

Proposal Request – Market and technological needs for battery storage in developing countries and emerging economies

The Faraday Institution requests proposals for a scoping study to define the market and technological needs and opportunities for battery storage in developing countries and emerging economies. The proposal will comprise this summary form and an annex setting out your proposed work in sufficient detail to allow the Faraday Institution to assess your methodology and capabilities, which will include the experience of the individuals who will perform the work.

Requirement

The requirement is set out in the terms of reference at Annex A. The objective is to identify the technological and market needs and opportunities for battery, electrochemical or other energy storage technologies, with a focus on developing countries and emerging economies both on-grid and those with significant off-grid and weak grid populations. The current technological landscape in both low and middle countries (particularly in Sub-Saharan Africa and South Asia) and in the UK need to be understood as this may feed into defining what the future technological needs might be.

The final deliverables are:

A report will be produced that will be used by the Faraday Institution, the Department for International Development (DFID), the Department for Business, Energy & Industrial Strategy (BEIS), and others to develop a business case for potential ODA-funded R,D&D and innovation support in this area.

Price

Detail of pricing Breakdown	Price (INC VAT)
<p>Total cost:</p> <p>Bid should break down cost by</p> <ul style="list-style-type: none"> • Staff costs/time • Travel and subsistence • Other costs <p>The delivery methodology, and other supporting material should be attached as an annex.</p>	

Compliance

Please note that by completing and returning this quotation form you are confirming an offer which is made against Faraday Institution terms and conditions (Annex B) and which, to your best knowledge, meets our requirements as set out in the terms of Reference (Annex A). Should this NOT be the case please make this clear in your proposal. Faraday Institution reserves the right not to consider any quotation which is not in compliance with our requirement or terms.

All questions and or return of quotation should be directed to:

lan.ellerington@faraday.ac.uk with the email subject starting PROPOSAL.

Please return your quotation by NOON on Wednesday 6th March 2019

COMPLETED BY CONTRACTOR

Validity Period

This quotation is valid until (date)

Supplier details:

For and on behalf of: (insert supplier company name and Company Number)

Person submitting quotation: (name)

Telephone and email details:

Dated:

Annex A – Statement of Requirement

Scoping study to define the market and technological needs and opportunities for battery storage in developing countries and emerging economies

Introduction

The Faraday Institution is the UK's independent institute for electrochemical energy storage science and technology, supporting research, training, and analysis. We bring together scientists, industry partners, and government funding with a common goal. We invest in collaborative research to reduce battery cost, weight, and volume; to improve performance and reliability; to develop scalable designs; to improve our manufacturing; to develop whole-life strategies from mining to recycling to second use; and to accelerate commercialisation.

Bringing together expertise from universities and industry, and as part of the Faraday Battery Challenge, the Faraday Institution endeavours to make the UK the go-to place for the research, development, manufacture and production of new electrical storage technologies for both the automotive and the wider relevant sectors.

The Faraday Institution funds application-inspired basic research in electrochemical energy storage. The most promising research coming out of the Institution will be developed for real-world use through the pipeline of innovation and application established through the Faraday Battery Challenge. This model will discover new materials, leading to game-changing tech breakthroughs.

We will sponsor a national curriculum in energy storage science and provide technology education opportunities to invigorate regional and national workforce development. This will provide new models of education and training for skilled workers while creating new and expanded employment.

With respect to this scoping study the Faraday Institution is collaborating with the UK Department for International Development (DFID), the Department for Business Energy and Industrial Strategy (BEIS) and UK Research and Innovation (UKRI) to scope out the potential needs and market for battery technology internationally in Overseas Development Assistance (ODA)-eligible countries. This scoping study builds on the results of an initial consultation meeting held at Christchurch College on the 14th November 2018, and the outputs of that meeting will be made available to all bidders.

Overview of requirement

The growth in battery technologies, particularly those used in electric vehicles, is fuelling a rise in electrochemical energy storage, particularly batteries, in a range of other static and dynamic applications.

The UK aspires to be the world-leader in the development of new battery technologies in both the automotive and other energy storage sectors. The skills, knowledge and capabilities which will be developed in this process also provide opportunities to apply these battery technologies more effectively in emerging economies, in particular supporting those countries where the grid has not reached large portions of the population and/or where existing grid infrastructure is weak.

There is, therefore, a need to understand the size and shape of the current markets for energy storage in these countries and the future opportunities that may develop as the technologies mature.

There is also a secondary requirement to understand and compare the current technological landscape of the static storage market in the UK, and other countries as this may help understand future requirements

in developing countries and identify potential synergies between the two.

Objective

To identify the technological and market needs and opportunities for battery, electrochemical or other energy storage technologies, with a focus on developing countries and emerging economies both on-grid and those with significant off-grid and weak grid populations. The current technological landscape in both low and middle countries (particularly in Sub-Saharan Africa and South Asia) and in the UK also needs to be understood as this may feed into defining what the future technological needs might be.

A report will be produced which will be used by the Faraday Institution, the Department for International Development (DFID), the Department for Business, Energy & Industrial Strategy (BEIS), and others to develop a business case for potential ODA-funded R,D&D and innovation support in this area.

The Scope

- All battery technologies including both batteries in first and second life
- Other energy storage technologies
- This is expected to be primarily desk-based research, but we are open to tenders that offer innovative suggestions for meeting the requirements.

The Requirements

The report will address at the following questions:

- What are the current potential use cases for batteries in developing/emerging countries? These include, but are not limited to, the following:
 - Off-Grid households – as part of household solar systems and lanterns
 - Off-Grid villages/towns – as part of mini-/micro-grids
 - Diesel genset replacement
 - Off-Grid electric cooking
 - Stand-alone commercial/industrial/agri-processing
 - Off-Grid power for critical infrastructure (e.g. clinics, schools)
 - Disaster Relief
 - Streetlighting
 - In house grid-connected power storage/backup power
 - Larger scale grid storage/balancing
 - EVs especially for taxis, buses, motorbikes/boda bodas, tuk tuks etc
- What is the **estimated market potential** for each and what is the breakdown between these applications and the **geographies** considered?
- How **sensitive are the identified use cases to the eight technical gaps** identified by the Faraday Battery Challenge; cost, energy density, power density/fast charging, safety, 1st life,

temperature, predictability, recyclability? If the emphases are different, how do they differ from the Faraday Battery Challenge and which are likely to be the technical gaps that are prioritised and what are the barriers to achieving them? A preliminary assessment of this from the November scoping meeting is attached.

- Electric vehicle uptake is driving down the cost of Li-ion battery chemistries. What new opportunities might this scale and cost reduction offer in static applications in on-grid, weak-grid and off-grid contexts? How might **other battery chemistries and technologies**, less suited to mobile applications, play a part in these applications? What advantages might these different technologies have over Li-ion? What innovations in battery technology might be expected? How might that impact battery manufacturing, including in the UK?
- What is the current **technological landscape** for static energy storage in the UK and what is the UK offer in this sector internationally? What technical solutions are currently being implemented? What are the advantages of using the different technologies? What applications are being served? How do they interact with the grid and what benefit do they afford?
- What are the potential **policy, regulatory and safety** barriers that may need to be overcome to fully exploit the potential of battery energy storage? Are there, for example, requirements around considerate recycling and disposal of batteries at end of life? How might this affect the market opportunities identified above?
- If the Faraday Institution and DFID, BEIS and UKRI, were to develop a **programme targeting energy storage in international weak/off-grid contexts** what would be the best vehicle(s) for delivering this programme, addressing prioritised market opportunities and technical barriers/needs as identified in the study? A review of current funding and delivery mechanisms and a recommendation on the best way to implement and deliver such a programme should be included in the report. A meeting to discuss potential delivery mechanisms for a future funding programme would be arranged once the study is underway.

Indicative Budget

Our indicative budget for this activity is £50,000 to £100,000 excluding VAT. Any bids proposing costs higher than this will be expected to provide evidence within the methodology including any robust justification for the additional funds. Tenderers should quote their price in accordance with the price schedule guidance, the figure before VAT is the figure that will be used for evaluation.

Reporting

- An annotated outline of the final report should be presented within 2 weeks of the start of the contract
- A draft final report should be presented ahead of an industry/stakeholder event to be organised by the Faraday Institution and UKRI, where the draft findings of the report will be discussed, at which the contractor will be expected to present a PowerPoint version of the draft report
- The final report and PowerPoint, updated following comments from consultation event and from the Faraday Institution and collaborating government bodies, will be delivered by and presented at a funders meeting.

Follow-on

- This study will be used as the basis of a stakeholder consultation event with industry and existing Innovate UK grantees, providing market information to the industry
- It will also input into the meeting of prospective funders of an international battery energy storage programme will be held in April/May which would define likely follow-up
- The study is intended to form the basis of business case prepared by Faraday/UKRI to DFID, BEIS, GCRF and other prospective funders.

Timeframe

The total anticipated duration of the project is in the order of 3 months.

Contact points

The consultant is expected to report directly to Andrew Deadman, who will be on secondment to Faraday Institution and managing the study on behalf of the Faraday Institution under the supervision of Ian Ellerington (Faraday Institution) and in consultation with the International Faraday scoping steering group including DFID, BEIS and UKRI. It is expected that the consultants will provide a brief update on progress to Andrew Deadman not less than every 2 weeks during the study period, at which members of the steering group may periodically attend.

For questions about this opportunity, contact Andrew.deadman@npl.co.uk or Ian.ellerington@faraday.ac.uk

Competition Process and Assessment Criteria

The assessment criteria will be:

- Proposed methodology (30%)
- Technical expertise on energy storage / battery technologies for storage applications (20%)
- Expertise in developing/emerging economy energy markets (15%)
- Knowledge of UK energy markets (desirable) (10%)
- Value for money / price (25%)

Each criterion will be scored through a paper sift. The assessors may invite one or more bidders for a clarification interview prior to making a final decision. The proposals will be re-scored after the interview. Scoring below a set hurdle rate in any criterion will eliminate the proposal.

The highest scoring proposal will be invited to agree final contract terms and start work in the first half of March 2019.

In view of the relatively short timeframe for the work to be completed and range of technical, market and geographical experience needed, we would expect more than one individual consultant to be proposed – however this is not a condition. Faraday Institution reserves the right to halt this competition at any time and not award the contract.

Annex B – Faraday Institution Service Agreement Terms

FARADAY INSTITUTION

CONSULTANCY SERVICES AGREEMENT

This consultancy services agreement ("the Agreement") is dated [date] and is made between: **The Faraday Institution** incorporated and registered in England and **Wales** with company number 10959095 whose registered office is at Quad One, Becquerel Avenue, Harwell Campus, Didcot, Oxfordshire, OX11 0RA and [company name], a company registered in England and Wales with registered number xxx, whose principal place of business is xxx ("You, Your") hereinafter jointly referred to as "Both of Us"

WHEREAS

A You are in the business of providing feasibility studies, supply of expert opinion, protocol review, policy review, general consulting and advisory activities and We would like You to provide, and You are willing to supply such services and to assign all rights in any results of such services to Us, on the terms and conditions in this Agreement

BOTH OF US HEREBY AGREE AS FOLLOWS

1 Definitions.

1.1 The following terms have the meanings set forth below whenever they are used in this Agreement:

- "Consultant" means You and/or each of Your staff who have been approved by Us to perform the Services.
- "Commencement Date" means the commencement date of the Services, set out in Schedule A.
- "Deliverables" means any material and/or results (whether tangible or intangible material) generated by the provision of the Services.
- "Delivery Date" means the date for the delivery of the Services as specified in the applicable Project Schedule or as otherwise agreed in writing by Both of Us from time to time.
- "Licence" means the licence granted to You by Us to use the Faraday Materials in performance of the Services, and which shall apply for the Term subject to the provisions of this Agreement.
- "Faraday Code of Conduct" means Our code of conduct relating to the performance of the Services by a Consultant, as provided to You and as amended by Us from time to time.
- "Faraday Materials" means Faraday equipment, documents and other materials supplied by Us to You for the sole purpose of enabling You to deliver the Services.
- "Fee" means the fee for the Services, as set out in the Project Schedule, or as otherwise agreed in writing by Both of Us.
- "Project Schedule" means a document substantially in the form of Schedule A attached hereto and agreed in writing by Both of Us, setting out the details of the Services to be provided to Us such that each Project Schedule will form an agreement separate from all the other Project Schedules and each Project Schedule shall be subject to the terms of this Agreement to the exclusion of all other terms and conditions.

- “Services” means Your services to Us, set out in the Services Specification or as otherwise agreed in writing by Both of Us.
- “Services Specification” means the specification setting out the Services to be provided by You and any Delivery Dates and Deliverables, as set out in Schedule A.
- “Term” means the duration of this Agreement and of Your Licence to use the Faraday Materials, set out in Schedule A or such other term as otherwise agreed in writing by Both of Us.

- 1.2 Except for the purposes of Clause 16, all references to 'in writing' shall include documents sent and communications conducted by email.

2 Projects

- 2.1 Upon Our identification of a project We shall prepare a request for quotation and We may discuss Your availability for the project with You.
- 2.2 We shall not be obliged to offer You any project and You are not obliged to agree to any Project Schedule pursuant to this Agreement, but if You respond to Our request for quotation, You shall not unreasonably refuse to agree to a Project Schedule which We might prepare for You.
- 2.3 Once Both of Us have agreed on the scope and timescales for the Services to be carried out by You, We shall prepare a Project Schedule. The signature of a Project Schedule by You and Us shall constitute a legally binding contract under which You agree to deliver the Services and We agree to pay the Fees, subject to the terms and conditions of this Agreement.
- 2.4 The Fee shall be fixed price, unless otherwise set out in the Project Schedule.
- 2.5 We will provide any Faraday Materials to You if required to enable You to perform the Services, and You will provide all other equipment, resources and materials necessary to deliver the Services, unless otherwise stated in the relevant Project Schedule or agreed in writing.
- 2.6 At any time before completion of the Services We may request modification to the Services and/or Delivery Dates and You shall not unreasonably refuse such request provided that Both of Us have mutually agreed the modification and any corresponding change to the Fees and Delivery Dates in writing. Such changes shall be incorporated into an updated Project Schedule which shall be signed by Both of Us or shall be otherwise agreed in writing.
- 2.7 Project Schedules and/or amendments thereto (including modifications pursuant to Clause 2.6) shall not be effective or binding unless agreed in writing by Both of Us.
- 2.8 Both of Us shall meet or speak on a weekly basis, or as otherwise agreed according to the nature of the Services, in order to review the Services and Your progress against the Project Schedule. We shall provide feedback to You on Your progress and You shall provide the Services taking into account such feedback.
- 2.9 You agree that Consultants must sign Our confidentiality agreement and agree to comply with Our Codes of Conduct and policies including social media, use of information, anti-harassment and bullying, non-smoking and dress code and all applicable laws and regulations including anti-bribery and corruption.
- 2.10 You may not delegate or sub-contract any obligation under this Agreement without Our prior written consent. Any such consent will not relieve You of Your obligations under this Agreement and You shall be liable for all acts or omissions on the part of Your subcontractors as though they were Your acts and omissions.

3 Delivery of Services

- 3.1 You shall provide the Services in accordance with:
- a) the scope and terms set out in the Project Schedule and Services Specification;
 - b) any agreed Delivery Dates; and
 - c) Faraday's Code of Conduct.
- 3.2 Subject to You complying with the Services Specification and Delivery Dates, You shall manage Your time and location of working appropriately to meet Your obligations under this Agreement.
- 3.3 You shall at all times comply with all laws and regulations that apply to Your obligations under this Agreement.
- 3.4 We may monitor Your provision of the Services, and We may use reasonable measures to assess Your provision of the Services. If You have failed to comply with Faraday's Code of Conduct, or if the Services fail to comply with the Services Specification or with any of Our quality standards that We inform You of, or with Our reasonable expectations then We shall notify You in writing of the nature of the failure and We shall at Our sole discretion either:
- a) Request that You remedy the non-compliance and redeliver the Services as appropriate at Your own expense and within ten working days (or a mutually agreed period) of receipt of such notification; or
 - b) Remove You from the delivery of the Services whereupon this Agreement or the applicable Project Schedule shall immediately terminate.
- 3.5 If a Services Specification is terminated under this Clause 3.4b), or if You have not remedied any non-compliance in accordance with Clause 3.4a), then We shall only be liable to pay You the proportion of the Fees due in respect of Services that have been properly delivered by You and You agree to repay any applicable Fees already paid by Us for any non-complying or terminated Services.

4 Faraday Materials

- 4.1 Subject to the terms and conditions of this Agreement and the applicable Project Schedule, We grant to You a personal, non-transferable and non-exclusive Licence to use the Faraday Materials for the sole purpose of performing the Services.
- 4.2 You may make copies of the Faraday Materials but only as reasonably necessary for Your performance of the Services, and You shall reproduce all of Our copyright and other notices on all such copies. All such copies shall be part of the Faraday Materials and shall be subject to the terms and conditions of this Agreement.
- 4.3 You agree that:
- a) You will not sell, assign, license, lease, rent, loan, lend, transmit, network, or otherwise distribute, transfer or make available the Faraday Materials in any manner to third parties except for the purposes of providing the Services;
 - b) You will use the Faraday Materials for Your own internal purposes only and solely to provide the Services and You will not use the Faraday Materials to provide services to third parties through a service bureau or other arrangement;
 - c) You are expressly prohibited (except where expressly permitted in writing by Us) from adapting, modifying, merging, revising, improving, translating, upgrading, enhancing or creating derivative works of the Faraday Materials for any purpose;
 - d) You will take security measures sufficient to safeguard the Faraday Materials from theft or from access by persons other than You or Your authorised employees, subcontractors or agents; and
 - e) You will keep the Faraday Materials free and clear of all claims, liens and encumbrances.

5 Cooperation

- 5.1 Each party shall provide cooperation and support to the other in the performance of its obligations under this Agreement including, but not limited to:
- a) a reasonable level of responsiveness to requirements and communications;
 - b) the timely transmittal and release of appropriate and accurate documentation and information;
 - c) the prompt review and analysis of feedback provided and of work performed; and
 - d) the making available of competent personnel to assist when and to the extent as is reasonably requested.

6 Payment & Taxes

- 6.1 You shall submit invoices for the applicable Fees in accordance with the arrangements set out in the applicable Project Schedule and We shall pay such invoices within thirty (30) days of the date of the invoice. You shall not invoice Us for and We shall not be liable to pay any additional fees or expenses other than where these have been expressly agreed by Us in writing in advance, or provided for in the Project Schedule. You acknowledge that any delay in submitting Your invoice may extend the payment terms.
- 6.2 The Fees are exclusive of value added tax (or its equivalent), which shall be paid by Us at the then-current rate. You shall be liable for all other national, European Union, sales, excise, state, local or other taxes or customs duties applicable in respect of all Fees.
- 6.3 We shall notify You promptly if We reasonably believe that any invoice is incorrect and shall be entitled to dispute such invoice and withhold payment of any disputed amounts until such dispute is resolved. We will pay interest on any overdue undisputed sum due to be paid by Us to You at the rate of two (2%) percent per annum above the Bank of England base rate accruing daily from fifteen (15) days from the date upon which such sum became payable until the date of its payment.
- 6.4 You are solely responsible for the administration of all salary, tax, National Insurance (or equivalent in the Territory), performance appraisal, disciplinary, grievance and other employment-related matters in respect of You and/or Your employees howsoever arising in accordance with the applicable laws and regulations within the Territory.
- 6.5 You hereby agree to pay any and all demands for income tax, National Insurance Contributions (or equivalent in the Territory), employment or worker status related claims, or similar or related payments made against Us in respect of You, Your employees and/or subcontractors as a result of their engagement on delivery of Services under this Agreement and We may retain any fees or expenses owed to You to satisfy such demands in whole or in part at Our sole option.

7 Warranty

- 7.1 You warrant that the Services will be carried out with reasonable skill and care by Consultants who whose qualifications, technical knowledge and experience are appropriate for the tasks to which they are allocated.
- 7.2 You warrant that each Deliverable produced as a result of the Services shall be valid for a period of time specified to Us in writing, not less than 3 months.
- 7.3 If there is any breach of the warranty set out in Clause 7.1 or any other warranty in this Agreement You will remedy the breach at Your expense and will re-perform the applicable Services within ten (10) working days (or such other reasonable period as agreed by Us) of Our notification to You of the breach. If You are unable to remedy the breach to Our reasonable satisfaction You will refund the Fees paid in respect of the breaching Services whereupon this Agreement shall immediately terminate unless otherwise agreed in writing.

8 Personnel

- 8.1 Each party will advise the other party of any rules or health and safety procedures that must be complied with while on its premises. The visiting party will comply with any rules or health and safety procedures of which it is advised while it is on the other party's premises.
- 8.2 You will not remove a Consultant from delivery of the Services without reasonable cause. If You have reasonable cause to request that You or a member of Your staff is removed from delivery of the Services temporarily or permanently You shall ensure progress continues effectively on the Services without unreasonable interruption, either by replacing the member of staff or otherwise as agreed with Us.
- 8.3 Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, employee and employer, or principal and agent relationship between the parties. Each party's status with respect to one another is that of an independent contractor. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other or to hold itself out as having such a right.
- 8.4 You hereby agree to ensure that You have in force for the duration of this Agreement and for a period of not less than three (3) years afterwards appropriate insurance including professional indemnity insurance and public liability insurance to cover Your liabilities under this Agreement and You shall, at Our reasonable request, make available for inspection all relevant certificates and evidence of premiums being paid in respect of such insurance.

9 Limitation of Liability

- 9.1 Nothing in this Agreement shall exclude or limit either party's liability for (i) fraud or other criminal act, (ii) personal injury or death caused by the negligence of its employees in connection with the performance of their duties hereunder or by defects in any Deliverable supplied pursuant to this Agreement, or (iii) any other liability that cannot be excluded by law.
- 9.2 Except as provided in Clauses 9.1, 9.3 and 9.4, each party's maximum aggregate liability to the other party for any cause whatsoever shall be for direct costs and damages only and will be limited to the cumulative amounts paid under this contract .
- 9.3 Neither party shall be liable to the other for any losses whatsoever (whether lost future revenues, lost future profits, expenditure incurred to no benefit, or otherwise) suffered or incurred by the other party solely or substantially because a Project Schedule or this Agreement has been terminated.
- 9.4 Subject to Clause 9.1, We shall not be liable to pay any claim to reimburse or otherwise to indemnify You against any expenses or liabilities incurred by You in carrying out Your obligations under this Agreement, unless otherwise agreed by Us in writing.

10 Duration & Termination.

- 10.1 This Agreement shall become effective on the date above first written and shall continue unless and until terminated in accordance with the provisions of Clauses 3.4b), 7.3, 10.2 and/or Clause 10.2c).
- 10.2 Either party ("the Initiating Party") may forthwith terminate this Agreement or a Project Schedule at any time:
 - a) on giving written notice to the other party if the other party commits any material breach of any term of this Agreement and in the case of a breach which is reasonably capable of remedy fails to remedy that breach to the reasonable satisfaction of the Initiating Party within thirty (30) days of a written request to remedy the same; or
 - b) if the other party shall have a receiver or administrative receiver appointed over it or any of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction where the resulting entity shall

assume all of the liabilities of it) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on its business or if any substantially similar event shall take place under the laws of another jurisdiction; or

- c) if (in the case of termination of a particular Project Schedule) the obligations set out in that particular Project Schedule have been completed and all sums due have been paid; or
- d) if (in the case of termination of the Agreement), all Project Schedules that have been initiated are completed or terminated, and all sums due have been paid, upon the giving of one (1) months notice.

- 10.3 Immediately on termination of this Agreement, You will return all Faraday Materials in Your possession or under Your control to Us and destroy all copies thereof at Your expense and You shall certify in writing to Us that all copies have been destroyed, and You shall cease Your obligations under this Agreement and discontinue use of any of Our trademarks, logos, or branding materials.
- 10.4 The expiry of this Agreement or the termination thereof for whatever reasons shall be without prejudice to any other rights or remedies a party may be entitled to under law and shall not affect the respective rights and liabilities of either of the parties accrued prior to such termination.

11 Non-Compete

- 11.1 You agree that You shall not provide deliverables that are similar or the same as the Deliverables to another client of Yours without Our prior written consent.

12 Intellectual Property

- 12.1 We are the owner or licensee of the patent, copyright, trade secrets, trademarks and any other intellectual property rights which subsist in the Faraday Materials. Title to the Faraday Materials shall remain vested in Us or Our licensors. Any rights not expressly granted herein are reserved to Us.
- 12.2 You hereby assign all intellectual property rights in any Deliverables that You create under this Agreement to Us and You agree to perform all acts and execute all documents that may be required to perfect such assignment, and You shall and shall procure that all Consultants and third parties waive, to the fullest extent permitted by law, any moral rights (under applicable law of the author of a copyright work) existing in any Deliverables in which the intellectual property rights are assigned to Us in accordance with this Clause 12.2.
- 12.3 You shall defend at Your own expense any claim brought against Us alleging that the Deliverables infringe a third party patent, copyright, or similar right (hereinafter referred to as an "Intellectual Property Claim") and You shall pay any and all direct losses, costs and damages awarded by a Court or agreed in settlement, in respect of any Intellectual Property Claim, provided that We promptly notify You of the claim, allow You to control the defence or any settlement negotiations and cooperate with You in the defence of any claim.

13 Confidentiality

- 13.1 Confidential Information shall be defined as any information (whether disclosed in oral, written or electronic form) belonging or relating to a party's business affairs or activities and which: (i) has been marked as confidential or proprietary, (ii) has been identified orally or in writing as being of a confidential nature, or (iii) may reasonably be supposed to be confidential in the circumstances. For the avoidance of doubt, the Faraday Materials shall be considered to be Our Confidential Information for the purposes of this Clause 13.
- 13.2 Each party undertakes that for a period of five years from the date of disclosure it will not, without the prior written consent of the disclosing party, use, disclose, copy or modify the

disclosing party's Confidential Information (or permit others to do so) other than is necessary for the performance of its rights and obligations under this Agreement. In any event each party hereby agrees that it shall treat the disclosing party's Confidential Information with the same degree of care as it employs with regard to its own Confidential Information of a like nature and in any event in accordance with best current commercial security practices, disclosing such Confidential Information only to those of its employees, consultants and bona fide professional advisers who need to have such information for the purposes of this Agreement, and ensuring that such employees, consultants and professional advisers shall be bound by the same confidentiality obligations as are set out in this Clause 13.

- 13.3 The provisions of Clause 13.2 shall not apply to: (a) any information in the public domain otherwise than by breach of this Agreement; (b) information lawfully in the possession of the receiving party thereof before disclosure thereof by the disclosing party; (c) information obtained without restriction from a third party; and (d) information required to be disclosed by a court of competent jurisdiction, governmental body or applicable regulatory authority provided that the party under such duty to disclose shall use all reasonable endeavours to give the other party as much prior notice of such disclosure as is reasonably practicable and permissible by law.
- 13.4 You may not publicise Our involvement with You under this Agreement without Our prior written consent.

14 Assignment

You may not assign this Agreement or otherwise transfer any rights or obligations under this Agreement except with Our prior written consent.

15 Force Majeure

Neither party is responsible for failure to fulfil its obligations hereunder due to causes beyond its reasonable control that directly or indirectly delay or prevent its timely performance hereunder. Dates or times by which each party is required to render performance under this Agreement shall be postponed automatically to the extent that the party is delayed or prevented from meeting them by such causes.

16 Notices

All notices made pursuant to this Agreement must be made in writing. Any written notice to be given or made pursuant to the provisions of this Agreement shall be sent postage prepaid by registered or recorded mail or reputable courier service, addressed to the other party's address stated above and marked for the attention of the Company Secretary. Unless otherwise provided in this Agreement, all notices shall be deemed as given on the day of their receipt by the receiving party.

17 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous representations, agreements and other communications between the parties, both oral and written.

18 Law & Jurisdiction

- 18.1 In the event of any dispute arising under this Agreement the parties will attempt to settle it by mediation. The mediator shall be selected from the Ministry of Justice Civil Mediation Directory, subject to the agreement of both parties. Save in respect of late or non-payment of undisputed invoices, no party may commence court proceedings in respect of any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the parties have been unable to agree on a mediator or the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. Unless agreed otherwise the mediator's costs and expenses shall be shared equally between the parties.

Notwithstanding this Clause 18.1, nothing in this Agreement shall limit either party's right to seek injunctive relief.

18.2 Subject to Clause 18.1 each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any disputes arising out of or relating to this Agreement.

18.3 This Agreement shall be governed by English law.

19 Survival

The following clauses shall continue to be in effect after the termination or expiration of this Agreement: 1, 4.3, 6, 8, 9, 10.3, 10.4, 11, 12, 13 and 16 to 20 inclusive.

20 General

If any provision of this Agreement is adjudged by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties agree that the remaining provisions of this Agreement shall not be affected thereby, and that the remainder of this Agreement shall remain valid and enforceable. No waiver by either party of any term hereof shall constitute a waiver of any such term in any other case whether prior or subsequent thereto. No single or partial exercise of any power or right by either party shall preclude any other or further exercise thereof or the exercise of any such power or right under this Agreement. This Agreement may not be changed, modified, amended, released or discharged except by a subsequent written agreement or amendment executed by duly authorised representatives of each of the parties. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party that exists or is available apart from the Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorised representatives on the dates set forth below:

Signed for and on behalf of You.

Signed for and on behalf of Us.

Signature

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

A SCHEDULE A : Template for Project Schedule

This Project Schedule is dated [date] and is made between **The Faraday Institution** incorporated and registered in England and Wales with company number 10959095 and **Company**, with registered number xxx, whose principal place of business is place (“You, Your”), and is subject to the terms and conditions of the consultancy services agreement executed by the parties on [AGREEMENT DATE] (“the Agreement”). All terms shall have the meanings given to them in the Agreement unless explicitly stated otherwise.

We agree to purchase and You agree to supply the Services set out below.

A.1 Scope of Services and Specification

Details to be included

A.2 Timescales

Commencement Date is xxx

The term of this project unless agreed otherwise by Us is 1 year from commencement date.

A.3 Service Fees

The price for the Services is £ xxx/day excluding VAT. For the avoidance of doubt, part-days may be charged pro-rata based on an 8 hour day, with a maximum fee per day at the full daily rate.

We will also reimburse reasonable expenses properly and necessarily incurred in the course of the engagement, subject to production of receipts.

A.4 Invoicing and Payment Schedule

Invoices should be submitted on the last working day of each month that services are provided showing the days the of work provided in that month and the amount of the fee payable.

We will pay each invoice submitted in accordance with this schedule within 30 days.

IN WITNESS WHEREOF, the parties hereto have executed this Project Schedule through their duly authorised representatives on the dates set forth below:

Signed for and on behalf of You.

Signed for and on behalf of Us.

Signature

Signature:

Name:

Name:

Title:

Title:

Date:

Date: