without limitation all costs and legal expenses incurred by the LSB as a result of any claims).
- 7.6** The Researcher also agrees to pay to the LSB within 30 days of a written demand from the LSB an amount equal to any Employee's National Insurance Contributions required to be made by the LSB at any time in respect of the procurement by the Researcher of the provision by the Project Team of the Research Services.
- 7.7** The Researcher also acknowledges that the LSB will not be operating PAYE or making or deducting any National Insurance contributions in respect of the provision of the Research Services.
- 7.8** For the avoidance of doubt, any and all estimates given by the LSB at any time (whether before the date hereof or during the Term) in relation to the date of completion of the Research Services shall not be binding, and (if such dates are exceeded) shall not entitle the Researcher to any further payment of fees or charges or reimbursement of costs and expenses, howsoever arising (except where the date of completion changes because of a materially increased scope of services requested by the LSB , in which case the parties shall agree in writing on any adjustment of the fees or charges, or reimbursement of costs and expenses, before proceeding with any such changed scope of services).

8. Liability

- 8.1** Nothing in this clause 8 shall exclude either party's liability to the other in respect of any matters which cannot by statute or otherwise by law be excluded (including the exclusion of liability for death, personal injury or fraudulent mis-statement).
- 8.2** Subject to clauses 8.1, 8.4 and 8.5, the Researcher's aggregate liability to the LSB arising out of or in connection with this Agreement (whether in respect of negligence, breach of contract, misrepresentation, breach of statutory duty or otherwise) shall not exceed a sum equal to a multiple of four times the Price.

- 8.3** Subject to clauses 8.1 and 8.4, the LSB's aggregate liability to the Researcher arising out of or in connection with this Agreement (whether in respect of negligence, breach of contract, misrepresentation, breach of statutory duty or otherwise) shall not exceed a sum equal to a multiple of two times the Price.
- 8.4** Subject to clauses 8.1 and 8.5, neither party shall be liable to the other for any loss of profits or goodwill or for any loss which is indirect, consequential, incidental, special or punitive.
- 8.5** Nothing in this clause 8 shall operate to exclude or limit the Researcher's liability to indemnify the LSB and/or its personnel pursuant to clause 3.5.

9. Confidential Information

- 9.1** The Researcher shall treat in confidence the LSB's Confidential Information and shall procure that its personnel do the same. For the avoidance of doubt, the Project Materials and all Know-How relating to the Research Services and created or developed by the Researcher or the Researcher's personnel in connection with the Research Services shall be deemed Confidential Information of the LSB.
- 9.2** The Researcher further agrees, not to use the LSB's Confidential Information (other than to the extent required for the proper performance of this Agreement) or to disclose the LSB's Confidential Information to any other person or entity except:
- 9.2.1** to its own personnel under conditions of confidentiality, and then only to the extent required for the proper performance of this Agreement;
 - 9.2.2** in the event that information that is of a price sensitive nature (ie relates to the present operations or future plans of a quoted company) is disclosed to the Researcher by the LSB, unless there has been prior agreement that such information may be shared, it will immediately be returned to the LSB. Furthermore, the Researcher will give an undertaking that no copies or details of the said information have been taken or retained; or

For the avoidance of doubt, the Researcher shall not be entitled to disclose any information relating to the Research Services (including, without limitation, any copy of all or any part of the Project Materials) as part of a consultation exercise, or any similar procedure, without the prior written consent of the Representative.

9.3 Upon termination of this Agreement, the Researcher shall ensure that all Confidential Information belonging to the LSB in whatever medium the same is recorded or held is returned, deleted or destroyed according to the written instructions of the LSB, except that the Researcher may retain copies of its work product as a record of its professional activities and subject to the continuing obligations of confidentiality and non-use set out in this Agreement.

9.4 No announcement or publicity concerning this Agreement or the Research Services or any ancillary matter shall be made by the Researcher without the prior written consent of the LSB.

10. Assignment and sub-contracting

The rights and obligations of the Researcher under this Agreement shall not be assigned, mortgaged, charged, transferred, sub-contracted or otherwise disposed of without the LSB's prior written consent.

11. Term and termination

11.1 This Agreement shall commence on the date hereof and shall continue until completion of the Research Services, unless otherwise terminated in accordance with this clause 11.

11.2 Without prejudice to any other right or remedy the LSB may have against the Researcher, the LSB may terminate this Agreement and the Research Services immediately by written notice and without liability to make any further payment to the Researcher (except for any fees and expenses accrued and due up to the date of termination) if the Researcher:

11.2.1 fails for any reason to perform the Research Services for a continuous period of [●] calendar weeks;

11.2.2 commits any serious, material or persistent breach of any of its obligations under this Agreement and (in the case of a breach capable of being remedied) fails to remedy the breach within 14 days after the receipt of a written request so to do;

11.2.3 in the reasonable opinion of the LSB is negligent or incompetent in the performance of the Research Services and/or fails to perform the Research Services to the LSB's reasonable satisfaction and, having been

warned by LSB in writing, fails to attain the required standard within 14 calendar days;

- 11.2.4** does or fails to do anything which brings or might reasonably be expected to bring into disrepute the LSB or its personnel (including but not limited to committing an act of fraud or dishonesty whether or not connected with the provision of the Research Services);
- 11.2.5** provides any false or misleading information about the Researcher's (and any member of its personnel's) ability to perform the Research Services;
- 11.2.6** the Researcher suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 11.2.7** the Researcher commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Researcher with one or more other companies, or the solvent reconstruction of the Researcher; or
- 11.2.8** a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Researcher (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Researcher with one or more other companies, or the solvent reconstruction of the Researcher; or
- 11.2.9** an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the Researcher (being a company); or
- 11.2.10** a floating charge holder over the assets of the Researcher has become entitled to appoint, or has appointed, an administrative receiver; or

- 11.2.11** a person becomes entitled to appoint a receiver over the assets of the Researcher, or a receiver is appointed over the assets of the Receiver; or
 - 11.2.12** a creditor or encumbrancer of the Researcher attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within [●] days; or
 - 11.2.13** any event occurs, or proceeding is taken, with respect to the Researcher in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2.6 to clause 11.2.12 (inclusive); or
 - 11.2.14** the Researcher suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - 11.2.15** there is a change of control of the Researcher (as defined in section 1124 of the Corporation Tax Act 2010).
- 11.3** Subject to clause 11.4, the LSB may also terminate this Agreement at any time on 14 days' prior notice in writing to the Researcher.
- 11.4** If the LSB terminates this Agreement pursuant to clause 11.3, then the LSB shall pay the Researcher a sum representing the fair value of work completed up to the time of notice of termination (less sums already invoiced under this Agreement, but together with agreed expenses not yet invoiced). The fair value will be promptly calculated by the LSB, acting reasonably, by assessing the work undertaken (and seniority of those involved) not exceeding (unless otherwise agreed) the level of work that the parties anticipated would be carried out during this period, charged at an appropriate time-based fee (consistent with the basis on which the Price was determined). The LSB shall not in any circumstance be obliged to pay, in total, more than would have been paid in aggregate under this Agreement up to and including the Milestone next following termination.

12. Effect of termination

- 12.1** The provisions of clauses 3.5, 3.7, 5.3, 6, 8, 9, 12, 14 and 16 shall survive the expiry or termination of this Agreement, howsoever arising.

12.2 Save as provided in clause 12.1, on the expiry or termination of this Agreement all rights and obligations of the parties under this Agreement shall automatically terminate, except for such rights of action as shall have accrued prior to the date of expiry or termination.

13. Notices

13.1 Any notice, consent, statement, request or other communication (a "**Notice**") required to be given under this Agreement shall be in writing and signed by or on behalf of the party giving it. Any Notice shall be sent or delivered to the party to be served at the address or email address set out in Schedule 6, and the Notice shall be marked for the attention of the person named for the purpose in Schedule 6. Any alteration in such details shall, to have effect, be notified to the other party in accordance with this clause 13.

13.2 Service of a Notice must be effected by one of the following methods:

13.2.1 by recorded delivery, courier or pre-paid first class post; or

13.2.2 by sending it by email to the email address specified in Schedule 6 of the party to whom it was sent.

13.3 A Notice shall be deemed to have been received:

13.3.1 (in the case of recorded delivery, courier or pre-paid first class-post), on the day of arrival at the address specified in Schedule 6 of the party to whom it was sent; or

13.3.2 (in the case of email), at the time of successful delivery of the electronic communication.

13.4 For the purposes of this clause 13, if deemed receipt under this clause is not within business hours (meaning 9.00am to 5.30pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice [or other communication] is deemed to have been received when business next starts in the place of receipt.

14. Freedom of Information

14.1 The Parties acknowledge and agree that the LSB is subject to the Freedom of Information Act 2000 and that all information that is not clearly subject to legal professional privilege is potentially publicly disclosable. Accordingly, the

Researcher will use its reasonable endeavours to ensure that none of its or its subcontractors', agents' or employees' communications with or about the LSB will be materially detrimental to the Researcher or to the LSB if so disclosed unless they are clearly and unambiguously protected by some form of legal professional privilege

- 14.2** It is possible that privileged material may need to be disclosed in certain circumstances in which case the LSB shall provide prior notice of such disclosure to the Researcher and will seek, as far as it is reasonably able to, to comply with the Researcher's reasonable requests in this regard.

15. Data Protection

- 15.1** For the purposes of the Data Protection Act 1998, the Researcher consents to the holding, processing and accessing of personal data provided by them to the LSB for all purposes relating to the performance of this Agreement including but not limited to transferring such personal and sensitive personal data to a country or territory outside the European Economic Area.

- 15.2** The Researcher will ensure that it, and its other personnel each comply with the Data Protection Act 1998 and any codes of practice issued under it in relation to the holding, processing or accessing by any of them in the course of performing the Research Services or otherwise personal data relating to members, employees, contractors, suppliers and contacts of the LSB. The Researcher warrants that it is fully aware of its obligations and has in place proper procedures to ensure that all such data is processed and stored in accordance with the Data Protection Act 1998.

16. Dispute Resolution

- 16.1** If any dispute arises in connection with this Agreement, the Project Team Leader and the Representative shall, within 10 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

- 16.2** If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure or of such other mediation body as the parties may agree (the agreed mediation body). Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must give notice in writing (ADR notice) to the other party requesting a mediation. A copy of the ADR notice should be sent to CEDR or the agreed mediation body. The mediation shall start not later than 30 days after the date of the ADR notice.

16.3 Each party will bear its own costs of mediation and will share the fees of the mediator equally. If the matter has not been resolved by mediation within 30 days of its initiation, or if either party will not participate in the mediation, the dispute will be referred to litigation.

17. General

17.1 The Researcher is an independent contractor and nothing in this Agreement shall render it an agent or partner of the LSB and the Researcher shall not hold itself out as such nor in any way entitled to bind or incur any obligation or liability on behalf of the LSB.

17.2 All the terms of the Agreement between the LSB and the Researcher are set out in this Agreement and all other terms, conditions, indemnities and warranties, whether express or implied, statutory or otherwise (including any terms or conditions proposed by the Researcher and not specifically incorporated in this Agreement), and all representations (save in respect of fraudulent misrepresentations) whether made orally or in writing are hereby excluded and all prior agreements, negotiations and statements are hereby superseded.

17.3 No waiver or amendment of any provision of this Agreement shall be effective unless agreed in writing between the parties.

17.4 For the avoidance of doubt, this Agreement may only be relied on by the parties and shall not be directly or indirectly enforceable by any third party nor is it intended to benefit any third party (save that the permitted successors to or assignees of the rights of the LSB and the Researcher will in each case become a party to this Agreement).

18. Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England, and the parties hereby submit to the exclusive jurisdiction of the English courts.

This Agreement has been duly executed by the parties on the date set out above.

SCHEDULE 1

Research Services and Project

ADD RESEARCH SPECIFICATION

SCHEDULE 2

Milestones

First Milestone:

Second Milestone:

SCHEDULE 3

The Price and Payment

Part A: The Price

Part B: Payment

The Price shall be payable as follows:

X *on completion of the First Milestone;*

Y *on completion of the Second Milestone.*

SCHEDULE 4

The Project Team

Project Team Leaders:

Project Team Members:

SCHEDULE 5

Project Management

1. The Project Team Leader and the Representative shall oversee the performance of the Research Services. The Project Team Leader shall have full authority on behalf of the Researcher to take all necessary decisions and actions in relation to the performance of the Research Services and the Researcher's other obligations under this Agreement.
2. As at the date hereof, the Representative is **XXXXXX**.
3. The Project Team Leader and the Representative shall meet as appropriate during the Term. The location and time of such meeting shall be as reasonably required by the Representative. The purpose of such meetings shall be to discuss and review the performance of the Research Services. The Project Team Leader shall bring to such meetings all such documentation as may reasonably be required by the Representative.
4. Notwithstanding the provisions of paragraph 3, the Representative may require the Project Team Leader to attend an emergency meeting to discuss any urgent matter and the Project Team Leader shall use all reasonable endeavours to attend.
5. The Project Team Leader shall at all times during the Term liaise with the Representative to ensure that the Representative is fully informed of the progress of the Research Services, and of any material issues and/or problems encountered by the Project Team arising out of or in connection with this Agreement.
6. To the extent that, as at the date of either the First Milestone or the Second Milestone, the Representative is not reasonably satisfied (in his sole discretion) that the Project Materials meet the requirements of the warranties in clause 3.4 or otherwise meet the standard reasonably to be expected of a report produced by an expert researcher in the context of the LSB's requirements, then the Representative may require the Project Team to use their best endeavours to further develop or amend the Project Materials (and/or carry out such further tests or experiments) so as to ensure that the Project Materials meet the requirements of the aforesaid warranties and are of an appropriate standard, within such timescale as the Representative may reasonably require.

SCHEDULE 6

Notices

Notices shall be addressed as follows:

To the LSB: the postal address at the head of this Agreement
email: **XXX**@legalservicesboard.org.uk.
and marked for the attention of the Head of Research.

To **XXXX**: the postal address at the head of this Agreement
email: *[insert]*
and marked for the attention of *[insert name]*.

SIGNED by

duly authorised, for and on behalf of **THE LEGAL SERVICES BOARD**.

In the presence of (witness to sign, print name):

Name:

Position:

SIGNED by

duly authorised, for and on behalf of [the Researcher].

In the presence of (witness to sign, print name):

Name:

Position:

Address:
