

TERMS AND CONDITIONS

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1 INTERPRETATION

1.1 Definitions:

Background	means: (a) any information, data, techniques, Know-how, inventions, discoveries, software and/or materials (regardless of the form or medium in which they are disclosed or stored); (b) provided by one party (whether belonging to that party or to a third party) to the other party for use in relation to the Services; and (c) created, devised, or discovered by such party either before the date of this Contract, independently of this Contract, or after the date of this Contract (but excluding any Deliverables).
Business Day	means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Change Order	has the meaning given in clause 10.1.
Charges	means the charges payable by the Client for the supply of the Services by the IAAPS Limited, as set out in the Contract Details and/or the Scope of Work.
Client Materials	means all materials, equipment and tools, drawings, specifications, and data supplied by the Client to the IAAPS Limited for use in relation to the Contract.
Commencement	the date on which the IAAPS Limited signs the Contract.

Date

Completion Date means the date for completion of the Services, as set out in the Contract Details.

Confidential Information

means any and all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers in connection with the Services or this Contract, including but not limited to the following:

- (a) any Background disclosed by a party to the other party for use in relation to the Contract;
- (b) any of the Deliverables in which that party owns the Intellectual Property Rights; and
- (c) any other information disclosed by a party to the other party for use in relation to the Services or under this Contract and identified as confidential before or at the time of disclosure or which, by its nature or from the circumstances of its disclosure, should reasonably be presumed to be confidential.

Contract

means the contract between the Client and the IAAPS Limited for the supply of the Services in accordance with the Scope of Work, the Contract Details and these Terms and Conditions.

Contract Details

means the document headed "Contract Details" accompanying these Terms and Conditions.

Data Protection Legislation

means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and any other European Union legislation relating to personal data and all other

legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Deliverables means any output of the Services to be provided by the IAAPS Limited to the Client, as specified in the Contract Details and/or the Scope of Work.

Group means:

- (a) in relation to the IAAPS Limited, the IAAPS Limited and any subsidiary of the IAAPS Limited from time to time; and
- (b) in relation to the Client, the Client, any subsidiary or holding company from time to time of the Client, and any subsidiary from time to time of a holding company of the Client.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including Know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, 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.

Know-how means unpatented technical information (including

information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) which is not in the public domain.

Occupancy Charges	means the charges payable by the Client to the IAAPS Limited under clause 4.4.3, as specified in the Contract Details.
Open-Source Software	means any software licensed under any form of open-source licence meeting the Open-Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at http://www.gnu.org/licenses/gpl.html), or anything similar, included or used in, or in the development of, the Deliverables.
Post- Commencement Termination Charges	means the charges payable by the Client to the IAAPS Limited under clause 13.6, as specified in the Contract Details.
Pre- Commencement Termination Charges	means the charges payable by the Client to the IAAPS Limited under clause 13.5, as specified in the Contract Details.
Public Funders	means public funders who have provided grants to the IAAPS Limited in respect of the creation of its Institute of Advanced Automotive Propulsion Systems including Research England and West of England Combined Authority/Local Enterprise Partnership.

Scope of Work	means the scope of work set out in the covering letter accompanying these Terms and Conditions.
Services	means the services, including any Deliverables, to be provided by the IAAPS Limited pursuant to the Contract, as described in the Scope of Work.
Services Start Date	means the day on which the IAAPS Limited is to start or has started (as the case may be) provision of the Services, as set out in the Contract Details, which may be before, on or after the Commencement Date.
IAAPS Limited's Equipment	means any equipment, including tools, systems, cabling or facilities of the IAAPS Limited used directly or indirectly in the supply of the Services.
VAT	means value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 Interpretation:

1.2.1 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

1.2.2 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

1.2.3 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.4 A reference to writing or written includes email.

1.2.5 A reference to a party is a reference to the IAAPS Limited or the Client and a reference to parties is to the IAAPS Limited and the Client.

2 BASIS OF CONTRACT, COMMENCEMENT AND TERM

2.1 These Terms and Conditions apply to the Contract to the exclusion of any

other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The return by the Client of a signed counterpart of the Contract to the IAAPS Limited shall constitute an offer by the Client to purchase the Services from the IAAPS Limited in accordance with this Contract. The Client's offer shall only be deemed to be accepted when the IAAPS Limited signs a counterpart of the Contract, at which point the Contract shall come into existence.

2.3 The Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms, until the earlier of (i) the completion of the Services, or (ii) the Services Completion Date, or until such other date as agreed in writing between the parties. If the Contract is entered into after the Services Start Date, the Contract will apply retrospectively to any Services provided on or after the Services Start Date.

2.4 The parties agree to manage this Contract through the project management structure, if any, as set out in the Scope of Work.

3 IAAPS LIMITED'S OBLIGATIONS

3.1 The IAAPS Limited shall supply the Services to the Client from the Services Start Date in accordance with the Contract.

3.2 In supplying the Services, the IAAPS Limited shall:

3.2.1 perform the Services with reasonable care and skill;

3.2.2 ensure that the Services and Deliverables shall conform in all material respects with the service description set out in the Scope of Work;

3.2.3 comply with all applicable laws, statutes and regulations from time to time in force, provided that the IAAPS Limited shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract; and

3.2.4 provide, for the Client, its agents, subcontractors, consultants and employees such access to the IAAPS Limited's premises, data and other facilities as reasonably required by the Client pursuant to the Contract.

3.3 The IAAPS Limited warrants that it has full power and authority under its constitution, and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into this

Contract.

3.4 Although the IAAPS Limited will use reasonable endeavours to carry out the Services in accordance with the Contract, the IAAPS Limited does not undertake that any of the Services will lead to a particular result, nor does it guarantee a successful outcome to the Services.

4 CLIENT'S OBLIGATIONS

4.1 The Client shall:

4.1.1 co-operate with the IAAPS Limited in all matters relating to the Services;

4.1.2 provide, in a timely manner, such information, data, documentation and materials, including the Client Materials, as the IAAPS Limited may reasonably require, and ensure that they are accurate and complete in all material respects;

4.1.3 when accessing or visiting the IAAPS Limited's premises, observe and comply with all health and safety and security policies and procedures and, when accessing the IAAPS Limited's information systems, comply with the IAAPS Limited's information security policies and procedures; and

4.1.4 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to

enable the IAAPS Limited to provide the Services to the Client.

4.2 The Client warrants that it has full power and authority under its constitution, and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into this Contract.

4.3 Where the Client is permitted to use the IAAPS Limited's Equipment as part of the Services, the Client shall use the IAAPS Limited's Equipment in accordance with the IAAPS Limited's instructions from time to time.

4.4 If the IAAPS Limited's performance of its obligations under the Contract, including use of the IAAPS Limited's Equipment as part of the Services, is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the IAAPS Limited shall:

4.4.1 not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;

4.4.2 be entitled to payment of the Charges despite any such prevention or delay;

4.4.3 be entitled to claim from the Client payment of the Occupancy

Charges for each day that the IAAPS Limited's Equipment cannot be used; and

4.4.4 be entitled to recover any additional costs, charges and/or expenses the IAAPS Limited sustains or incurs that arise directly or indirectly from such prevention or delay.

4.5 If any prevention or delay referred to under clause 4.4.4 persists for a continuous period of 20 days, the Client shall remove the Client Materials from the IAAPS Limited's premises immediately. If the Client fails to do so, then the IAAPS Limited may remove the Client Materials itself and charge the Client in respect of any reasonable costs and expenses incurred by the IAAPS Limited in doing so, including any storage or transportation costs.

5 CONFIDENTIALITY

5.1 Neither party will, either during the term of the Contract or for 5 years after expiry or termination of the Contract, disclose to any third party, nor use for any purpose except as expressly permitted by this Contract, any of the other party's Confidential Information.

5.2 Neither party (the "Recipient") will be in breach of any obligation to keep any of the other party's Confidential Information confidential or not to disclose it to any other party

to the extent that:

5.2.1 if it is received from the other party, it is known to the Recipient before its receipt from the other party, and not already subject to any obligation of confidentiality to the other party;

5.2.2 it is or becomes publicly known without any breach of this Contract or any other undertaking to keep it confidential;

5.2.3 it has been obtained by the Recipient from a third party in circumstances where the Recipient has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other party;

5.2.4 it has been independently developed by the Recipient without reference to the other party's Confidential Information;

5.2.5 it is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, none of the exceptions to that Act or those Regulations applies to the information disclosed) or pursuant to the order of any Court of competent jurisdiction or the requirement of any competent regulatory authority, and that, in each

case where the law permits, the party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or

5.2.6 it is approved for release in writing by an authorised representative of the other party.

5.3 Neither party will be in breach of any obligation to keep the other party's Background or other information confidential or not to disclose them to any third party, by making them available to any person working for or on behalf of that party, who needs to know the same in order to perform the obligations or exercise the rights granted in this Contract, provided they are not used except as expressly permitted by this Contract and the recipient undertakes to keep them confidential.

5.4 The IAAPS Limited will not be in breach of any obligation to keep any of the Client's Confidential Information confidential or not to disclose it to any third party by disclosing details of the Contract to the Public Funders.

5.5 If the IAAPS Limited receives a request under the Freedom of Information Act 2000 to disclose any

information which, under this Contract, is the Client's Confidential Information, it will notify the Client and will consult with the Client promptly and before making any disclosure under that Act or those Regulations, the IAAPS Limited will, where appropriate, take legal advice regarding the availability and applicability of any exemptions and any other options available, and will notify the Client of the intended response to that request. The Client will respond to the IAAPS Limited within 10 days after receiving the IAAPS Limited's notice if that notice requests the Client to provide information to assist the IAAPS Limited to determine whether or not an exemption to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 applies to the information requested under that Act or those Regulations. The Client may make representations in relation to that request and the proposed response and may request amendments to the proposed response but the IAAPS Limited shall have the final decision in its absolute discretion as to the information, including any of the Client's Confidential Information, to be included in any such response.

5.6 Notwithstanding any other provision of the Contract, the IAAPS Limited may identify the sums received from the Client in the IAAPS Limited's

annual reports and similar publications.

6 PUBLICITY

6.1 Neither party will:

6.1.1 use the other's name or logo in any press release or product advertising, or for any other promotional purpose; or

6.1.2 make or permit any person to make, any public announcement concerning this Contract, without first obtaining the other party's written consent (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction.

7 INTELLECTUAL PROPERTY

7.1 Background

7.1.1 This Contract does not affect the ownership of any Intellectual Property Rights in any Background or in any other technology, design, work, invention, software, data, technique, Know-how, or materials which are not the Deliverables. The Intellectual Property Rights in them will remain the property of the party which contributed them to the provision of the Services (or its licensors). No licence to use any

Intellectual Property Rights is granted or implied by this Contract except the rights expressly set out in this Contract.

7.1.2 Each party grants the other a royalty-free, fully paid-up, non-exclusive licence to use its Background for the purpose of carrying out or using the Services. Neither party may grant any sub-licence to use the other's Background except that the IAAPS Limited may allow any member of its Group and any person working for or on behalf of the IAAPS Limited or any member of the Group, to use the Client's Background for the purpose of carrying out the Services, provided such person undertakes obligations of confidentiality no less onerous than those in clause 5.

7.2 Deliverables

7.2.1 Unless otherwise agreed in writing or specified in the Contract, the Client will own the Intellectual Property Rights in the Deliverables, and may take such steps as it may decide from time to time, at its expense, to register and maintain any protection for the Intellectual Property Rights in the Deliverables, including filing and prosecuting patent applications for any of the Deliverables and taking any action in respect of any alleged or actual infringement of any Intellectual Property Rights in the Deliverables.

7.2.2 The IAAPS Limited will ensure that its employees involved in the creation of the Deliverables give the Client such assistance (except financial assistance) as the Client may reasonably request in connection with the registration and protection of the Intellectual Property Rights in any of the Deliverables, including filing and prosecuting patent applications for any of the Deliverables, and taking any action in respect of any alleged or actual infringement of any Intellectual Property Rights in any of the Deliverables provided that the Client shall reimburse the IAAPS Limited and its employees for all reasonable costs and expenses incurred in providing such assistance.

7.2.3 Where any third party such as a contractor is or has been involved in the provision of the Services, the party engaging that third party will ensure that that third party has assigned to it (including making a prospective assignment where appropriate) all rights which that third party may have in the Deliverables in order to be able to give effect to the provisions of this clause 7.

7.2.4 To the extent that any Intellectual Property Rights in the Deliverables are capable of prospective assignment, the IAAPS Limited now assigns those Intellectual Property

Rights to the Client; and to the extent any Intellectual Property Rights in the Deliverables cannot be assigned prospectively, the IAAPS Limited will assign those Intellectual Property Rights to the Client as and when they are created, at the request of the Client.

7.2.5 The Client grants the IAAPS Limited a royalty-free, non-exclusive licence to use the Deliverables for the purpose of carrying out the Services, but the IAAPS Limited may not grant any sub-licence to use the Deliverables except that the IAAPS Limited may allow any member of its Group and any person working for or on behalf of the IAAPS Limited or any member of the Group, to use the Deliverables for the purpose of carrying out the Services, provided that such persons undertake obligations of confidentiality no less onerous than those in clause 5.

8 OPEN-SOURCE SOFTWARE

8.1 Any Open-Source Software provided by the IAAPS Limited to the Client as part of the Services may only be used by the Client in accordance with the terms and conditions of the specific licence under which the relevant Open-Source Software is distributed. Notwithstanding the foregoing, any such Open-Source Software is provided "as is" and all conditions, warranties or other terms

which might have effect between the parties or be implied or incorporated into this Contract in relation to any such Open-Source Software, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

8.2 Where the IAAPS Limited uses Open-Source Software as part of the Services and the terms and conditions of the specific licence under which such Open-Source Software is distributed require any modifications made to such Open-Source Software to be made available on an open source basis, the IAAPS Limited shall not make any modifications to such Open-Source Software without the express consent of the Client.

8.3 Where the Client provides its express consent to any modifications to be made to Open-Source Software under clause 8.2 above, the Client undertakes to comply with the terms and conditions under which such Open-Source Software is distributed or licensed.

9 WARRANTIES

9.1 Each of the parties warrants to the other that:

9.1.1 it has full power and authority under its constitution, and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into this Contract; and

9.1.2 to the best of its knowledge and belief (having made reasonable enquiry of those of its employees involved in the Services, but not having made any search of any public register), any advice or information given by it or any of its employees involved in the Services, or the content or use of any Deliverables, Background or materials, works or information provided in connection with the Services, will not constitute or result in any infringement of third party rights.

9.2 The Client warrants that the Client Materials, are in good working order and suitable for the purposes for which they are to be used in relation to the Services.

9.3 In the event that either party commercialises or exploits the Deliverables for commercial gain, that party acknowledges that it does so at its own risk and shall be liable in respect of any and all third party claims brought against the other party arising out of or in connection with such commercialisation or exploitation.

10 CHANGE CONTROL

10.1 Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

10.1.1 the Services;

10.1.2 the IAAPS Limited's existing charges payable under the Contract;

10.1.3 the timetable of the Services; and

10.1.4 any of the terms of the Contract.

10.2 If the IAAPS Limited wishes to make a change to the Services it shall provide a draft Change Order to the Client.

10.3 If the Client wishes to make a change to the Services:

10.3.1 it shall notify the IAAPS Limited and provide as much detail as the IAAPS Limited reasonably requires of the proposed changes, including the timing of the proposed changes; and

10.3.2 the IAAPS Limited shall, as soon as reasonably practicable after

receiving the information at clause 10.3.1, provide a draft Change Order to the Client.

10.4 If the parties agree to a Change Order, they shall sign it and that Change Order shall amend the Contract.

10.5 The IAAPS Limited may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to clause 10.3 on a time and materials basis at the IAAPS Limited's then current daily rates.

11 CHARGES AND PAYMENT

11.1 In consideration for the provision of the Services, the Client shall pay the IAAPS Limited the Charges in accordance with this clause 11.

11.2 All amounts payable by the Client exclude amounts in respect of VAT, which the Client shall additionally be liable to pay to the IAAPS Limited at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

11.3 The IAAPS Limited shall submit invoices for the Charges plus VAT if applicable to the Client at the intervals specified in the Scope of Work. Each invoice shall include the purchase order number where provided by the

Client to the IAAPS Limited.

11.4 The Client shall pay each invoice due and submitted to it by the IAAPS Limited, within 30 days of receipt, to a bank account nominated in writing by the IAAPS Limited.

11.5 If the Client fails to make any payment due to the IAAPS Limited under the Contract by the due date for payment, then, without limiting the IAAPS Limited's remedies under clause 13 (Termination):

11.5.1 the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and

11.5.2 the IAAPS Limited may suspend all Services until payment has been made in full.

11.6 All amounts due under the Contract from the Client to the IAAPS Limited shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12 LIMITATION OF LIABILITY

12.1 The restrictions on liability in this clause 12 apply to every liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

12.3 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

12.3.1 death or personal injury caused by negligence; and

12.3.2 fraud or fraudulent misrepresentation.

12.4 Subject to clauses 12.2 and 12.3 and except as provided in clause 12.5, each party's total liability to the other party arising under or in connection with this Contract shall not exceed the total Charges paid by the Client to IAAPS Limited under this Contract.

12.5 Subject to clauses 12.2 and 12.3 and notwithstanding clause 12.4, the Client's total liability to the IAAPS Limited for any damage to property, including the IAAPS Limited's Equipment and any third party

property, caused by the Client's acts or omissions or the acts or omissions of its employees, contractors or agents otherwise than as permitted under the Contract shall not exceed £10 million.

12.6 Subject to clauses 12.2 and 12.3, neither party shall be liable to the other for the following types of loss:

12.6.1 loss of profits;

12.6.2 loss of sales or business;

12.6.3 loss of agreements or contracts;

12.6.4 loss of anticipated savings;

12.6.5 loss of use or corruption of software, data or information;

12.6.6 loss of or damage to goodwill; or

12.6.7 indirect or consequential loss.

12.7 Subject to clauses 12.2 and 12.3 and unless agreed otherwise, in the event that any damage is caused to the Client Materials during the provision of the Services, the IAAPS Limited's liability in respect of such damage shall be limited to repeating the Services or any part of them, unless such damage or loss is caused by the negligence of the IAAPS Limited or its employees or sub- contractors in which case the IAAPS Limited's liability shall be subject to the limitations set out in

clauses 12.4 and 12.6. This clause 12.7 constitutes the Client's exclusive remedy and the IAAPS Limited's only liability in respect of any such loss or damage.

12.8 The express undertakings and warranties given by the parties in this Contract are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

13 TERMINATION

13.1 Without affecting any other right or remedy available to it and subject to clause 13.4, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:

13.1.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

13.1.2 the other party takes any step or action in connection with its entering administration, provisional

liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

13.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

13.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.2 Without affecting any other right or remedy available to it and subject to clause 13.4, the IAAPS Limited may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.

13.3 Subject to clauses 13.4, 13.5 and 13.6, the Client may terminate the

Contract for convenience at any time by giving written notice to the IAAPS Limited.

13.4 Except in the case of a material breach that cannot be remedied or on the occurrence of any of the events or circumstances contemplated in clauses 13.1.2 to 13.1.4 above, before either party exercises its right to terminate the Contract under clause 13.1, 13.2 or 13.3 (as the case may be), the parties shall refer the matter or event which is the potential cause for termination to the relevant representative of each party specified in the Contract Details in an attempt to resolve the matter within 14 days after the referral. If the matter has not been resolved within that 14 day period, the non-defaulting party may exercise its right to terminate in accordance with clause 13.1, 13.2 or 13.3 (as the case may be).

13.5 If the Client terminates the Contract less than (four) 4 weeks prior to the Services Start Date, the Client shall immediately pay to the IAAPS Limited the Pre-Commencement Termination Charges.

13.6 If the Client terminates the Contract after the Services Start Date for any reason other than as a result of a material breach by the IAAPS Limited under clause 13.1.1, the Client shall immediately pay to the IAAPS Limited

the Post-Commencement Termination Charges.

13.7 On termination of the Contract for whatever reason:

13.7.1 the Client shall immediately pay to the IAAPS Limited all of the IAAPS Limited's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the IAAPS Limited may submit an invoice, which shall be payable immediately on receipt;

13.7.2 the Client shall promptly remove any of its equipment or materials, including the Client Materials, used in relation to the Services and located at the IAAPS Limited's premises;

13.7.3 unless otherwise agreed in writing between the parties, all rights and licences granted by one party to the other party under or pursuant to this Contract shall automatically terminate;

13.7.4 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract (including but not limited to this clause 13.7) shall remain in full force and effect; and

13.7.5 termination or expiry of the Contract shall not affect any of the

rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

13.8 On termination of the Contract for any reason other than for a material breach by the IAAPS Limited under clause 13.1.1, the Client will reimburse the IAAPS Limited for all reasonable costs and expenses which the IAAPS Limited has incurred or agreed to incur and which the IAAPS Limited is unable to cancel or recover.

14 DATA PROTECTION

Both parties will comply with all applicable requirements of the Data Protection Legislation when performing its obligations and exercising its rights under the Contract.

15 GENERAL

15.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension

of the time for performing such obligations. If the period of delay or non-performance continues for 6 weeks, either party may terminate this Contract by giving 14 days' written notice to the other party.

15.2 Assignment and other dealings.

Neither party may assign, transfer, subcontract or deal in any other manner with any or all of its rights and obligations under this Contract without first obtaining the written consent of the other party, except that the either party may assign, transfer or subcontract any or all of its rights and obligations under this Contract to a member of its Group without the consent of the other party. Neither party will unreasonably withhold or delay its consent.

15.3 Entire agreement.

15.3.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.3.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement,

representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

15.4 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15.5 Waiver.

15.5.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

15.5.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or

unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.7 Notices.

15.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by recorded delivery (or other signed for delivery service) to the address for the relevant IAAPS Limited representative or Client representative (as appropriate) set out in the Contract Details or such other address as notified by the other party from time to time.

15.7.2 Any notice shall be deemed to have been received on signature of a delivery receipt.

15.7.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.8 Third party rights.

15.8.1 The Contract does not give rise

to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

15.8.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

15.9 Escalation.

15.9.1 If the parties are unable to reach agreement on any issue concerning the Contract or the Services within 14 days after one party has notified the other of that issue, they will refer the matter to the relevant representative of each party specified in the Contract Details in an attempt to resolve the issue within 14 days after the referral.

15.9.2 Either party may bring proceedings in accordance with clause 15.11 if the matter has not been resolved within that 14 day period, and either party may bring proceedings to protect its Intellectual Property Rights or Confidential Information in any jurisdiction, whether or not any issue has been escalated under this clause.

15.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall

be governed by, and construed in accordance with the law of England and Wales.

15.11 Jurisdiction.

15.11.1 Subject to clause 15.11.2, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

15.11.2 Notwithstanding clause 15.11.1, the parties irrevocably agree that each party shall have the right to take, and shall not be prevented from taking, proceedings to settle any dispute or claim in respect of any alleged or actual infringement of its Intellectual Property Rights arising out of, or in connection with, this Contract in any other court of competent jurisdiction.