

Terms & Conditions

1 Appointment

- 1.1 Agenda1 Analytical Services Limited and the Client agree to the provision of the Services entirely upon the following terms and conditions.

2 Definitions

- 2.1 "Agenda1" means "Agenda1 Analytical Services Limited" a company registered in the UK under the number 5903736.
2.2 "the Client" means the person, firm, company or other body to whom Agenda1 shall provide the Services.
2.3 "Fees" means the fees (inclusive of disbursements) that may be charged by Agenda1 for the delivery of the Services as described in the quotation overleaf
2.4 "IPR" means all intellectual property rights, including all confidential information, patents, copyright, design rights, database rights, semi-conductor design rights.
2.5 "Material" means all materials, goods, documents, equipment or any other assets.
2.6 "Services" means the services to be delivered by Agenda1 to the Client as described overleaf
2.7 "Methods" means standard operating procedures developed by Agenda1 during the work

3 Delivery of the Services

- 3.1 Agenda1 agrees to use its reasonable endeavours to deliver the Services in the work plan overleaf.
3.2 Subject to other limitations contained within these terms and conditions Agenda1 shall ensure that the Services are delivered to a reasonable standard of quality.
3.3 Where a specific quality standard is requested by the client this will be specifically stated in the work plan Agenda1 agrees to use its reasonable endeavours to work to that quality standard.
3.4 Agenda1 may use Sub-Contractors to deliver the Services under the same terms.

4 Primary Obligations of the Client

- 4.1 The Client shall promptly provide any additional information or other consents required by Agenda1 in order to permit the delivery of the Services on time. If required the Client shall allow Agenda1 full access to the Client's premises and equipment to facilitate the delivery of the Services.

5 Materials

- 5.1 All Material provided by the Client to Agenda1 or the Sub-Contractors shall remain the Client's property. Such Material shall remain entirely at the risk of the Client. Neither Agenda1 nor the Sub-Contractors shall be liable for any loss or damage caused to this Material whilst in transit, possession or otherwise.
5.2 All Materials provided by the Client to Agenda1 shall be returned to the Client upon completion of the project or disposed of at cost to the Client.
5.3 All Materials purchased by Agenda1 or the Sub-Contractors shall remain the property of Agenda1 or the Sub-Contractor. Such Material may not be used by the Client except with the written consent of Agenda1

6 IPR and Publication Rights

- 6.1 New IPR created by Agenda1 or the Sub-Contractors solely in the course of delivery of the Services, excluding any new Methods (the "Foreground") shall be the property of the Client. For the avoidance of doubt, any new Methods developed shall be the property of Agenda1. All IPR owned by Agenda1 or its Sub-Contractors and used in the delivery of the Services but which originally arose or has arisen outside of the Services ("the Agenda1 Background") and any new Methods shall remain the property of Agenda1 or its Sub-Contractors.
6.2 All IPR owned by the client ("Client Background") shall remain the property of the Client.
6.3 Before Agenda1 or Sub-Contractors may use the Client Background it shall first obtain the written consent of the Client.
6.4 Before Agenda1 or Sub-Contractors publish information about the Services that contains Client Background it shall first obtain the written consent of the Client.
6.5 If the Client does not make commercial use of the Foreground within 3 years from the completion of the Services Agenda1 may as its option take ownership of the Foreground for the sum of £1

7 Fees and Disbursements

- 7.1 The Client shall pay the Fees within 30 days of the date of Agenda1's invoice.
7.2 All Fees are quoted exclusive of VAT. The Client will pay the VAT due on Fees, where applicable.
7.3 If for whatever reason the Client is late upon payment of any monies due to Agenda1 then interest shall be charged on the amount due at 2% per annum above the base lending rate of Barclays Bank plc from time to time.

8 Termination

- 8.1 Either party may terminate the contract if the other shall be in material breach of its commitments and following written notice of such material breach shall not have corrected this breach within a period of 30 days.
8.2 Agenda1 may immediately terminate the contract upon written notice to the Client if payment is not received on time of all monies due.
8.3 Either party may terminate the contract if the other shall have a receiver or administrator appointed be wound up, shall go into liquidation, become bankrupt or be unable to pay its debts as they fall due.
8.4 For the avoidance of doubt if the Client is in breach leading to termination Agenda1 may without exception to any other rights under the law claim all Fees detailed in the work plan.
8.5 Except as otherwise agreed in writing neither party may terminate the contract early.

9 Force Majeure

Agenda1 shall not be in breach of this Agreement to the extent that it or its Sub-Contractors are prevented, hindered or delayed in the performance or observance of its obligations by reasons of any event that is beyond its reasonable control, including industrial action, strikes, lock-outs, inability to obtain supplies, accidents or sickness of staff. If such an event shall occur then Agenda1's obligations under this Contract shall be suspended and may only continue once such an event has ceased or been resolved.

10 Lien

Agenda1 shall have a lien upon goods supplied or to be supplied to the Client if any sums shall remain outstanding to Agenda1.

11 Limitation of Liability

11.1 Agenda1 shall not be liable for any consequential losses sustained by the Client.

11.2 The liability of Agenda1 for negligence for any event or series of connected events shall be limited to amount of Agenda1's Professional Indemnity cover in place.

11.3 The total liability of Agenda1 shall in relation to all liabilities be limited to the amount of the Fees.

12 General

12.1 The terms of this contract shall be the sole contractual terms between the parties and supersede all other prior understandings, promises or other commitments. Any terms of business submitted by the Client are hereby rejected and it is agreed between all parties that this Contract contains all legal arrangements between the parties unless agreed specifically in writing to the contrary by Agenda1.

12.2 No temporary forbearance by either party shall constitute a binding waiver.

12.3 No variation to this contract may be made without the express written consent of both parties.

12.4 Without prejudice to Agenda1's rights to sub-contract its commitments neither party may assign its obligations under this contract.

12.5 The terms of this Contract and its performance shall be governed by English law and the English courts shall have sole jurisdiction.

13 General – Quality Responsibilities

The general responsibilities of the two parties are as follows:

Client:

13.1 To provide written details of the analytical requirements including specifications and any storage conditions.

13.2 To provide suitably labelled samples to the relevant contact person at the analytical contractor.

13.3 To provide written details where appropriate of technology transfer requirements.

13.4 To provide Material Safety Data Sheets for all materials submitted for testing.

13.5 To provide adequate information to allow the contractor's QA to issue where applicable Certificates of Analysis for each sample batch in accordance with regulatory requirements.

13.6 To notify the analytical contractor of any quality issues relating to the samples by telephone and to follow up in writing as soon as practicable.

13.7 To provide technical contact names.

Agenda1:

13.8 To prepare a protocol with details of the agreed analytical work and to carry out analysis activities of samples as defined in specific written requests.

13.9 To complete the defined activities within agreed time-scales.

13.10 To carry out the analysis to the agreed quality level where:

13.10.1. "R&D" refers to work carried out according to the Principles of Good Laboratory Practice, but where the data is not intended for regulatory submission, and no QA data review is carried out at Agenda1.

13.10.2. "Validated R&D" refers to work carried out according to the Principles of Good Laboratory Practise, using methods that have been validated for the purpose.

13.10.3. "cGMP", "ICH", "EP/BP", "USP" refers to work carried out under the terms of a separate Technical / Quality Services Agreement.

13.11 To supply within the agreed number of working days of completion of analysis for each study a Certificate of Analysis / Data Summary / Report (as agreed) approved as appropriate to the quality standard applied.

13.12 To ensure that utilised analytical methods are (if required by the quality standard) validated and where appropriate to allow Client to approve validation protocols and review validation reports generated specifically for Client studies.

13.13 To provide technical contact names and to notify Client immediately of unexpected or "Out Of Specification (OOS)" results.

13.14 To investigate unexpected or OOS results and document the findings.

13.15 Not to deviate from an agreed analytical methodology without written agreement from Client and to supply summary details of any such deviations.

13.16 To provide reasonable access to Agenda1's premises on mutually agreeable dates for the purpose of periodic Quality Assurance audits by representatives of Client.

13.17 To provide details of any observations made during regulatory inspections which may have implications for the analysis of samples on behalf of Client.

13.18 To retain cGMP Records and retained samples for a minimum period of 10 years and at the end of this period to offer such to Client for retention.

Agenda1 Analytical Services Limited
Company registration number: 5903736