

SCHEDULE OF WORK

AND

CONSULTANCY AGREEMENT

Between

Burns Owens Partnership Ltd, trading as BOP Consulting

And

Arts and Humanities Research Council

Dated

2nd May 2024

SCHEDULE OF WORK 1

This Schedule of Work is made between The Arts and Humanities Research Council (**AHRC**), Polaris House, North Star Avenue, Swindon SN2 1FL (the "Client") and **Burns Owens Partnership Limited (T/A BOP Consulting)** 15 Southampton Place, London WC1A 2AJ, UK (the "Consultancy"). This Schedule of Work incorporates by reference the Consultancy Agreement dated [2nd May 2024] (the "Agreement").

The Consultancy shall provide the following Services on the terms set out below:

Commencement of Services: [28/02/2024]

Territory: [UK]

Services: [Evaluation Services as described in the 'XRtists proposal response' document]

Fees: The Client shall pay the Consultancy a fee of £114,500.

Basis/Frequency of invoicing: The Consultancy will invoice in 7 parts; As described in the Invoicing Schedule. Standard payment terms are 15 calendar days from the date of issue of invoices.

Payment:

FOIA Section 43 Commercial Information

Relationship Managers:

FOIA Section 40 Personal Data

The Client shall be permitted to make and the Consultancy agrees to comply with minor amendments to the SOW as required to reasonably accommodate the requirements of the Client at no additional cost to the Client provided that such amendments do not require the Consultancy to incur an increase in time or costs in fulfilling the Services.

Signed by duly authorized signatory for the Arts and Humanities Research Council

Signed by duly authorized signatory for Burns Owens Partnership Limited

FOIA Section 40 Personal Data

Consultancy Framework Agreement

1. Parties

- 1.1. Burns Owens Partnership Limited, trading as BOP Consulting ('The Consultant'),
- 1.2. The Arts and Humanities Research Council ('The Client')

2. Defined Terms

- 2.1. The words in Clause 14 shall have the meanings assigned to them in that Clause.
- 2.2. All other defined words or phrases shall have the meaning given to them when they first appear in that form.
- 2.3. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules.
- 2.4. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended extended or re-enacted and to any subordinate legislation made from time to time under that provision.

3. Appointment and Term

- 3.1. The Client appoints the Consultancy to carry out and the Consultancy agrees to provide the Services to the Client in the territory specified in the Schedule of Work 1 and in each subsequent Schedule of Work (SOW) in accordance with this Agreement.
- 3.2. Each SOW shall specify the Project(s) to be completed by the Consultancy and include the project fee and disbursement costs.
- 3.3. The signing by each party of any such agreed SOW shall form a separate contract between the parties. Each such contract shall be governed by the terms of this Agreement, including notice to terminate as per para 3.4. If there is any conflict between the terms of this Agreement and the terms of any SOW, the terms of the SOW shall take precedence.
- 3.4. This Agreement shall commence on the "Commencement Date" indicated in the Schedule of Work and continue until completion of the agreed services or within the terms or section 12 of the Agreement.
- 3.5. The Consultancy shall provide the Services with reasonable care and skill and to the best of his ability.

4. Notice periods

- 4.1. BOP's standard notice period is 30 days.
- 4.2. If this Agreement is terminated at any time by either party, the Consultancy will continue to provide the Client with Services during the notice period on the terms of this Agreement or terms of the SOW.
- 4.3. The Client will remain liable to reimburse the Consultancy for all fees, costs and expenses incurred by it in providing these Services during the notice period.

5. Remuneration

- 5.1. Unless otherwise stated, Consultancy remuneration comprises a day rate for the provision of consultancy services.
- 5.2. Unless otherwise stated, Consultancy remuneration comprises expenses for the provision of consultancy services.

6. Sterling/VAT

- 6.1. All fees, costs and expenses stated in this Agreement or in any quotation, estimate, or SOW. will be denominated in £ sterling and exclude VAT (unless otherwise stated) which shall be payable by the Client at the rate prevailing from time to time.

7. Invoicing and Terms of Payment

- 7.1. Fees will normally be invoiced as indicated in the Schedule of Work
- 7.2. The Consultancy shall receive payment of all invoices within the terms stated in the SOW.
- 7.3. The Client reserves the right to withhold payment of any invoice or part of an invoice which is not in accordance with this Agreement and shall on receipt of such invoice forthwith notify the Consultancy in writing of the reason for such withholding and, where applicable, pay the undisputed part of such invoice.
- 7.4. The Consultancy reserves the right to charge interest at the rate of 2% per annum above the base rate of HSBC Bank prevailing at the time on all invoices which remain unpaid after the due date.

8. Consultancy Services & Co-operation

- 8.1. The Consultancy will use its skill and expertise in the performance of the Services set out in Schedule of Work and each subsequent SOW.
- 8.2. The Consultancy will allocate suitable personnel with appropriate levels of experience and seniority to provide the Services. The Client acknowledges and agrees that it may be necessary for the Consultancy to replace the personnel with alternative personnel with the same levels of seniority and experience. The Client reserves the right to approve the change in personnel and to reject any such change if, in the Client's sole opinion, the replaced personnel is or are unsuitable.
- 8.3. The Client will give the Consultancy clear briefings and ensure that all the facts given about it, its products and services are accurate, while the Consultancy will co-operate fully with the Client and use reasonable care and skill to make the Work as successful as is to be expected from a competent research consultancy undertaking the Services in question. The Client will help the Consultancy do this by making available to the Consultancy all relevant information and co-operating with the Consultancy.

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9. Copyright and Other IP Rights

- 9.1. The Rights in all Material arising out of this contract vest in the Client unless different arrangements are made in writing. Any pre-existing business process or process owned by the Consultancy remains the property of the Consultancy.

10. Ownership and Custody of Materials

- 10.1. All Consultancy Material prepared by the Consultancy and paid for by the Client will be the Client's property. The Client also acknowledges that it shall have no rights in any computer software used by the Consultancy for the performance of the Services or the supply of the Consultancy Material.
- 10.2. The Consultancy will keep in its care materials entrusted to the Consultancy by the Client (the "Property"). The Consultancy will mark or otherwise identify the Property as being the property of the Client and will be responsible for its safekeeping.

11. Confidential Information

- 11.1. The parties acknowledge a duty not during or after the Term to disclose without the other's prior written permission any confidential information either concerning the other's business, its business plans, customers or associated companies.
- 11.2. The Consultancy shall where so requested by the Client impose obligations in terms equivalent to those in sub-clauses 11.1 on its own personnel and obtain written assurances from any third parties to whom Information has to be disclosed in order to enable the Consultancy to carry out its obligations under this Agreement.
- 11.3. For the avoidance of doubt, the restrictions in this clause 11 shall not prevent;
- the disclosure or use of Information in the proper performance of the Consultancy's duties;
 - the disclosure of Information if required by law;
 - the disclosure of Information which has come into the public domain otherwise than through unauthorised disclosure.

12. Termination

- 12.1. Either party may terminate this Agreement forthwith by notice in writing to the other if the other party:
- is in material breach of any of the terms of this Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within 30 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it; or
 - passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect; or becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; or ceases, or threatens to cease, to carry on business.

13. Survival of Obligations on Termination

- 13.1. The following clauses shall survive the end of the Term:
- Clause 9: Copyright and other intellectual property rights
- Clause 10: Ownership and custody of material
- Clause 12: Confidential information
- Clause 19: Notices

14. Definitions and Interpretations

- 14.1. The following words and phrases shall have the following meanings (except where the context otherwise requires):

Consultancy Materials means all content, text, artwork, copy, models, designs, photographs, in connection with accounts and all other material created by the Consultancy in connection with the Services;

Agreement means this Agreement and its Schedules together with all SOWs as attached from time to time;

SOW means the Consultancy's detailed written description of each Project, as agreed with the Client from time-to-time

Project means the sum of all those individual task(s) to be performed by the Consultancy in the delivery of the Services and which are as specified in detail in each SOW;

Rights means any copyright, extended or revived copyright, design right, registered design right, patent, performer's property right, trade mark, database right or any similar right exercisable in any part of the world, including any application for registration of any patent, trade mark, registered design or similar registerable rights in any part of the world;

Services means those services the Consultancy will perform for the Client and specified in the Schedule of Work in respect of the project fee;

Suppliers means suppliers of goods or services procured for the purpose of any Project;

Term means the period from the Commencement Date until the termination of this Agreement;

Working Day means a day on which the clearing banks in the City of London are open for business;

15. Data Protection

Each party shall ensure that any mailing list or customer database supplied to the other party shall comply with the requirements of all legislation in force from time to time including, without limitation, the Data Protection Act 2018 to meet GDPR regulations, and that each party shall comply with the relevant obligations of the Data Protection Act 2018. BOP Consulting's full Privacy Policy can be found [here](#).

16. Waiver

- 16.1. No whole or partial waiver of any breach of this Agreement shall be held to be a waiver of any other or any subsequent breach. The whole or partial failure of either Client or Consultancy to enforce at any time the provisions of this Agreement shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part of it or the right of either party to enforce subsequently each and every provision.

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17. Force Majeure

17.1. If due to war, strikes, industrial action short of a strike, import or export embargo, lockouts, accidents, fire, blockade, import or export embargo, flood, natural catastrophes or other obstacles over which the Consultancy has no control ("Force Majeure"), the Consultancy fails to perform any of its obligations under this Agreement, the Consultancy shall not be held responsible for any loss or damage which may be incurred as a result of such failure and the client shall not be responsible for any fees during this period. Should the event of Force Majeure continue for longer than two months, the party adversely affected shall have the option of terminating this Agreement immediately without further liability other than such liabilities as have already accrued when the Term ends.

18. Severance

18.1. If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

19. Notices

19.1. Any notice, invoice or other communication which either party is required by this Agreement to serve on the other party shall be sufficiently served if sent to the other party at its specified address at clause 1 (or such other address as is notified to the other party in writing) as follows:

- a) by hand;
- b) by registered or first class post or recorded delivery; or
- c) by facsimile transmission confirmed by registered or first class post or recorded delivery.

19.2. Notices sent by registered post or recorded delivery shall be deemed to be served three (3) working days following the day of posting. Notices sent by facsimile transmission shall be deemed to be served on the day of transmission if transmitted before 4.00 p.m. on a working day, but otherwise on the next following working day. In all other cases, notices are deemed to be served on the day when they are actually received.

19.3. This Agreement shall be construed in accordance with and governed by the law of England and Wales and both parties hereby irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or relating this Agreement or any alleged breach of it.

Signed by duly authorized signatory for the Arts and Humanities Research Council

Signed by duly authorized signatory for Burns Owens Partnership Limited

FOIA Section 40 Personal Data

Invoicing Schedule

Invoice number	Description	Timeline	Fee split	Invoice total (ex VAT)
FOIA Section 43 Commercial Information				
				

£114,200 ex VAT