

CONSULTANCY AGREEMENT

1. Definitions

The following definitions shall apply throughout these conditions:

'TI'	Targeting Innovation Limited Turnberry House, 175 West George Street, Glasgow, G2 2LB
'The Consultant'	Consultant Name Address
'The Manager'	Manager
'The Commission'	Delivery of
'The Agreement'	This agreement

2. Appointment

The Commission will be undertaken by the Consultant, reporting to the manager, and shall be subject to these Standard Conditions of Contract. Any variation to the Standard Conditions of Contract will require the prior written consent of TI.

The Commission will be for **XX** days (7.5 hours in a day) during the period commencing on **Start Date** and ending **End Date**. The consultant will report to and be responsible to the manager for the duration of this agreement and will perform to targets set by the manager all to the satisfaction of the manager. Failure to deliver against these targets will result in the termination of this agreement.

The Consultant shall not assign or sub-contract any portion of the Commission without the prior written consent of TI. Sub-contracting any part of the Commission shall not relieve the Consultant of any obligation or duty attributable to them under the Commission of these Conditions.

The Consultant shall make themselves available by email / telephone on a daily basis and give appropriate notice to the Manager should they be unavailable for any length of time, i.e. holidays, etc.

3. Fee, invoicing and expenses

The daily rate for the Commission will be **Day Rate in words** Pounds [**£XXX**], **inclusive of all** expenses and excluding VAT. The fee shall not be exceeded unless with prior written approval of TI.

Unless agreed otherwise, the Consultant shall submit an invoice to TI at the end of successful completion of the commission. Timesheet data should be completed on the supplied proforma and submitted with invoices. All payments shall be made by TI within 30 days.

Payments by TI shall be without prejudice to any claims or rights which TI may have against the Consultant and shall not constitute any admission by TI as to the performance by the Consultant of its obligations hereunder. Prior to making any such payment, TI shall be entitled to make deductions or deferments in respect of any disputes or claims whatsoever with or against the Consultant.

The Consultant, shall, on request, give TI, its representatives and any person duly authorised by it, reasonable facilities to inspect or view all records, invoices and other documentation relating to the Commission.

4. Tax liabilities and indemnity

TI and the Consultant declare and confirm that it is the intention of the parties that the Consultant shall have the status of a self-employed person and shall be responsible for all income tax liabilities and National Insurance or similar contributions in respect of their fees and accordingly the Consultant hereby agrees to indemnify TI in respect of any claims that may be made by the relevant authorities against TI in respect of income tax and National Insurance or similar contributions (including penalties and interest) and against TI's costs of dealing with such demands, relating to the Consultant's services under this agreement.

5. No Employment

The Consultant is an independent contractor and nothing in this Agreement shall render or be deemed to render the Consultant an employee. This Agreement does not create any mutuality of obligation between the Consultant and TI.

6. Data Protection

The Consultant shall at all times comply with the provisions of the Data Protection Act 1998 and any subsequent amendments thereto.

7. Force Majeure

If either party of this Agreement is prevented or delayed in the performance of any of their respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for as long as such cause of prevention or delay shall continue. However, if the delay in performance lasts for more than 1 month, the other party may terminate this Agreement with immediate effect by giving written notice.

8. Waiver of rights

If either you or we fail to enforce, or delay in enforcing, an obligation of the other party, or fail to exercise, or delay in exercising, a right under this Agreement, that failure or delay will not affect your or our right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

9. Entire agreement

This Agreement contains the entire agreement and understanding of the parties relating to the subject matter of this Agreement and extinguishes all previous agreements between the parties relating to the subject matter hereof.

10. Confidentiality

The Consultant will not divulge to third parties matters confidential to TIL (whether or not covered by this Agreement) without TIL explicit permission. Except where specifically agreed otherwise, all material, data, information, etc, collected during the course of the Agreement will remain in the possession of TIL and not used without their permission.

11. Insurance

The Consultant is covered by TIL's Professional Indemnity Insurance for the purpose of this Commission.

12. Law and Jurisdiction

The validity, construction and performance of the Agreement shall be governed by Scots law. All disputes, claims or proceedings between the parties relating to the validity, construction or performance of the Agreement shall be subject to non-exclusive jurisdiction of the Scottish Courts.

13. Intellectual Property

The copyright in any work or works prepared by the Consultant in connection with the Commission shall be owned by TI and shall be assigned to TI by virtue of Section 91 (1) of the Copyright, Design and Patents Act, 1998. TI have the right to decide whether the results should be published or commercially exploited and generally to use them in any way it considers appropriate.

14. Severability

If any provision of the Agreement is held invalid, illegal or unenforceable for any reason, the remaining provisions of the Agreement shall continue in full force and effect.

15. Conflict of interest

The Consultant will agree that while they are providing Services to TI they will not be directly engaged in, or concerned with any other business or profession which either competes with TI in the Field or that might otherwise cause a conflict of interest without first obtaining TI's written consent. If in any doubt as to whether a conflict of interest might exist the Consultant should immediately discuss the matter with TI before accepting any position or appointment. For the avoidance of doubt, nothing in this Agreement will prevent you from carrying out research for TI.

16. Termination

This Commission shall terminate automatically on completion of the Commission by the Consultant to the satisfaction of TI or TI giving the Consultant seven days prior written notice of termination.

Any communication or notice to be given pursuant to the terms of this agreement shall be in writing and shall be delivered by hand or sent by post to the address of the addressee as set out in this Agreement or such other address (being in UK) as the addressee may from time to time have notified for the purpose of this section or sent by email to the addressee's email contact provided on their application form or as from time to time notified.

TI may also terminate this Commission forthwith by notice in writing to the Consultant if the Consultant is unable to pay his debts or enter into a trust deed for his creditors or is sequestered or shall become apparently insolvent or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation of such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Commission) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or has diligence executed against it or takes or suffers any similar action which in the opinion of TI means that the Consultant may be unable to pay its debts.

In the event of a breach by the Consultant of any of the foregoing conditions, TI shall have the right to claim compensation, to withhold sums due to the Consultants and/or to terminate the Consultant's Commission, as TI shall in its sole discretion deem appropriate.

All data and documentation provided by TI and participating companies and any other party interviewed in the course of the Commission must be treated as absolutely confidential and must not be communicated to any third party at any time, whether before or after the period of the study. All materials and copies of materials will be handed over to TI on completion of the Commission for retention by TI (this includes electronically held data).

Equipment, books and other materials purchased by the Consultant with funds provided by TI will become the property of TI and will be handed over to TI on completion of prior termination of the Commission.

17. Miscellaneous

In the event of any complaint being raised against TI in connection with the operation of this Commission, the Consultant shall co-operate fully with the adjudicator appointed by Targeting Innovation Limited to investigate complaints and, without prejudice to the foregoing generality, shall permit the adjudicator:

- (a) to interview persons who may be able to provide information and
- (b) to examine papers.

The Consultants shall ensure that no communication will be made with the media about the Commission nor shall any results or articles about the Commission be published without the prior written consent of TI, or its statutory successor.

The text of any press release or other communication to be published by or in the media concerning the subject matter of the Agreement shall require the approval of TI.

SIGNED ON BEHALF OF CONSULTANT:

Signature _____

Name _____ Position _____

Date _____

WITNESS:

Signature _____

Name _____

Address _____

Date _____

SIGNED ON BEHALF OF TARGETING INNOVATION LIMITED

Signature _____

Name _____ Position _____

Date _____

WITNESS:

Signature _____

Name _____

Address _____

Date _____