

JIC Standard Terms and Conditions (for provisions of TILLING Services for research purposes)

1. Definitions

1.1. In these terms and conditions, unless the context requires otherwise the following words shall have the following meanings:

'Agreement'	the legally binding agreement between JIC and the Client comprising these standard terms and conditions (' Standard Terms '), the Quotation, the Material Transfer Agreement and JIC's client confidentiality and data release policy;
'Client'	the client as specified and whose details are set out in the Quotation;
'Confidential Information'	any confidential information or data in whatever format disclosed whether in writing, orally or by any other means by one party to the other, whether before or after the date of this Agreement including any copies records or notes of such information or data;
'Goods'	any of JIC's standard products to be provided in the performance of the Services as set out in the Quotation;
'Input Material'	any materials or data or other information provided by the Client relating to or for use in performance of the Services;
'IPR'	patents (including supplementary protection certificates), trademarks, service marks, registered designs, utility models, design rights, topography rights, copyrights, inventions, trade secrets and other confidential information, know-how, business or trade names, get-up and all other intellectual property neighbouring rights and rights of a similar or corresponding character in any part of the world (whether or not the same are registered or capable of registration) and all applications and rights to apply for or for the protection of any of the foregoing;
'JIC'	John Innes Centre registered in England and Wales under number 511709 (charity reg. 223852) and whose registered office is at John Innes Centre, Norwich Research Park, Colney, Norwich, Norfolk, NR4 7UH, UK;
'Material Transfer Agreement'	the material transfer agreement used to send certain seeds to Client. Those seeds will contain a certain mutation of interest to Client which was identified as part of the Services;
'Output'	the output from the provision of the Services as described in the Quotation;
'Phased Payments'	payments to be made by the Client on completion of each phase of a Project as more particularly set out in the Quotation;
'Price'	the price for the provision of the Services and supply of the Goods and/or the Output as stated in the Quotation;
'Project'	the project in respect of which the Services are to be provided;
'Quotation'	the quotation document prepared by JIC setting out a specification, the price and any other terms applying to the supply of the Services by JIC to the Client hereunder;
'Services'	the services to be provided by JIC to the Client as set out in the relevant Quotation;
'Specification Document'	the specification document produced by JIC following the commissioning process in respect of the Project prior to issue of the Quotation and which forms part of the Quotation.

- 1.2. Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3. Any reference in this Agreement to a person shall mean any person, firm or company or other legal entity.
- 1.4. Words in this Agreement importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter and vice versa.
- 1.5. The headings in this Agreement are for convenience only and shall not affect their interpretation.

2. Conditions applicable

- 2.1. The terms of this Agreement shall apply to all contracts for the supply of Services by JIC to the Client to the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2. If there is a conflict between the documents comprising the Agreement, the documents will prevail in the following order: (1) Client confidentiality and data release policy; (2) Quotation; (3) Material Transfer Agreement; (4) these Standard Terms.
- 2.3. Each accepted order for the provision of Services shall represent a separate and independent contract made on the terms of this Agreement.
- 2.4. Acceptance of the Quotation by the Client shall form a legally binding contract pursuant to this Agreement between JIC and the Client.
- 2.5. Acceptance of the performance of the Services or payment for any Services shall be deemed conclusive evidence of the Client's acceptance of the terms of this Agreement.

3. Price and payment

- 3.1. The Price is exclusive of VAT which, where applicable, shall be due at the rate ruling on the date of JIC's invoice.
- 3.2. JIC shall invoice the Client the Price plus applicable VAT in accordance with the payment schedule included within the Quotation.
- 3.3. The Client shall pay any additional sums which are agreed between JIC and the Client for the provision of the Services or which, in JIC's sole discretion, are required as a result of the Client's instructions, change or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.
- 3.4. The Client shall pay all invoices submitted by JIC under this Agreement within 30 days of the date of the invoice unless otherwise specified in the Quotation without any deduction of any nature (in particular but without limitation, regardless of any equity, set-off or cross claim against JIC). Time for payment shall be of the essence of this Agreement.
- 3.5. Where Phased Payments have been agreed in respect of a particular Project:
 - 3.5.1. invoices will be presented in accordance with the schedule outlined in the Quotation and payable in accordance with clause 3.4 above; and
 - 3.5.2. in the event that payment is not made in accordance with clause 3.4 above (and without prejudice to JIC's right to terminate this Agreement in accordance with clause 15.1.2) no further work shall be carried out in respect of that Project or otherwise until full payment is received.
- 3.6. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% above Barclays Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.
- 3.7. The Client shall confirm, prior to commencement of the Project and provision of the Services, the end date of any

grant or other funding made available to the Client for the financing of the Project or part thereof.

4. The Goods and Services

- 4.1. The description of the Services, any Goods and the Output shall be as set out in the Quotation.
- 4.2. JIC reserves the right to make any changes in the specification of the Services, Output and/or any Goods:
 - 4.2.1. to achieve conformity to any applicable statutory or European requirements; or
 - 4.2.2. where the Goods and/or the Output are/is to be supplied to JIC's specification, which do not materially affect their quality or performance.
- 4.3. Time for performance of the Services or delivery of the Goods and/or Output shall not be of the essence of this Agreement.

5. Change Control

- 5.1. No change to this Agreement shall take effect until it has been put in writing and signed by duly authorised parties on behalf of the Client and JIC.

6. Delivery of the Goods/Output

- 6.1. Delivery of any Goods and/or the Output shall be as specified in the Quotation or where no address is specified shall be at JIC's premises. The Goods and/or Output may be delivered in advance of the date stated in the Quotation upon the giving of reasonable notice to the Client. The Client shall make all arrangements to take delivery of the Goods and/or Output whenever they are tendered for delivery.
- 6.2. Risk in the Goods and/or Output shall pass to the Client when the Goods and/or Output is delivered to the carrier at JIC's premises for the purpose of transmission to its/their destination but the title in the Goods and/or Output shall not pass otherwise than as provided in this Agreement.
- 6.3. If the Client fails to take delivery of the Goods and/or Output or fails to give JIC adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Client's reasonable control or by reason of JIC's fault) then without prejudice to any other right or remedy available to JIC, JIC may:
 - 6.3.1. store the Goods and/or Output until actual delivery and charge the Client for the reasonable costs (including insurance) of storage; or
 - 6.3.2. (where applicable) sell the Goods and/or Output at the best price readily obtainable and (after deducting the reasonable storage and selling expenses) account to the Client for the excess over the unpaid Price or charge the Client for any shortfall below the unpaid Price.
- 6.4. Where the Goods and/or Output are/is to be delivered to the Client by carrier:
 - 6.4.1. the Client agrees to use the preferred carrier as stipulated by JIC from time to time;
 - 6.4.2. the Client shall be responsible for the cost of delivery which shall be invoiced to the Client in addition to the Price;
 - 6.4.3. the Client shall be responsible for the communication of all import and export requirements to JIC and the preparation and accuracy of all documentation required for delivery of the Goods and/or the Output by the carrier to the Client.

7. Title

- 7.1. Notwithstanding delivery and the passing of risk in the Goods and/or Output or any other provision of this Agreement the title in the Goods and/or Output shall not pass to the Client until JIC has received in cleared funds payment in full of the Price.
- 7.2. Until such time as the title in the Goods and/or Output passes to the Client, the Client shall hold the Goods and/or

Output as JIC's fiduciary agent and shall keep the Goods and/or Output separate from those of the Client and third parties and properly store (protected and insured and identified as JIC's property) but shall be entitled to resell or use the Goods and/or Output in the ordinary course of its business.

- 7.3. Until such time as the title in the Goods and/or Output passes to the Client (and provided the Goods and/or Output are/is still in existence and have not been resold/perished JIC (or its agents) shall be entitled:
 - 7.3.1. at any time on the happening of any of the events set out in clause 15; or
 - 7.3.2. if any sum due from the Client to JIC (whether under this Agreement or otherwise) is not paid on the due date for payment;
to require the Client immediately to deliver up the Goods and/or Output to JIC and if the Client fails to do so to enter upon any premises of the Client or any third party where the Goods/Output are stored and repossess the Goods and/or Output as appropriate.
- 7.4. The Client shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods and/or the Output whilst title to it/them remains vested in JIC but if the Client does so all monies owing by the Client to JIC shall (without prejudice to any other right or remedy of JIC) forthwith become due and payable.

8. Intellectual Property

- 8.1. All of JIC's (or any third party's) pre-existing IPR used in the provision of the Services shall remain the sole and exclusive property of JIC (or such third party) and the Client shall make no claim whatsoever to such IPR.
- 8.2. All of the Client's pre-existing IPR provided to JIC for use in the provision of the Services or for incorporation into the Output shall remain the sole and exclusive property of the Client.
- 8.3. In the event that any new IPR is created or evolves in, or as a result of, the performance of the Services the Client acknowledges that the same shall be the sole and exclusive property of JIC unless otherwise agreed in writing by JIC (save that the IPR in the Output shall be the property of the Client) and the Client hereby assigns by way of future assignment any and all rights that it may have to such IPR to JIC and agrees to execute such deeds and documents and do such acts as may be necessary to perfect such title.
- 8.4. For the avoidance of doubt JIC shall not be prevented in any way from using (and shall retain ownership of) any new IPR created or evolved in or as a result of any research techniques, methodology or processes (whether or not embodied in software and whether or not developed as a result of providing services to the Client) for any other clients or third parties at any time in the future.
- 8.5. Where any designs or specifications have been supplied by the Client in respect of the scientific processes, techniques or methodology to be used by JIC or to the order of the Client then the Client accepts the risk of failure of such processes, techniques or methodology and:
 - 8.5.1. warrants to JIC that the use of those scientific processes, techniques or methodology for the provision of the Services and creation of the Output shall not and do not infringe the rights of any third party;
 - 8.5.2. hereby grants JIC a licence to use any IPR in such [designs or] specifications solely for the purposes of fulfilling the order from the Client; and
 - 8.5.3. shall indemnify JIC against all loss damages costs and expenses awarded against or incurred by JIC in connection with or paid or agreed to be paid by JIC in settlement of any claim for infringement of any IPR of any other person which results from JIC's use of the Client's specifications or designs.

8.6. The Client:

- 8.6.1. warrants to JIC that any Input Material supplied to JIC for the provision of the Services and creation of the Output shall not and do not infringe the rights of any third party in any proprietary technology used to create the relevant data or sample;
- 8.6.2. acknowledges that JIC provides data output only and does not possess any licences to undertake methodology and the Client hereby grants JIC a licence to use any IPR in any Input Material solely for the purposes of fulfilling the request for Services from the Client and warrants that it is within its power to do so; and
- 8.6.3. shall indemnify JIC from and against all loss damages costs and expenses awarded against or incurred by JIC in connection with or paid or agreed to be paid by JIC in settlement of any claim for infringement of any IPR of any other person which results from JIC's use of Input Material supplied by the Client for the provision of the Services to it or from the Client's failure to comply with the terms and conditions relating to any proprietary technology used to create or extract Input Material supplied to JIC.

9. Client Obligations

- 9.1. The Client shall at its own expense supply JIC with all necessary Input Material within sufficient time to enable JIC to provide the Services in accordance with this Agreement. The Client shall ensure, and be responsible for, the accuracy of all Input Material.
- 9.2. The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. JIC shall have no liability for any such loss or damage, however caused.
- 9.3. The Client shall comply with all and any relevant submission guidelines in relation to the particular Services to be performed by JIC as more particularly detailed and referred to in the Quotation and the Specification Document and which form part of this Agreement.
- 9.4. The Client shall license third party IPR as appropriate (where required in respect of the Client's use and exploitation of the Input Material and/or Output).

10. Warranties & Indemnities

- 10.1. JIC warrants that it will perform the Services with reasonable skill and care.
- 10.2. JIC warrants that any Goods and/or the Output supplied will at the time of delivery correspond to the description set out in the Quotation or JIC's separate specification of such Goods and/or Output. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods and/or Output, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 10.3. JIC gives no warranties whatsoever as to the ownership of any IPR in the Goods and/or Output or that the Client shall be entitled to use the Goods and/or Output without restriction. In particular the Client acknowledges that to use the Goods and/or Output the Client may need to license certain third party IPR, the costs of which are not included within the Price unless specified otherwise in the Quotation.
- 10.4. JIC shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 10.5. JIC shall use its reasonable endeavours to ensure that any Goods and/or the Output supplied do not infringe any third party IPR but otherwise gives no warranties whatsoever regarding the IPR in the Goods and/or Output.

In the event that the Goods and/or Output are found to infringe any third party IPR JIC's liability shall be limited, at JIC's absolute discretion, to:

- 10.5.1. procuring the right for the Client to use the Goods and/or Output; or
 - 10.5.2. replacing or amending the Goods and/or Output so that they do not infringe such IPR; or
 - 10.5.3. a full refund of the fees paid in relation to such Goods and/or the Output.
- 10.6. The Client warrants that it has specified all relevant information and requirements to JIC during the commissioning of the Services and acknowledges that any failure to do so is at the Client's own risk. Acceptance of the Quotation is confirmation that the Specification Document is accurate and reflects the Client's requirements.
 - 10.7. The Client acknowledges that any software or data comprised in the Goods and/or Output cannot be guaranteed as completely free of errors, bugs or viruses and agrees that the existence of any such errors, bugs or viruses in any software included within the Output or any Goods shall not constitute a breach of this Agreement.
 - 10.8. JIC's employees or agents are not authorised to make any representations concerning the Services the Goods and/or Output unless confirmed by a duly authorised representative of JIC in writing.
 - 10.9. The way in which the Client uses the Output and/or the Goods is outside of JIC's knowledge and control and as such JIC hereby excludes any and all liability that may arise as a result of the Client's use of the Output and/or the Goods.
 - 10.10. The Client shall indemnify and keep indemnified JIC against any and all loss, damages, costs and expenses awarded against or incurred by JIC in connection with or paid or agreed to be paid by JIC in settlement of any claim from the Client's customers or other users of the Client's services or data that incorporates the Output or any of the Goods.

11. Liability

- 11.1. Nothing in this Agreement shall limit JIC's liability for death or personal injury arising from the negligence of JIC.
- 11.2. JIC's total liability in contract, tort (including negligence) or otherwise will be limited to the sum of £5,000,000 whether such liability arises as a result of the breach of the warranties set out in clause 10 or otherwise.
- 11.3. JIC will not in any circumstances be liable to the Client in contract, tort or otherwise for any costs arising from any direct or indirect loss of opportunities, goodwill, profits, reputation, or any costs associated with any recalls or campaigns in relation to the Client's (or any third party's) products and/or services or any other type of special, indirect or consequential loss (even if such loss was reasonably foreseeable or JIC had been advised of the possibility of such loss).
- 11.4. Any claim by the Client which is based on any defect in the quality or condition of any Goods and/or the Output or the provision of the Services or their failure to correspond with JIC's specifications (whether or not delivery is refused by the Client) shall be notified to JIC in writing within 10 calendar days after discovery of the defect or failure or the date when the defect or failure should have been discovered. If delivery is not refused, and the Client does not notify JIC accordingly, the Client shall not be entitled to reject any Goods and/or the Output and JIC shall have no liability for any defect or failure and the Client shall be bound to pay the Price as if the Services the Goods and/or the Output had been delivered in accordance with the Agreement.
- 11.5. Where any valid claim in respect of:
 - 11.5.1. any Services which is based on the quality of the

Services; or

- 11.5.2. in respect of any of the Goods and/or the Output which is based on any defect or the quality or condition of the Goods and/or the Output or the failure to meet specification; or
- 11.6. is notified to JIC in accordance with this Agreement JIC shall be entitled to rectify or repeat the performance of the Services and/or replace the Goods and/or the Output (or the part in question) free of charge or at JIC's sole discretion refund to the Client the Price (or a proportionate part of the Price) and JIC shall have no further liability to the Client in respect of such claim.
- 11.7. The parties recognise that clauses 11.1 to 11.5 are reasonable having regard to the:
 - 11.7.1. unique nature of the Services provided by JIC;
 - 11.7.2. totality of the arrangements between the parties including the amounts payable to JIC;
 - 11.7.3. fact that if JIC were to accept additional or more extensive liability JIC would require a higher Price to be paid to reflect the associated risks; and
 - 11.7.4. availability of the relevant insurance cover for the parties.

12. Project Failure

- 12.1. In circumstances where a Project fails and the Services do not result in the Output anticipated in respect of such Project:
 - 12.1.1. the parties shall consult with a view to determining possible reasons for such failure, following which JIC shall at its sole discretion determine whether to run any required processes at such cost to the Client as shall be agreed with the Client before such additional work is undertaken; and
 - 12.1.2. the Client shall use its best endeavours to provide potential solutions including, where appropriate, further Input Material to the standard specified by JIC in respect of any re-run of the Services in order to achieve the required Output.
- 12.2. In any event (including whether the Services remain unsuccessful for any reason, identifiable or otherwise, or are successfully repeated) the Client shall be invoiced and remain liable for the full Price in respect of the Services which shall be charged in accordance with this Agreement in addition to any further costs agreed with the Client as set out in clause 12.1.1.

13. Publicity & Confidentiality

- 13.1. Unless agreed by JIC in writing any existing confidentiality arrangements between the Client and JIC shall remain in full force and effect.
- 13.2. In the event that the Client publishes or attempts to publish any results and/or Output data in any scientific literature (through any media whatsoever) it shall ensure that acknowledgement is made of JIC in a manner and style acceptable to JIC.
- 13.3. JIC shall be entitled to use the Client's name for marketing purposes to state that the Client is a client of JIC but JIC shall not be entitled to reveal any confidential information of the Client.
- 13.4. Each of the Client and JIC undertakes in relation to any and all Confidential Information received by it from the other in relation to or in the performance of this Agreement:
 - 13.4.1. to hold such Confidential Information in strict confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which it applies to its own confidential information which each party warrants to the other party as providing adequate protection against unauthorised disclosure, copying or use;
 - 13.4.2. not to use the Confidential Information for any purpose other than the performance of this Agreement.
- 13.5. The restrictions in this clause 13 shall not apply to any information which:

- 13.5.1. is or becomes generally available to the public or enters the public domain other than as a result of the unauthorised disclosure by the receiving party;
- 13.5.2. is available to or in the possession of the receiving party free of any restriction as to its use or disclosure prior to its being furnished by the other party provided that the source of such information is not subject to any agreement or other duties relating to confidentiality in respect of that information;
- 13.5.3. otherwise becomes lawfully available to the receiving party otherwise than from the other party pursuant to this Agreement provided that the source of such information is not in breach of any obligation relating to confidentiality in respect of such information.
- 13.5.4. may be put in the public domain by JIC in accordance with the JIC client confidentiality and data release policy.

14. Non-Solicitation

- 14.1. The Client shall not at any time solicit or entice away, or attempt to solicit or entice away, from JIC or engage or employ any person employed or contracted by JIC in the performance of the Services or procure that such a person be engaged or employed by any other business which competes with any business carried on by JIC at such time.

15. Termination

- 15.1. Without prejudice to any right or remedy JIC may have against the Client, JIC shall be entitled to terminate this Agreement and any rights granted to the Client by JIC on the happening of any of the following events:
 - 15.1.1. the Client's breach or non-performance of this Agreement, provided, where the breach is capable of remedy, the Client has been notified of the breach and has not rectified it to JIC's reasonable satisfaction within 21 days of receipt of such notice; or
 - 15.1.2. if the Client fails to pay any sums owing to JIC in relation to the provision of Services and/or Goods or the Output after a period of 30 days from the date the sum was due;
 - 15.1.3. if the Client shall have any distress or execution levied upon its goods or effects; or
 - 15.1.4. on the commencement of the winding up or bankruptcy of the Client or on the appointment of a receiver, liquidator, administrative receiver or administrator of the Client's assets (or any analogous procedure under the laws of any country) or on the Client becoming or being declared insolvent, or convening a meeting of or proposing to make any arrangement or composition with its creditors or ceasing to carry on substantially all of its business at any time; or
 - 15.1.5. on the Client assigning or attempting to assign its rights or obligations under this Agreement without the prior consent of JIC.

16. Force Majeure

- 16.1. Neither party will be liable to the other party for non-performance or delay in performance of any of its obligations under this Agreement due to causes reasonably beyond its control including without limitation fire, flood, strikes, government regulation, war (whether or not declared), terrorism, civil commotion and riots. Upon the occurrence of such force majeure event the affected party will immediately notify the other party with as much detail as possible and will promptly inform the other party of any further developments. If such force majeure event continues for a period of 3 months or more the unaffected party shall be entitled to terminate this Agreement immediately upon notice to the affected party. In the event that the Agreement is not so terminated,

immediately after the force majeure event is removed, the affected party will proceed with the performance of such obligation with all due speed and shall, if so requested by the other party, discuss in good faith the implementation of a revised schedule for the performance of such obligations.

17. Notices

- 17.1 Any notice required or authorised to be given by either party under this Agreement to the other party shall be deemed to have been given only if given in writing in the English language and delivered by registered post or sent by e-mail and confirmed by registered post to the other party at the address set out in the Quotation. All correspondence to JIC must be addressed to Dr Mary Anderson, Head of Contracts at the John Innes Centre.
- 17.2 Either party, by notice to the other, may designate from time to time a different address in England to which notices shall be sent.

18. Third Party Rights

- 18.1 No term of this Agreement is intended for the benefit of any third party, and the parties do not intend that any term of this Agreement should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

19. Entire Agreement

- 19.1 This Agreement (together with any documents referred to herein) contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.
- 19.2 Each of the parties acknowledges and agrees that it does not enter into this Agreement and the documents referred to herein on the basis of, and does not rely, and has not relied upon, any statement or representation (whether negligent or innocent) or warranty or other provisions (in any case whether oral, written, express or implied) made, given or agreed to by any person (whether a party to this Agreement or not) except those expressly set out or referred to in this Agreement and the documents referred to herein and the only remedy or remedies available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Agreement; and this clause 19 shall not apply to any statement, representation or warranty made fraudulently or to any provision of this Agreement which was induced by, or otherwise entered into as a result of, fraud, for which the remedies shall be those available under the law governing this Agreement.

20. Waiver

- 20.1 Failure or neglect by JIC to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of JIC's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice JIC's rights to take subsequent action.

21. Severability

- 21.1 In the event that any of these terms, conditions or provisions or anything in the Quotation shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

22. Assignment and Sub-Contracting

- 22.1 The Client shall not assign or otherwise transfer the

benefit or the burden of this Agreement or any of its rights and obligations either in whole or in part without the prior written consent of JIC.

- 22.2 JIC shall be entitled to assign the benefit and/or the burden of this Agreement at any time on notice to the Client.

- 22.3 JIC reserves the right to subcontract the performance of some or all of its obligations under this Agreement.

23. Law and Jurisdiction

- 23.1 This Agreement is subject to the laws of England and Wales.

- 23.2 In the event that any dispute or difference arises out of or in connection with this Agreement ("a Dispute") the aggrieved Party shall set out full details of the Dispute and that Party's proposed means of resolving the Dispute in writing to the other party ("a Dispute Notice") as soon as possible after the occurrence of the Dispute.

- 23.3 A director of each of the Client and JIC shall meet in person or via telephone conference within 14 calendar days of receiving the Dispute Notice to attempt to settle the Dispute by negotiation.

- 23.4 In the event that the Parties have failed to settle the dispute by way of negotiation in accordance with clause 23.3 within 7 calendar days of a meeting or either party refuses to attend the negotiation meeting within the time limit the parties will attempt to settle the Dispute by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure.

- 23.5 To initiate a mediation either party must give notice in writing ("Mediation Notice") to the other party requesting a mediation in accordance with clause 23.4.

- 23.6 The mediation must start no later than 28 calendar days after the date of the Mediation Notice.

- 23.7 Neither party may commence arbitration proceedings in relation to any Dispute until they have attempted to settle the Dispute by mediation and that mediation has terminated.

- 23.8 In the event that any mediation is terminated the Dispute shall be determined in accordance with the Chartered Institute of Arbitrators Rules (2000 edition) by a single arbitrator in London, England to be agreed between the parties, or failing agreement within 14 calendar days after either party has given to the other a written request to concur in the appointment of an arbitrator, to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators.

VAT DECLARATION

VAT

VAT will be charged at standard rate unless you can supply evidence to demonstrate that goods and services provided are to be used in connection with an onward supply of exempt research, or part of a collaboration agreement with John Innes Centre.

You are required to complete the following declaration of VAT otherwise VAT will be added to your invoice. It is your responsibility to consult with your VAT advisers to ensure you act correctly.

VAT Declaration

I hereby declare that I can supply evidence that no VAT need be charged on goods and services supplied to me. I agree that should it later come to light that VAT should have been charged I will pay John Innes Centre any VAT due including any penalties incurred.

Duly authorised for and on behalf of: _____

Name of Company/Organisation:

Date: _____

Signature: _____

Name (print): _____

Position in Organisation: _____