

Key terms of a services agreement

1. Project delivery (section 3 of Part 2): This section requires you/your employer (“the Counterparty” as may be applicable) to use its reasonable endeavours (efforts) to ensure the accuracy of the reports it produces in relation to the research services (as agreed between you and us, the “Research Services”). In addition, each party is bound to provide sufficient resources to comply with its obligations and notify the others if there are circumstances likely to delay the project.
2. The Counterparty’s obligations (section 4 of Part 2): This section commits the Counterparty to providing the Research Services in accordance with good industry practice, applicable law and with reasonable skill and care. The Counterparty is also obliged to meet any timelines specified in the agreement, and The Alan Turing Institute will be entitled to terminate the agreement if those timelines are not met.
3. Section 4.3 puts an obligation on the Counterparty to obtain and maintain all necessary licences and consents to comply with applicable law in relation to the Research Services.
4. The Institute’s obligations (section 5 of Part 2): The Alan Turing Institute must co-operate as reasonably necessary with the Counterparty to enable the provision of the Research Services.
5. Insurance (section 6 of Part 2): The Counterparty is required to have and maintain in force sufficient insurance coverage to manage risks of liability under the agreement which include professional liability insurance (£1 million), employer’s liability insurance (£10 million and only if applying as a registered company), cyber and data insurance (£1 million) and public liability insurance (£1 million).
6. Fees and payment (section 7 of Part 2): the Counterparty can submit invoices at the start of each project Phase set out in the agreement. Invoices are to be paid by The Alan Turing Institute within 30 days of the date of the invoice.
7. Confidentiality obligations (section 8 of Part 2): Mutual obligations are included here to protect the confidentiality of each party’s information. Each party must keep confidential and secret any confidential information (as defined in the agreement). There are certain exemptions as to when Confidential Information can be disclosed, for example, if a party is required to do so by law.
8. Intellectual Property (section 9 of Part 2): Section 9.4 has the effect of transferring to The Alan Turing Institute ownership of any intellectual property rights created by the Counterparty when carrying out the Research Service (“Foreground IPR”), provided that The Alan Turing Institute has paid the applicable Fees. Under section 9.5, the Counterparty is permitted to use the Foreground IPR for the duration of the project to provide the Research Services to The Alan Turing Institute. Section 10.4 states that The Alan Turing Institute shall make all “Foreground IPR” produced as part of the agreed project activities publicly available according to the UK Research and Innovation Open Access policies. This has the effect of making the project results accessible for anyone, including the applicant, to use it for future work while requesting that authorship is always credited.
9. Nothing in the agreement has the effect of transferring ownership of any intellectual property rights that existed before the Research Services were undertaken. There may be circumstances where a party requires use of the other’s intellectual property rights which existed prior to the start of the agreement (“Background IPR”) and the agreement (section 9.6) permits each party to use the other party’s Background IPR to enable it to carry out its obligations as part of the project and under the agreement.
10. Publication (section 10 of Part 2): Work undertaken in relation to the project may be published and/or discussed in academic and learning activities subject to standard protections (i.e. submission to the other party of the intended publication for approval with the right for that party to delay or prevent publication where necessary to protect its Background IPR or confidential information).
11. Limitation and exclusion of liability (section 13 of Part 2): The Alan Turing Institute’s liability is limited to the greater of £1,000 or the fees paid or payable with a certain period of time, except in particular circumstances where liability cannot be limited lawfully (e.g. negligence causing personal injury). You/your employer (as applicable)’s liability is unlimited.
12. Termination (section 14 of Part 2): Either party can terminate the agreement for material breach by the other or if actions on insolvency are taken in relation to the other party. The Alan Turing Institute also has the right to terminate if the Counterparty fails to deliver the Research Services within any timeframes specified in the agreement.

Project name: Living with Machines Virtual Residencies

13. General provisions (section 15 of Part 2): Both parties will be subject to boilerplate clauses which includes governing law, dispute resolution, third party rights etc.

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Living With Machines Virtual Residencies