

Dear XX

Research Agreement for [Project Name]

The Project

1. PricewaterhouseCoopers Services Limited (“PwCS”) intends to commission [name of organisation] (“you”) to undertake work in connection with the project identified above, the details of which are set out in annex 1.
2. This project is part of the Climate and Development Knowledge Network (CDKN) funded by the Department for International Development of the UK Government (“DFID”), which is a client of PricewaterhouseCoopers LLP (“PwC LLP”) under a prime contract made between PwC LLP and DFID (“the prime contract”). The project is carried out for the benefit of one or more third party developing country governments or other developing country entities. PwC LLP may enforce any right that has been granted to PwCS under this agreement.
3. In this letter, “this agreement” refers to this letter and the annexes to it.

Payment

4. In consideration of your provision of the deliverables set out in annex 1 in accordance with the provisions of this agreement, PwCS agrees to pay to you a sum not exceeding [insert total agreed fee] in accordance with the payment provisions set out in annex 2.
5. All fees shall be specified and paid in sterling and are inclusive of VAT. Where applicable, you confirm you are registered for VAT. You will account to the appropriate authorities for your income tax, VAT, any other National Insurance contributions, Social Security contributions and all other applicable taxes, liabilities, charges and duties. You agree to reimburse PwCS in respect of any such contributions demanded by HM Revenue and Customs, or the equivalent competent authority in any applicable jurisdiction, in relation to the project and/or any of your staff. For the avoidance of doubt, PwCS reserves the right to deduct taxes (where applicable) from payments made to you in accordance with any applicable tax legislation.
6. The fees set out in annex 2 are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including but not limited to clothing, passports, visas and vaccinations, overheads and any expenses that may be incurred except those otherwise specifically provided for in this agreement.
7. Expenses will be charged only in accordance with the provisions of annex 2 and the CDKN Expenses Policy with which you have been provided. Expenses, if any, arising in a foreign currency shall be reimbursed at the exchange rate stated in the London Financial Times “Guide to World Currencies” on the Friday immediately preceding the date on which the relevant purchase was made or services acquired or if this took place on a Friday the rate so stated on that day.

Intellectual Property Rights

8. You hereby grant to PwCS a worldwide, non-exclusive irrevocable and royalty-free licence to use all materials arising or provided pursuant to this agreement and any deliverables, which shall include all such materials and deliverables set out or referred to in annex 1. The term “use” shall mean, without limitation, the reproduction, publication and sub-licence of all such materials and deliverables and the intellectual property rights therein, for any purpose including the reproduction and sale of any materials and deliverables incorporating all or any part of the same for use by any person or for sale or other dealing anywhere in the world.

Communications

9. The terms of this agreement are confidential. Save in accordance with paragraph 10 below, you agree only to publicise your relationship with PwCS or disclose the terms of this letter with the prior written consent of PwCS, or to DFID. You also agree only to use PwCS’s or DFID’s name or other trade marks or service marks with the prior written consent of PwCS.
10. Any use of any materials or deliverables created or provided pursuant to this agreement (including extracts of those materials) shall contain an express acknowledgement of your copyright and shall include the following statement, together with such other disclaimer statements as PwCS may provide to you for inclusion in any deliverables:

“This document is an output from a project funded by the UK Department for International Development (DFID) for the benefit of developing countries. However,

the views expressed and information contained in it are not necessarily those of or endorsed by DFID, which can accept no responsibility for such views or information or for any reliance placed on them.”

Confidential Information

11. Each party to this agreement agrees to use the other's confidential information only in relation to the project and not to disclose it, except where required by applicable law or regulation or by a professional body of which PwCS or PwC LLP is a member. You agree that DFID's confidential information will be treated as if it were PwCS's confidential information for the purposes of this paragraph.

Liability

12. You will reimburse PwCS for any loss (including legal costs) accruing to PwCS or PwC LLP as a consequence of your breach of any of your obligations under this agreement, or your negligence, including without limitation in connection with any third party claim in relation to this agreement or the deliverables or any materials arising or provided pursuant to this agreement.
13. You will at your own expense maintain both a policy of professional indemnity insurance sufficient to cover your potential liability to PwCS and PwC LLP under this agreement and an adequate policy of public liability insurance, in both cases with a minimum cover of £1,000,000 along with any other insurances applicable to the agreement, as may be from required under any applicable law or having regard to the nature of the project and shall provide reasonable evidence of such insurances to PwCS upon request.

Security

14. You confirm that you are willing to work as a subcontractor to PwCS in those countries, if any, listed in annex 1 (“the listed countries”). You confirm that you will be responsible for your employees and any independent consultants engaged by you in the listed countries in relation to the project. You further confirm that you have reviewed the latest advice from the UK Foreign Office in relation to the listed countries and understand and accept the risks of working in the listed countries
15. You confirm on behalf of you and your employees and any independent consultants that you are working in the listed countries without duress and that you, to the extent permitted by law, will not hold PwCS responsible for any loss, cost, damage or liability incurred or suffered by you, your staff and/or any of your independent consultants as a result of working in the listed countries.

Termination

16. PwCS may terminate this agreement immediately by giving written notice to you if
 - (i) you breach any of your obligations pursuant to this agreement and, in the case of any breach which is capable of remedy, do not remedy the breach within 14 days of PwCS's written notice;
 - (ii) you are or appear likely to be unable to pay your debts or become insolvent; or
 - (iii) the performance of this agreement may breach a legal or regulatory requirement.
17. PwCS may also terminate this agreement at any time on 30 days' notice.
18. Unless otherwise agreed between you and PwCS, in the event that you have, upon termination, received any payments in advance of delivery and acceptance by PwCS of any of the deliverables set out in annex 1, you shall reimburse such sums to PwCS within 14 days of termination of this agreement by PwCS.
19. Upon termination for any reason, you will immediately return to PwCS any property of PwCS or DFID (including any confidential information of PwCS or DFID) that is in your possession in connection with this agreement.

Records

20. You shall, for the duration of this agreement and for 6 years following its expiry or termination, keep accurate and systematic accounts, files and records of your activities and responsibilities in connection with this agreement, which shall include without limitation sufficient information to identify the basis upon which your invoices have been calculated. You agree, upon the request of PwCS or DFID, to provide PwCS or DFID (as applicable) with unrestricted access to those records, including the right to inspect and copy those records.

Compliance with Legislation and Policies

21. Neither you nor your staff shall engage in any corrupt practices, fraud, deception or financial or procedural wrongdoing or accept any trade commission, discount or similar payment or benefit in

connection with this agreement. You shall notify PwCS immediately if you become aware of any such activity.

22. Neither you nor your staff shall engage in any personal, business or professional activity which conflicts or could conflict with any of your obligations under this agreement. You shall notify PwCS immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.
23. You shall at all times comply with all relevant legislation insofar as it is relevant to the performance of the project and with PwCS' and DFID's policies and reasonable instructions as notified to you from time to time. You acknowledge that the Official Secrets Acts 1911 to 1989 will apply to you.
24. In addition you will, and will ensure that your Associated Persons (as defined in the Bribery Act 2010 will, (i) conduct business in compliance with all applicable laws and regulations (including UK corruption, fraud and anti-bribery legislation); and (ii) comply with the PwC LLP Code of Conduct located on www.pwc.co.uk and with any other related PwC LLP anti-bribery policies and guidance. PwCS may audit any expenditure made by you in connection with the project and you will co-operate and provide PwCS with all information PwCS may reasonably request for this purpose. You confirm that you have trained your employees and Associated Persons on the requirements of the Bribery Act 2010.

Staff and Subcontracting

25. If PwCS or DFID considers any of your staff unsuitable, you shall substitute such member of staff as quickly as reasonably possible and without charge to PwCS or DFID, with a replacement acceptable to PwCS.
26. You agree to screen your staff to such a level as PwCS may require and complete such documentation as we may request to evidence such screening.
27. You shall not assign or subcontract any of your rights or obligations pursuant to this agreement without the prior written consent of PwCS.

General

28. Time is of the essence as regards the performance of your obligations under this agreement.
29. You will take all reasonable steps to protect the environment in the performance of your obligations under this agreement.
30. Save for the rights of DFID and PwC LLP pursuant to this agreement, any person or entity which is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999.
29. This letter, together with its annexes, forms the entire agreement between the parties to it and replaces any earlier agreements, representations and discussions.
30. This agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by English law and be subject to the exclusive jurisdiction of the English courts.
31. If you are not a UK entity, you authorise and appoint the individual or entity specified in paragraph 8 of annex 1 to accept on your behalf service of all legal process arising out of or in connection with any proceedings before the English courts in connection with this agreement. You also agree to maintain the appointment for service of process in England for so long as any amount is outstanding or any of your obligations under this agreement remain unperformed. Notwithstanding this, PwCS may also serve all legal process in connection with this agreement directly upon you.

Please confirm your acceptance of this agreement by signing the enclosed copy letter and returning it to PwCS.

Signed for and on behalf of PricewaterhouseCoopers Services Limited:

[Partner]

For and on behalf of PricewaterhouseCoopers Services Limited

Date.....

Signed on Behalf of [name of organisation]

Date.....

Annex 1: Project Description

1. Title

Describe

2. Description of services

[insert description of services]

The services are further set out in the attached exhibit which is included for information purposes only.

3. Deliverables to be supplied by you

[insert agreed deliverables]

4. Timetable

The effective date of the agreement shall be [insert date]

The project will be deemed to start on **dd month 2011** and be completed by **dd month 2015**.

5. Acceptance Procedure

[insert details of acceptance procedure for deliverables]

6. Key contacts

PwC

xxxx

Project director

PricewaterhouseCoopers LLP

More London Riverside

London

SE1 2RT

UK

Tel: +44 (0) xxxx

Email: xxxx .

xxxx

Project coordinator

PricewaterhouseCoopers LLP

7 More London Riverside

London

SE1 2RT

UK

Tel: xxxx

Email: xxxx

[Name of organisation]

xxxx

Job title

Company Name

address

Tel: xxxx

Email: xxxx

7. Countries

For the purposes of paragraphs 14 and 15 of the letter, the “listed countries” shall mean:

[please insert]

8. Service Agent

[Insert details of service agent if organisation is not a UK entity]

Annex 2: Fees

1. Payment

OPTION A: Payment on Delivery

PwCS shall pay to you the sum of **[£ insert agreed figure]** upon delivery of **[insert deliverable]** within 30 days of receipt of a valid invoice for the same, subject to the deliverables being delivered to PwCS's reasonable satisfaction and accepted by PWCS in accordance with any acceptance procedure set out in annex 1.

OR

OPTION B: Milestone Payments

PwCS shall pay to you the following sums upon achievement of the milestones listed below:

- **[£ insert figure]** upon **[insert description of payment trigger]**; and
- **[£ insert figure]** upon **[insert description of payment trigger]**

within 30 days of receipt of a valid invoice for the same, subject to the deliverables being delivered to PwCSs reasonable satisfaction and accepted by PwCS in accordance with any acceptance procedure set out in annex 1.

OR

OPTION C: Advance Payment

PwCS shall pay to you **[£insert figure]** on **[insert date] in respect of [insert deliverables to which payment relates]** with the balance of **[£insert figure]** payable on **[insert trigger date for payment]**

within 30 days of receipt of a valid invoice for the same, subject to subject to the deliverables being delivered to PwCS's reasonable satisfaction and accepted by PwCS in accordance with any acceptance procedure set out in annex 1.

2. Expenses

[insert details of agreed expenses including timetable for payment]

3. Invoicing

[insert any invoicing requirements]