

**CONSULTANCY AGREEMENT
FOR EXPERT WITNESS SERVICES**

THIS AGREEMENT is made the 19 November 2024

BETWEEN

(1)

_____ the parties for the Consulting Services.

IN AGREEMENT of the above, each party _____

For the Treasury Solicitor

[REDACTED]

[REDACTED]

██████████

██████████
██████████

████████████████████

SCHEDULE 1

1. Interpretation

1.1 In this Agreement, the following expressions shall have the following meanings:

"Confidential Work" means the activities on which advice and assistance is given by the Consultant in the course of the supply of the Consulting Services.

"Intellectual Property Rights" means patents, registered designs, trade marks and service marks (whether registered or not), domain names, copyright, design right, trade secrets, know how and all similar property rights in inventions, computer programs, designs, and Confidential Information and other intellectual property rights whatsoever and wherever subsisting;

"University Contract" means the current contract of employment between the Consultant and the University.

2. Consulting Services

2.1 The Consultant will provide the Consulting Services to the Company in accordance with the terms of this Agreement.

2.2 Any change to the Commencement Date, the Consulting Services, or the Fee shall be agreed in writing between the parties.

2.3 The Company will provide instruction and support to the Consultant in respect of the Consulting Services, and the Consultant will perform the Consulting Services with proper skill and diligences at all times and comply with all reasonable instructions given by the Company in so far as they relate to the Consulting Services.

2.4 If the Consultants either together or individually are instructed by the court to provide a joint report with other experts, the arrangements for the date, time and location of the meeting, and the content of any agenda will be agreed directly by the experts. In the spirit of the Lord Woolf reforms, legal representatives of the parties should not attempt to direct the discussions between experts through a detailed agenda.

3. Consultant's Status

3.1 The parties agree that the Consultant shall at all times remain an employee of the University and shall not be deemed to be an employee of the Company by virtue of the Consulting Services.

- 3.2 The direction of the Consultant's work in so far as it relates to the Consulting Services shall be at the risk and exclusive responsibility of the Company.
- 3.3 The University shall not be liable for any act or omission on the part of the Consultant in respect of the execution of the Consulting Services.
- 3.4 The University shall be responsible for disciplinary and grievance procedures, and other employment issues but both the University and the Company will be required to fully cooperate in any harassment complaint raised by the Consultant which arises in respect of the Consulting Services provided under this Agreement, and the parties agree that any disciplinary complaint which might result in the termination of the Consulting Services, will be heard jointly by the Company and the University.
- 3.5 It is agreed that neither the University nor the Company will unlawfully discriminate against the Consultant within the meaning of the Equality Act 2010, or any enactment relating to discrimination in employment and both the University and the Company will take all reasonable steps to secure the observance of this provision by all of its staff or agents.
- 3.6 The University and the Consultant agree that the terms of the University Contract are hereby amended to the extent necessary to give effect to the terms of this Agreement.

4. Fees and Expenses

- ## 4.1

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- 11

4.5

5. **Liability**

5.1 Although the University will use all reasonable endeavours to procure that the Consultant performs the Consulting Services, the University does not undertake that work carried out under or pursuant to this Agreement will lead to any particular result, nor is the success of such work guaranteed, and the University will be under no liability in respect of the same.

5.2 The Company acknowledges that neither the Consultant nor the University accepts any responsibility for, nor shall the Consultant or the University be liable in respect of, any work done or advice or information given by the Consultant to the Company in respect of or in connection with the Consulting Services provided under this Agreement; and the Company undertakes to release the Consultant and the University from any liability howsoever arising for any acts or omissions in respect of the work done under or in connection with this Agreement.

5.3 The liability of the University for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to any incidental or consequential damages or losses including (without limitation) loss of profits. In any event, the Company accepts and agrees that the maximum liability of the University under or otherwise in connection with this Agreement or its subject-matter shall not exceed the return of the monies paid by the Company under this Agreement.

5.4 Nothing in this Agreement is intended to restrict or in any way exclude liability for death or personal injury as a result of negligence or for fraudulent misrepresentation.

5.5 Except as expressly provided in this Agreement, any conditions, warranties, representations or other terms express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

6. **Confidential Information**

6.1 The Consultant shall not, other than with the prior written consent of the Company, use or disclose to any third party:

6.1.1 any information arising from or in respect of the Consulting Services;

6.1.2 any information arising from or in respect of the Confidential Work.

6.2 The Consultant may wish to publish academic papers, participate at conferences, and collaborate with other academics as a result of his work during the Services, but shall only use material generated during his Services for any of these purposes with the prior written consent of Company (not to be unreasonably withheld).

6.3 The above commitment of confidentiality shall not apply to any information which is already in or comes into the public domain otherwise than through the fault of the Consultant.

7. Intellectual Property

7.1 If Intellectual Property Rights are generated during the course of the Consulting Services, then the arising Intellectual Property Rights shall, subject to any existing third party rights, absolutely belong to the University.

7.2 The Consultant shall not and the Company shall not require the Consultant to disclose or make use of any Intellectual Property Rights belonging to the University unless such disclosure or use is the subject of a separate written licence between the University and the Company.

8. Data Protection

8.1 Each party shall comply at all times with the Data Protection Act 2018, the General Data Protection Regulation (UK GDPR), and any relevant replacement/subsequent UK privacy legislation, for the purposes of performing its obligations and exercising its rights under these terms and conditions (“Data Protection Legislation”) and shall not perform its obligations under this Agreement in such a way as to cause the other party to breach any of its obligations under the Data Protection Legislation.

9. Termination

9.1

Category	Value (approximate)
1	9.1
2	9.1
3	9.1
4	1.5

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

9.3.2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. **Bribery Act 2010**

10.1 Both parties shall:

10.1.1 comply with all relevant requirements which shall mean all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and any amendment thereto;

10.1.2 comply with and maintain in place throughout the term of this Agreement its own anti-bribery and anti-corruption policies as well as Adequate Procedures (as defined in S7(2) of the Bribery Act 2010 and the guidance provided under S9); and

10.1.3 not engage in any activity, practice or conduct which would constitute an offence under S1, 2 or 6 of the Bribery Act 2010.

11. **General**

11.1 No party to this Agreement may assign or sub-contract any of their rights or obligations to other parties.

11.2 Any notice given under this Agreement shall be deemed well served if it is sent by recorded delivery addressed to the address above. The day of service shall (unless the contrary is proved) be deemed to be two days after the date of posting.

11.3 This Agreement does not create any partnership or agency relationship between the parties.

11.4 No party shall be liable for any loss, damage or delay in performing its obligations under this Agreement if that delay is caused by circumstances beyond its reasonable control (including, without limitation, any delay caused by an act or omission of another party) and it will be entitled to a reasonable extension of time for the performance of its obligations.

11.5 No failure to enforce a right by either party shall constitute a waiver under this Agreement.

- 11.6 This Agreement constitutes the entire understanding between the parties relating to the provision of these services and supersedes all prior arrangements or promises in relation thereto only and may only be varied with the prior written agreement of each party.
- 11.7 This Agreement shall be governed by and construed in all aspects in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.