

PILOT Terms & Conditions for Pilot Participants

THIS AGREEMENT IS DATED _____ **2024**

(1) CONNECTED PLACES CATAPULT

(2) [PARTICIPANT NAME]

PILOT PARTICIPATION AGREEMENT

SUBJECT TO CONTRACT

THIS AGREEMENT is made on the..... day of2024

PARTIES

- (1) **Connected Places Catapult** incorporated and registered in England and Wales with company number **11837978** whose registered office is at 3rd Floor, 170 The Pinnacle, Midsummer Boulevard, Milton Keynes, MK9 1BP (“**CPC**”); and
- (2) **[INSERT NAME]**, a company incorporated and registered in England and Wales with company number **[XXXXXX]** whose registered office is at **[insert address]** (the “**Pilot Participant**”).

BACKGROUND

- A. CPC is leading a pilot in relation to **[insert brief explanation of pilot]** on behalf of the Pilot Funder (as defined below).
- B. The Pilot Participant has experience, skills and expertise in **[insert description]**.
- C. CPC now wishes to contract the Pilot Participant to provide the Services detailed within Schedule 1.
- D. The Pilot Participant wishes to provide Services to CPC on the terms of this Agreement.

AGREED TERMS:

1. DEFINITIONS

- 1.1. In this Agreement the following expressions shall, unless the context otherwise requires, have the following meanings:
 - 1.1.1. **Commencement Date:** means the date set out in Schedule 1;
 - 1.1.2. **Confidential Information:** means any information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, services, affairs and finances of a Party, for the time being confidential to that Party and trade secrets, including (by way of illustration only and without limitation) technical data and know-how relating to the business of a Party or any of its business contacts, project plans, records of planned and actual expenditure, details of projects and experiments, proposals, applications and prospectuses, graphs, charts, presentations and documents, company financial information, details of intellectual properties (whether registered or unregistered) and applications for them, technical summaries, reports, details of organisations and their business processes, names and other contact details of individuals and organisations, and any information which a Party is told is confidential and information treated as confidential by either Party and any information which has been given to a Party, in confidence, by customers, Pilot Participants or other persons;
 - 1.1.3. **Data Protection Legislation:** means all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation; the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); 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 and the privacy of electronic communications;

SUBJECT TO CONTRACT

- 1.1.4. **Deliverables:** means all documents (being anything in which information of any description is recorded in any form and media), products and materials created or developed by or on behalf of the Pilot Participant as part of or in connection with the Services or this Agreement and all modifications and enhancements to them made by or on behalf of the Pilot Participant;
- 1.1.5. **Fees:** means the fees payable by CPC on behalf of the Pilot Funder to the Pilot Participant as set out in Schedule 2;
- 1.1.6. **Field:** means the field more particularly defined in Schedule 1
- 1.1.7. **Intellectual Property Rights:** means any patents, rights to inventions, copyright and related rights, knowhow, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
- 1.1.8. **Key Person:** means any individual named in Schedule 1 who shall provide the Services on behalf of the Pilot Participant;
- 1.1.9. **Law:** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Pilot Participant is bound to comply;
- 1.1.10. **Necessary Consents:** means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services;
- 1.1.11. **Parties:** means CPC and the Pilot Participant and “Party” shall be construed accordingly;
- 1.1.12. **Pilot Funder:** means the ultimate funder of the pilot, being **[insert name of pilot funder]**;
- 1.1.13. **Purchase Order:** means any purchase order for the Services submitted by CPC to the Pilot Participant;
- 1.1.14. **Schedules:** means Schedules 1 and 2 of this Agreement;
- 1.1.15. **Services:** means the services provided by the Pilot Participant to CPC as more particularly detailed in Schedule 1;
- 1.1.16. **Substitute:** means a substitute for the Key Person, if any, appointed to provide the Services;
- 1.1.17. **Term:** means the term of this Agreement as set out in Clause 2 below;
- 1.1.18. **Termination Date:** means the date of the termination of this Agreement howsoever occasioned;

SUBJECT TO CONTRACT

- 1.1. The headings to the clauses are for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.2. In this Agreement references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or modified by other provisions, from time to time, (whether before or after the date of this Agreement) and shall include references to any provisions of which they are re-enactments (whether with or without modification).
- 1.3. Words expressed in the singular shall, where the context so requires or permits, include the plural and vice versa.
- 1.4. References in this Agreement to anything which any Party is required to do or not to do shall include their acts, defaults and omissions.
- 1.5. Any words following the terms 'including', 'include', 'in particular', 'for example' 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.

2. TERM

- 2.1. This Agreement shall commence on the Commencement Date and shall continue thereafter until the earlier of:
 - 2.1.1 [insert length of contract in years or months],
 - 2.1.2 termination of this Agreement pursuant to Clause 12 of this Agreement, or
 - 2.1.3 completion of the provision of the Services in accordance with Schedule 1.

3. DUE DILIGENCE AND WARRANTY

- 3.1. Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by CPC in respect of any information which is provided to the Pilot Participant by CPC and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 3.2. The Pilot Participant shall promptly notify CPC in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by CPC which materially and adversely affects its ability to perform the Services.

4. FEES AND EXPENSES

- 4.1. Subject to the terms of this Agreement, CPC shall pay to the Pilot Participant the Fees as detailed in Schedule 2.
- 4.2. CPC will issue Purchase Orders based upon the fees and stages identified in Schedule 2. The Pilot Participant will submit an invoice for the amounts agreed in the Purchase Order and which bear the correct Purchase Order numbers.

SUBJECT TO CONTRACT

- 4.3. The Fees will be transferred by direct bank transfer into the Pilot Participant's nominated bank account within 30 days of the first working day following receipt by CPC of an appropriate and correctly submitted invoice. All Fees shall be payable to the Pilot Participant without deductions of any kind, save in respect of any monies owed by the Pilot Participant to CPC.
- 4.4. The Pilot Participant agrees to comply with all relevant laws and requirements relating to income tax, VAT, National Insurance and any other taxes and charges that apply to the Services which it provides under this Agreement. The Pilot Participant agrees to account for any taxes or charges due in respect of the Fees which the Pilot Participant earns for provision of the Services.
- 4.5. The Pilot Participant shall quote the Purchase Order number notified in writing by CPC on all invoices. Any invoices received by CPC without a relevant Purchase Order number being quoted will be rejected and returned to the Pilot Participant and, in such event, CPC will not be liable to the Pilot Participant for late payment or any consequence arising as a result of late payment of the Fees.

5. PERFORMANCE OF SERVICES

- 5.1. CPC shall engage the Pilot Participant for the Term and the Pilot Participant shall perform the Services and if a Key Person is named in the Schedules shall provide such Key Person to provide the Services.
- 5.2. The Pilot Participant undertakes to CPC to procure, to the best of its ability, the performance and observance by the Key Person, if such is named in Schedule 1, of all obligations under this Agreement and hereby acknowledges that any breach by the Key Person, if such is named in the Schedule 1, of any such obligations shall constitute a breach by the Pilot Participant for which the Pilot Participant shall be liable.
- 5.3. The Pilot Participant shall dedicate such time and resources as necessary to meet any deadlines with such due care, skill, attention and abilities as necessary to ensure the proper provision of the Services.
- 5.4. The Pilot Participant agrees to provide the Services as per the requirements in Schedule 1.
- 5.5. Each Party agrees that it shall comply with all applicable requirements of the Data Protection Legislation with respect to its processing of any personal data, as defined by Data Protection Legislation under this Agreement.
- 5.6. In the case of illness or accident, the Pilot Participant shall notify CPC immediately and shall provide such evidence as to the illness or accident as CPC shall reasonably require. The Pilot Participant shall provide a Substitute, in accordance with Clause 5.8, to complete the work. For the avoidance of doubt, the Pilot Participant will not be entitled to receive the Fees if the Pilot Participant is unable to perform the Services due to illness or accident.
- 5.7. If, in the reasonable opinion of CPC, any employee of the Pilot Participant is failing to perform the Services in accordance with this Agreement, then, without prejudice to the other rights conferred within this Agreement, CPC may request such employee be replaced with another suitably skilled employee of the Pilot Participant and the Pilot Participant will use reasonable endeavours to make such replacement within 5 days of written notice being received from CPC.

SUBJECT TO CONTRACT

- 5.8. The Pilot Participant may, with the prior written agreement of CPC appoint a suitably qualified and skilled Substitute to perform the Services, provided that the Substitute may, at CPC's discretion, be required to enter into direct undertakings with CPC, on terms no less onerous than this Agreement. If CPC accepts the Substitute, the Pilot Participant shall continue to invoice CPC in accordance with Clause 4 for time spent by the Substitute and shall be responsible for the remuneration of the Substitute.
- 5.9. The Pilot Participant shall supply the Services in a good, efficient and proper manner using reasonable skill and care with any Deliverables being of satisfactory quality.
- 5.10. The Pilot Participant shall maintain adequate and suitable minimum levels of insurance cover in respect of the Services to be provided pursuant to this Agreement and shall provide, promptly upon request, evidence of such insurance cover as CPC may reasonably request in this regard.
- 5.12. Please be aware that is a requirement to all applicants to perform customer evaluations activities as part of their feasibility work. These will be done in conjunction with the National Highways Customer Insight team whereby the applicants will test the outputs of their innovation project with a live pool of customers. These activities, that will account for 6-8 weeks, will need to be built into the project timeline. The results of the customer evaluation work will feed into the applicants' final feasibility report that shall be presented to National Highways at the end of the project.

6. INDEPENDENT STATUS

- 6.1. The Parties agree that the Pilot Participant is not and shall not be deemed to be an employee, director, agent or partner of CPC, and shall not hold itself out as such, for any purpose whatsoever.
- 6.2. The Pilot Participant agrees to indemnify CPC in full in relation to any liability arising from any employment-related claim (including reasonable costs and expenses) brought by the Pilot Participant, any Key Person or any Substitute against CPC arising out of or in connection with the Services.

7. AUTHORITY

- 7.1. Neither Party shall have power to nor shall they purport to have the power to bind the other in any way whatsoever, unless so directed in advance in writing.
- 7.2. Unless otherwise agreed in writing between the Pilot Participant and CPC, during the provision of the Services, in all dealings and transactions with any and all third parties, nothing shall render either Party the partner or agent of the other.

8. COMPLIANCE

- 8.1. The Pilot Participant shall ensure that all Necessary Consents are in place to provide the Services and CPC shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 8.2. Where there is any conflict or inconsistency between the provisions of this Agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Pilot

SUBJECT TO CONTRACT

Participant has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Pilot Participant has notified CPC in writing.

8.3. The Pilot Participant shall, and shall procure that employees of the Pilot Participant, perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

8.3.1. all applicable Law; and

8.3.2. if data is to be provided by CPC to the Pilot Participant, the terms of any data sharing agreement agreed between the Pilot Participant and CPC.

8.4. The Supplier shall at all times comply with the requirements of the Equality Act 2010 and all other statutory and regulatory requirements relating to non-discrimination, and shall not treat any person or group of people less favourably on the grounds of any of the protected characteristics set out in that Act.

9. INTELLECTUAL PROPERTY

9.1. In this Clause 9:

9.1.1. **Pilot Participant Foreground IPR** means all Intellectual Property Rights which results from or otherwise comes into existence as a result of the Pilot Participant's engagement as part of the Services excluding any Pilot Participant Background IPR;

9.1.2. **Pilot Participant Background IPR** means all Intellectual Property Rights owned by or licensed to the Pilot Participant, or developed by or on behalf of the Pilot Participant, in either case independently of the Pilot Participant's engagement as part of the Services; and

9.1.3. **Third Party IPR** means any Intellectual Property Rights whatsoever owned by a third party.

9.2. All Project IPR shall vest in and be owned by the Pilot Participant.

9.3. The Pilot Participant hereby grants to each of CPC and the Pilot Funder:

9.3.1. a non-exclusive, royalty-free, world-wide licence to use Pilot Participant Foreground IPR for internal non-commercial research purposes within the Field only, for a period of two (2) years from the Commencement Date; and

9.3.2. a non-exclusive, royalty-free, UK-only licence to Pilot Participant Background IPR which are necessary or desirable to enable CPC and the Pilot Funder to enjoy the rights granted under Clause 9.3.1.

9.4. For the avoidance of doubt, if the Pilot Funder requires additional or broader rights to Pilot Participant Foreground IPR or Pilot Participant Background IPR than those set out in Clause 9.3 it should liaise direct with the Pilot Participant direct. CPC will not broker additional Intellectual Property Rights between the Pilot Funder and the Pilot Participant than those set out in this Agreement.

SUBJECT TO CONTRACT

- 9.5. The Pilot Participant represents, warrants and undertakes that as at the date of this Agreement it has the right to grant to CPC the licences pursuant to clause 9.3.
- 9.6. The Pilot Participant shall promptly notify CPC of any claim or allegation that the Pilot Participant Background IPR or the Pilot Participant Foreground IPR infringes any Third Party IPR that arises out of, or in connection with, the Services or the Deliverables (including their receipt, use, supply or offer of supply).

10. CONFIDENTIAL INFORMATION

- 10.1. The Parties shall not, either during the Term (except in the proper performance of its or their duties) or at any time after the termination of this Agreement:
- 10.1.1. divulge or communicate to any person, company, business entity or other organisation;
 - 10.1.2. use for their own purposes or for any purpose other than the Purpose of CPC or
 - 10.1.3. through any failure to exercise due care and diligence cause any unauthorised disclosure,
- of any Confidential Information relating to the other or the Services.
- 10.2. These restrictions shall cease to apply to any information which becomes available to the public generally, otherwise than through the default of a Party; which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party, and the disclosing Party is not under any obligation of confidence in respect of that information; or where the disclosing Party has given prior written consent that the information may no longer be considered confidential; or where the Confidential Information is otherwise required to be disclosed by Law (in which case, where legal to do so, the disclosing Party shall give the owning Party as much notice as possible to the disclosure of the Confidential Information).

11. OTHER ACTIVITIES

- 11.1. Nothing in this Agreement shall prevent the Pilot Participant from being engaged, concerned or having any financial interest as agent, supplier, director, employee, owner, partner, shareholder or in any other capacity, in any other business, trade, profession or occupation during the Term provided that:
- 11.1.1. such activity does not cause a breach of any of the Pilot Participant's obligations under this Agreement; and
 - 11.1.2. the Pilot Participant shall not, engage in any activity which amounts to a conflict of interest with the Services or from which it is reasonably foreseeable that a conflict of interest could arise.

12. TERMINATION

- 12.1. CPC may at any time terminate this Agreement by giving written notice to the Pilot Participant of not less than 30 days.

SUBJECT TO CONTRACT

12.2. CPC may, at any time and without prejudice to any rights or claims it may have against the Pilot Participant, by notice in writing, terminate this Agreement immediately and without any liability to pay any remuneration, compensation or damages if:

- 12.2.1. the Pilot Participant commits any material or persistent breach of their obligations hereunder;
- 12.2.2. the Pilot Participant is placed into receivership or administration or liquidation or enters into an arrangement with its creditors;
- 12.2.3. there is any change in the legal status or the actual or effective ownership or control of the Pilot Participant; or
- 12.2.4. the Pilot Participant has been guilty of conduct which in the opinion of CPC brings the Pilot Participant or CPC into material disrepute.

12.3. Any delay by CPC in exercising such rights of termination detailed in this Clause 12 shall not constitute a waiver of them.

13. EFFECTS AND CONSEQUENCES OF TERMINATION

13.1. The Pilot Participant's engagement shall not continue at any time after it has been terminated by CPC, notwithstanding that the termination is before the expiry of the Term.

13.2. The expiration or earlier termination of this Agreement shall not affect:

- 13.2.1. such of its provisions as are expressed to operate or have effect afterwards (including any licence granted); or
- 13.2.2. any right of action already accrued to either Party, in respect of any breach of this Agreement, by the other Party.

13.3. In the event of termination under Clause 12.1, CPC shall be liable for the payment of the Fees, on a proportionate basis, up to the date of actual termination where the Pilot Participant has evidenced delivery up to that point.

13.4. All Confidential Information shall, at the request of the owning Party, be returned to that Party promptly following the termination, save that the other Party may retain one copy for audit or compliance requirements.

13.5. The Pilot Participant shall return to CPC on or before the Termination Date, in good repair and condition, all other property belonging to CPC, in its possession or control.

14. LIMIT OF LIABILITY

14.1. Neither Party shall limit its liability to the other for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation or anything for which a Party cannot legally limit or exclude or attempt to limit or exclude.

14.2. The Parties shall not be liable to each other for:

SUBJECT TO CONTRACT

- 14.2.1. any representation or misrepresentation;
 - 14.2.2. any implied warranty, condition or other implied term;
 - 14.2.3. any duty at common law; or
 - 14.2.4. any loss of profit, indirect, special or consequential loss or damages
- which arise out of or in connection with this Agreement.

14.3. Subject to Clause 14.1 and 14.2, each Party limits its liability under this Agreement to an amount equal to twice the value of the Fees.

15. ANTI-BRIBERY AND CORRUPTION

15.1. Each Party shall, and shall procure that any of its officers, employees or representatives shall, comply with all applicable laws, statutes, regulations and codes relating to anti-slavery and human trafficking, anti-bribery and anti-corruption including but not limited to:

- 15.1.1. the Bribery Act 2010;
- 15.1.2. the Modern Slavery Act 2015

15.2. A breach of this Clause 15 shall be deemed a material breach of this Agreement that cannot be remedied and shall entitle a Party to terminate this Agreement with immediate effect.

16. NOTICES

16.1. Any notice given under this Agreement shall be in writing and may be served:

- 16.1.1. By hand or first class post to the relevant party's registered office, and in the case of CPC addressed to CPC's "General Counsel"; or
- 16.1.2. by any other means which any Party specifies by written notice to the other.

16.2. A notice shall be deemed to have been served:

- 16.2.1. if it was served by hand, at the time of service; or
- 16.2.2. if it was served by post, 48 hours after it was posted.

For the avoidance of doubt, no notice shall be valid if served only by email.

17. DISPUTE RESOLUTION PROCEDURE

17.1. The Parties will attempt to resolve a dispute in good faith, whereby either Party shall give to the other written notice of the dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents;

- 17.1.1. the Party's respective Senior Project Managers shall attempt in good faith to resolve the dispute;

SUBJECT TO CONTRACT

- 17.1.2. if the Party's respective Senior Project Managers are unable to resolve the dispute within 30 days of receipt of the Dispute Notice, the dispute may be referred to the Party's respective Chief Executive Officers who shall attempt in good faith to resolve the dispute;
- 17.1.3. if the Party's respective Chief Executive Officers are unable to resolve the dispute within 30 days of it being referred to them, either Party may refer the matter to mediation in accordance with the mediation rules of the Centre for Effective Dispute Resolution (CEDR) in London. In that event, a mediator shall be agreed between the Parties, but in the event the parties cannot agree upon a mediator within 14 days from the referral to CEDR, then the president for the time being of the Institute for Chartered Accountants of England and Wales shall select a mediator. The costs of the mediation shall be borne equally between the Parties.
- 17.1.4. If the Parties are unable to resolve the dispute by mediation, or the matter is of such urgency or severity that mediation is not appropriate, then either Party may initiate court proceedings.

17.2. Clause 17.1 shall be without prejudice to the Party's other rights and remedies.

18. GENERAL

- 18.1. This Agreement embodies the entire understanding of the Parties in respect of subject matter and there are no promises, terms, conditions or obligations, oral or written, express or implied, other than those contained in this Agreement.
- 18.2. The Pilot Participant may not assign, transfer, sub-contract, or in any other way make over to any third party any of its rights or obligations under this Agreement without the consent of CPC, not to be unreasonably withheld.
- 18.3. No variation or amendment of this Agreement, or oral promise or commitment related to it, shall be valid, unless committed to writing and signed by or on behalf of both Parties.
- 18.4. Neither Party will be under any liability to the other in any way whatsoever for destruction, damage, delay or any other matters whatsoever of that nature arising out of war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fire, power shortage, explosion, earthquake, acts of God, flood, drought, or bad weather or the requisitioning or other act or order by any Government department, council or other constituted body ("Force Majeure Event"). If the Force Majeure Event prevents, hinders or delays the Parties performance of its obligations for a continuous period of more than 30 days, the other may terminate this Agreement immediately by giving written notice to the other.
- 18.5. This Agreement and the documents referred to in it are made for the benefit of the Parties and their permitted successors and assigns and are not intended to benefit, or be enforceable by, anyone else without the prior written approval of the Parties.
- 18.6. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

SUBJECT TO CONTRACT

18.7. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SUBJECT TO CONTRACT

This Agreement has been entered into on the date stated at the beginning of this Agreement

Signed by:
(Print Name) (Signature)

for and on behalf of **CONNECTED PLACES** onday of 2024
CATAPULT

Signed by:
(Print Name) (Signature)

for and on behalf of **[PILOT PARTICIPANT NAME]** onday of 2024

SUBJECT TO CONTRACT

SCHEDULE 1
THE SERVICES

Definitions as referenced in in Clause 1.1 of the Agreement

Commencement Date: [Insert Date]

Field: [Insert description of field in which Pilot Participant Foreground IPR can be used – see clause 9.3.1]

Key Person(s): [Insert Name]

Services:

[Insert Services/Requirements – This should reflect the requirements in the ITT]

Deadline: [Insert Date]

SUBJECT TO CONTRACT

SCHEDULE 2

FEES & PAYMENT

CPC will issue a Purchase Order number for each stage of the Services as detailed below using the pricing details contained in this Schedule 2.

The Pilot Participant will submit an invoice for the amount agreed in the Purchase Order and which bears the correct Purchase Order number.

The Pilot Participant will receive payment thirty days thereafter.