

## CONSULTANCY CONTRACT

between

**Learning and Teaching Scotland**  
The Optima, 58 Robertson Street,  
GLASGOW, G2 8DU  
(hereinafter referred to as “the  
Company”)

### OF THE FIRST PART

and

*Name of Consultant*  
*Address of Consultant*

### OF THE SECOND PART

WHEREAS: -

- (A) the Company has resolved to engage the Consultant under a Consultancy Contract;
- (B) the Consultant has agreed to accept such engagement; and
- (C) the Company and the Consultant have agreed to set out the terms of such engagement.

PRELIMINARY:-

- i) One option selected:*
  - *Appendix A is*
  - *Appendices A & B are*

attached and signed as relative hereto and forms an integral and essential part of this Contract.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS: -

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract unless the context otherwise requires: -

**Board** means the board of directors of the Company from time to time or a duly constituted committee thereof;

**Companies Acts** means the Companies Acts 1985 to 1989;

**Confidential Information** means all information having the quality of confidence communicated by either party (“the Disclosing Party”) to the other party (“the Receiving Party”) during the Consultant’s engagement with the Company, which relates to any business or research carried on or made by or on behalf of the Disclosing Party including, without prejudice to the foregoing generality, all trade secrets relating to the business of the Disclosing Party, all information relating to any Intellectual Property which is confidential to the Disclosing Party (whether or not such Intellectual Property belongs to the Disclosing Party), all confidential information relating to the customers of the Disclosing Party and financial information including pricing strategies, marketing intelligence and customer correspondence;

**Intellectual Property** means all intellectual and industrial property and all rights therein in any part of the world including, without limiting the generality of the foregoing, any patent, patent application, trade mark, trade mark application, registered design, registered design application, trade name, trade secret, business name, discovery, invention, process, formula, know-how, specification, improvement, technique, copyright, unregistered design right, technical information or drawing;

**Premises** means the Learning and Teaching Scotland offices at either The Optima, 58 Robertson Street, Glasgow G2 8DU or Level 9, City House, Dundee DD1 1UH;

**Responsible Officer** means the person appointed by the Company to supervise on its behalf the carrying out of the Work. The Responsible Officer may nominate representatives to act on his or her behalf or may be replaced by the Company from time to time by notice to the Consultant. The Responsible Officer appointed for this project is detailed in Appendix A;

**Work** means the work as detailed in Appendix A, the completion of which shall result in the deliverables for this project, as detailed in Appendix A.

1.2 Reference to any statute or statutory provision shall include a reference to any statute or statutory provision which amends, extends, consolidates or replaces the same (save to the extent that any amendment, extension,

consolidation or replacement would impose more onerous obligations than otherwise exist at the date of execution of this Contract by the Consultant) or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.

- 1.3 The singular includes the plural and vice versa and any gender includes all genders.
- 1.4 Save as otherwise provided herein or as the context may otherwise require, expressions in this Contract which are defined in the Companies Acts shall have the meanings given to them therein.
- 1.5 The headings are inserted for convenience only and shall not affect the construction of this Contract.

## **2. TERM AND TERMINATION**

- 2.1 Unless otherwise terminated in accordance with the provisions of this Contract or otherwise in accordance with law or equity, this Contract shall be for the period detailed in Appendix A, commencing on the Start Date detailed in Appendix A and expiring on the End Date detailed in Appendix A.
- 2.2 Either party may at any time by notice in writing terminate the Contract, or a part thereof, forthwith if the other party is in material Default of any obligation under the Contract and:
  - 2.2.1 the material Default is capable of remedy and the defaulting party shall have failed to remedy the material Default within ten (10) working days of written notice to the defaulting party specifying the material Default and requiring its remedy; or
  - 2.2.2 the material Default is not capable of remedy.
- 2.3 Where the Company is entitled to terminate the Contract in accordance with Clause 2.2, the Company may choose instead to terminate only that part of the Work for which the Consultant is in Default, in which case:
  - 2.3.1 the remaining Work shall continue to be performed for the remainder of the Contract; and
  - 2.3.2 the Total Value of Contract detailed in Appendix A shall be reduced to such as is due in respect of the remaining Work.
- 2.4 The Contract may be terminated by either party giving to the other written notice not less than the notice period detailed in Appendix A.
- 2.5 Termination, or partial termination, or expiry in accordance with this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or

shall thereafter accrue to either party.

### **3. DUTIES**

- 3.1 The Consultant shall be required to undertake the Work as detailed in Appendix A. The Consultant shall carry out the Work with the skill and diligence which would be reasonably expected from a Consultant skilled and experienced in the nature of the Work. The Consultant shall use all reasonable endeavours to complete the Work or parts thereof within the timescales detailed in Appendix A or within such other timescales as may be agreed between the parties from time to time in accordance with the requirements of the Contract. The Consultant shall provide the Company with a report on the progress of the Work on the basis detailed in Appendix A. The Consultant shall ensure that personnel assigned to undertake the Work will possess facts, skills and experience as necessary for the proper performance of their role in terms of the Contract.
- 3.2 Any content provided should meet the requirements of the deliverables detailed in Appendix A. All Content Providers must follow the Publishing Guidelines of the Company, a copy of which is available on request. The Consultant shall be responsible for identifying all copyright protected material used in the Work and for notifying the Company immediately of all such items. It will be the responsibility of the Company to obtain all copyright clearances. Failure to notify the Company of any copyright protected material included in the Work may leave the Consultant liable for the outcomes of infringement.

### **4. REMUNERATION**

- 4.1 The Consultant shall be paid at the rate and on the basis detailed in Appendix A. Invoices should be submitted on the basis detailed in Appendix A. Payment will be made within 30 days net of receipt by the Company of the invoice. Invoices should set out the number of hours worked, the date on which the hours were worked and the actual work completed on a day-to-day basis.

Invoices shall: -

- a) be sent to the address detailed in Appendix A, or as otherwise directed by the Company from time to time;
- b) quote the Company's Contract number and, where applicable, the appropriate project number, as detailed in Appendix A;

- c) be supported by copies of time sheets or time records where applicable, receipts and such other information as the Company shall reasonably require in order to verify that the sums claimed are correct;
  - d) show the cumulative value of sums previously claimed, value of the claim submitted and the total claim to date against the Contract.
- 4.2 Payment of the invoices by the Company shall be without prejudice to any claims or rights that the Company may have against the Consultant and shall not constitute any admission or waiver by the Company as to the performance by the Consultant of the Work.
- 4.3 The Consultant shall not be entitled to payment for work performed which is outwith the scope of the Work or which is not performed in accordance with this Contract or is rectification of any errors or omissions on the part of the Consultant.
- 4.4 The Consultant will provide and deliver to the Company the Work to the standard or criteria (hereinafter referred to as the "Acceptance Criteria") specified in Appendix A. The principal responsibilities for acceptance testing and acceptance testing failure procedures are also specified in Appendix A.
- 4.5 All sums referred to at clause 4.1 are inclusive of Value Added Tax.
- 4.6 The Consultant (if an individual) represents that they are regarded by both the Inland Revenue and the Department of Social Security as self-employed.
- 4.7 The Consultant shall be liable for payment of all tax and National Insurance contributions payable in the course of their business. The Consultant hereby undertakes to indemnify the Company in respect of any taxation, National Insurance or other costs, claims or liabilities (including legal costs) including any claims for unfair dismissal, breach of Contract, discrimination or personal injury, by virtue of the fact that the Consultant is deemed to be an employee of the Company or by virtue of the fact that personnel associated with the Consultant's business are deemed to be employees of the Company.

## **5. EXPENSES**

The situation in relation to the payment or non-payment of expenses is detailed in Appendix A. .

## **6. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**

### **6.1 Intellectual Property**

6.1.1 The Consultant agrees that the ownership of and the right to exploit all forms and aspects of Intellectual Property created by them in the

course of the Work shall belong to the Company and, accordingly, the Consultant undertakes to assign to the Company all rights which they may have in such Intellectual Property and that for the full term of such Intellectual Property and all renewals and extensions thereof.

6.1.2 The Consultant shall give written notice to the Company of all Intellectual Property created by them in the course of the Work and that as expeditiously as possible.

6.1.3 During the period of this Contract, and at all times thereafter, the Consultant shall execute and perform (at the Company's expense) all such applications, assignments, documents and acts as may reasonably be required by the Company for the purpose of vesting in it, Intellectual Property of the nature referred to in clause 6.1.1 and/or obtaining and enforcing any legal protection in respect of such Intellectual Property and that in such countries as the Company may, in its absolute discretion, determine.

6.1.4 For the avoidance of doubt all Intellectual Property used in the course of the Work which existed prior to commencement of the Work or developed/acquired separately from the Work shall remain the property of the party introducing it.

6.1.5 Any exceptions to Clause 6.1 are detailed in Appendix A.

## 6.2 **Confidential Information**

Both parties hereby undertake that they shall not during the period of this Contract, or thereafter, communicate any item of Confidential Information to a third party and shall not use the same on their own behalf or on behalf of a third party, other than for any purpose contemplated by this Contract. Information shall not be considered Confidential Information if it: (a) is already in the public domain or if it subsequently comes into the public domain other than by breach of this Contract; (b) was already known to the receiving party prior to its acquisition from the other party; (c) has been received from a third party who did not acquire it in confidence from the disclosing party, or someone owing a duty of confidence to the disclosing party; or (d) is required to be disclosed by law.

## 6.3 **Papers**

All memoranda, notes, records, reports, drawings and other documents and all specimens, models and samples made, executed or acquired by the Consultant during the course of their engagement shall be the property of the Company and shall be surrendered to the Company by the Consultant, from

time to time, on demand and/or on termination of this Contract.

#### 6.4 **Power of Attorney**

The situation in relation to Power of Attorney is detailed in Appendix A.

### 7. **EXCLUSIVE SERVICE**

The Consultant is an independent contractor and is therefore permitted to work for third parties during the currency of this Contract.

### 8. **UNDERTAKINGS**

8.1 The Consultant shall keep detailed records of all work carried out or costs and expenses incurred by the Consultant in relation to the Work and, at the reasonable request of the Responsible Officer, shall make them available for inspection and/or provide copies for the Company.

8.2 The personnel who will carry out the Work are detailed in Appendix A. Named personnel should not be changed during the course of the Contract without prior written approval of the Company, which shall not be unreasonably withheld. If named personnel are prevented from performing the Work, the Consultant shall report that fact and circumstances forthwith to the Responsible Officer and where such prevention is of uncertain duration shall keep the Responsible Officer informed of the expected duration.

8.2.1 The situation in relation to changes to personnel due to death or absence for a lengthy duration is detailed in Appendix A.

8.3 The Consultant shall conform in all respects with such matters as concern security and the safety, health and welfare of the persons working on the Premises as the Company may advise from time to time.

8.4 The Consultant shall not:

- (a) incur any expenses on behalf of the Company;
- (b) enter into any engagement or make any representation or warranty on behalf of the Company;
- (c) pledge, credit or otherwise oblige the Company; or
- (d) make any announcement in relation to the Contract or the transactions contemplated therein;

without in each case obtaining the Company's prior written consent. The Consultant shall indemnify the Company against all losses, liabilities, costs, claims and expenses (including, without prejudice to the foregoing generality, legal costs), which the Company may incur as a direct result of the Consultant's failure (including that of their personnel) to observe the

requirements of this clause.

## **9. LIABILITY**

- 9.1 The Consultant shall indemnify the Company upon demand against all direct costs, claims, losses, liabilities and expenses (including without prejudice to the foregoing generality, legal expenses) incurred by the Company and arising directly or indirectly out of any breach on the part of the Consultant of their obligations to the Company under and in terms of this Contract; or from any act of negligence, omission, default or breach of duty on the part of the Consultant in relation to the Company or a third party and in respect of which the Company suffers loss as referred to under this clause.
- 9.2 The Consultant shall indemnify the Company upon demand against all costs, claims, losses, liabilities and expenses (including without prejudice to the foregoing generality, legal expenses) which the Company may incur or loss incurred by the Company and arising out of any claim at the instance of a third party of whatever nature against the Company alleging infringement of copyright, trade or service name or mark or other Intellectual Property rights arising from acts of the Consultant provided that:-
- a) the Company shall promptly notify the Consultant in writing of any alleged infringement of which it has notice and shall make no voluntary admissions without the consent of the Consultant;
  - b) the Company shall give the Consultant all reasonable assistance (other than financial assistance);
  - c) the Company shall not, except where necessary to protect its rights, incur any cost or expense without the Consultant's prior written consent;
  - d) the material at issue has not been altered in any way other than by the Consultant.
- 9.3 The Consultant shall effect with an insurance company or companies acceptable to the Company a policy or policies of insurance covering all the matters which are the subject of the indemnities and undertakings on the part of the Consultant contained in this Contract in the sum of £1 million (£1,000,000) pounds sterling unless otherwise agreed by the Company in writing. The Consultant shall, if requested, provide the Company with a copy of the insurance policy or policies or such other evidence of insurance as the Company shall reasonably request prior to the commencement of this Contract, for inspection and approval by the Company and relevant renewal receipts thereafter. The Consultant shall maintain such insurance for the

duration of this Contract and for twelve months thereafter.

**10. CORRUPT GIFTS OR PAYMENTS**

The Consultant shall not offer or give or agree to give, to any member, employee or representative of the Company any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other Contract with the Company or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Contract.

**11. DISCRIMINATION**

11.1 The Consultant shall not unlawfully discriminate within the meaning of any law, enactment, order, regulation or other similar instrument relating to discrimination in employment (whether in relation to race, gender, religion or otherwise).

11.2 The Consultant shall take all reasonable steps to ensure the observance of the provisions of clause 11.1 by all servants, employees and agents of the Consultant and all sub-contractors.

**12. ASSIGNATION AND SUB-CONTRACTING**

12.1 The Consultant shall not, without the prior written consent of the Company, assign, transfer or sub-contract this Contract or any part of it to any person, firm or Company.

12.2 Subject to clause 12.1, if the Consultant assigns, transfers or sub-contracts this Contract or any part of it, the Consultant shall be responsible for all acts, omissions, breaches and negligence on the part of any sub-contractor, agent, firm, company or servants as if the act, omission, breach or negligence had been committed or omitted by the Consultant themselves.

**13. PENALTIES**

13.1 In the event of failure to deliver the Work within the timescale specified in Appendix A, penalties shall be imposed on the Consultant by the Company, in accordance with the level detailed in Appendix A.

13.2 Subject to clause 13.3, delivery of defective Work shall be deemed to be a failure to deliver, and penalties as aforesaid shall be imposed accordingly.

13.3 The delivery, whether on time or not, of Work which is, at the point of delivery,

not functional, but which is made fully functional or to the correct specification within a reasonable period, will not be deemed to be late delivery for the purposes of the imposition of the penalty. The Company shall be the sole judge of what is reasonable or not.

13.4 The parties hereby agree that the penalties specified in Appendix A represent an accurate pre-estimate of damage and loss which might be suffered by the Company as a result of any breach specified therein.

13.5 In the event that the Company imposes any penalty as aforesaid, they will be entitled to deduct the amount of any such penalty from any sums due to the Consultant, or to recover it in a separate claim.

#### **14. REGISTRATION OF A DOMAIN NAME**

Where relevant, the situation in relation to the registration of a Domain Name is detailed in Appendix A.

#### **15. OBLIGATIONS OF THE COMPANY**

15.1 The Company shall afford the Consultant such access to the Premises and/or provide within such reasonable timescale as may be advised, such additional information, records and other materials in its possession as may reasonably be required by the Consultant to undertake the Work.

15.2 If the Work is to be performed at the Premises, the Company will make available, free of charge, such working space and facilities at the premises as the Consultant may reasonably require to undertake the Work.

#### **16. STATUS OF CONTRACT**

Nothing in the Contract shall have the effect of making the Consultant the servant of the Company.

#### **17. VARIATIONS**

The Responsible Officer shall have rights from time to time to alter, amend, omit or otherwise to vary any part of the Work, in discussion with and with agreement in writing from the Consultant, and the Consultant shall carry out all such reasonable variations and be bound by the conditions of this Contract in so doing as though the variations were stated in this Contract.

#### **18. NOTICES**

18.1 Any notice or other communication whatsoever which either party hereto is

required or authorised by this Contract to give or make to the other shall be given or made either by post in a prepaid registered letter, or by e-mail or by facsimile transmission (confirmed in each case by post in a prepaid registered letter), addressed to the other party in the manner referred to in clause 18.2 below and if that letter is not returned as being undelivered that notice or communication shall be deemed for the purposes of this Contract to have been given or made after two business days for a letter, or four hours, for an e-mail or facsimile transmission.

18.2 For the purposes of clause 18.1 above the address of each party shall be that detailed in Appendix A.

## **19. PREVIOUS AGREEMENTS**

This Contract supersedes all previous contracts between the Company and the Consultant (whether verbal or in writing) in relation to the engagement of the Consultant with the Company to carry out the Work detailed in Appendix A.

## **20. ARBITRATION**

All disputes, differences or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract, other than a matter or thing as to which the decision of the Company is under the Contract to be final and conclusive, and except to the extent to which special provision for arbitration is made elsewhere in the Contract, shall be referred to a single arbiter to be mutually chosen by the parties or, failing agreement, nominated by the President of the Law Society of Scotland for the time being on the application of either party. Any such reference to arbitration shall be deemed to be an agreement to refer to arbitration within the meaning of the Arbitration (Scotland) Act 1894.

## **21. FREEDOM OF INFORMATION**

All information submitted to the Company may need to be disclosed and/or published by the Company. Without prejudice to the foregoing generality, the Company may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, (the decisions of the Company in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, as a consequence of judicial order, or order by any court or tribunal with the

authority to order disclosure.

**22. LAW**

This Contract shall, in all respects, be construed and interpreted and shall receive effect in accordance with the law of Scotland and the parties each submit to the non-exclusive jurisdiction of the Scottish Courts.

Please sign and return one copy of this document to confirm that you understand and accept the above Terms and Conditions.

Yours faithfully

*Jayne Rutherford*  
*Procurement Officer*

or

*Alistair Gordon*  
*Company Secretary*

Having read and understood the Terms and Conditions, I / we agree that the terms of my / our Contract with the Company include those set out in the attached document and that I / we have received a copy for my / our own reference and use.

Signed

Print name

Position

Dated

**APPENDIX A to CONTRACT *Individual Contract reference no. is entered here***

This is Appendix A referred to in Contract *Individual Contract reference number is entered here* between the Company and the Consultant.

Signed \_\_\_\_\_ (LT Scotland)

Signed \_\_\_\_\_ (Consultant)

<b>Description</b>	<b>Detail</b>
<b>Responsible Officer</b> (see clauses 1 and 4) <ul style="list-style-type: none"><li>• name</li><li>• contact number</li><li>• email address</li><li>• postal address for invoices</li></ul>	<i>Project Manager</i> <i>Telephone Number</i> <i>Email Address</i>  Finance Department Learning and Teaching Scotland The Optima, 58 Robertson Street Glasgow G2 8DU
<b>Work – Deliverables</b> (see clauses 1.1 and 3)	
<b>Deliverable(s)</b> (see clauses 1.1 and 3)	<b>Deadline(s)</b>
<i>Detailed list of deliverables</i>	<i>List of all corresponding deadlines</i>
<b>Contract Term</b> (see clause 2)	<i>Length of Contract detailed in months or days</i>
<b>Standard Notice Period</b> (unless there is a material Default) (see clause 2)	<i>One of the following options selected:</i> <ul style="list-style-type: none"><li>• <i>One Month</i></li><li>• <i>One Day.</i></li></ul>
<b>Reporting</b> (see clause 3)	<i>One of the following options selected:</i> <ul style="list-style-type: none"><li>• <i>Weekly</i></li><li>• <i>Monthly</i></li><li>• <i>By Agreement with the Responsible Officer.</i></li></ul>

**CONTINUED OVERLEAF /**

**APPENDIX A to CONTRACT [Individual Contract reference no. is entered here](#)**  
**(continued)**

<b>Remuneration</b> (see clause 4.1)	
<b>Rate</b> (inclusive of VAT) <b>Total value of Contract</b> (incl. VAT) <b>Max. number of days / hours</b> (if applicable) <b>Start date of Contract</b> <b>End date of Contract</b>	<i>Individual contract details listed</i>
<b>Submission of Invoices</b> (see clause 4.1)	<i>One of the following options selected:</i> <ul style="list-style-type: none"> <li>• <i>Monthly</i></li> <li>• <i>Quarterly</i></li> <li>• <i>On Completion of each Milestone</i></li> <li>• <i>On Completion of all Deliverables</i></li> <li>• <i>By Agreement of the Responsible Officer.</i></li> </ul>
<b>Contract Number</b> (see clause 4.1 (b))	<i>Individual Contract reference number</i> Error! Reference source not found.
<b>Project Number</b> (see clause 4.1 (b))	<i>Internal Project reference number</i> Error! Reference source not found.
<b>Expenses</b> (see clause 5)	<i>One of the following options selected:</i> <ul style="list-style-type: none"> <li>▪ <i>No Expenses will be paid – the Company will not reimburse the Consultant for any expenses incurred in respect of this Work.</i></li> <li>▪ <i>Only non T&amp;S costs previously agreed with the Responsible Officer will be paid. Expenses must be incurred wholly, exclusively &amp; necessarily in respect of this Work. See App B for claim form. All expenses must be invoiced for. Receipts must be provided.</i></li> <li>▪ <i>Expenses will be paid if incurred wholly, exclusively &amp; necessarily for this Work. Where costs are in relation to T&amp;S, the Company's T&amp;S guidelines must be followed - see App B. All expenses must be invoiced for. Receipts must be provided.</i></li> </ul>
<b>Acceptance Testing of Work</b> (see clause 4.4)	<b>The principal responsibilities for acceptance testing are as follows:</b>  <b>Test Plan</b> <i>One of the following options selected:</i> <ul style="list-style-type: none"> <li>• <i>Test plan provided by the company</i></li> <li>• <i>Test plan provided by the consultant</i></li> <li>• <i>Test plan provided jointly</i></li> <li>• <i>Test plan not applicable.</i></li> </ul>

*Individual Contract reference number is entered here* Error! Reference source not found.

	<p><b>Test Criteria</b>  <i>One of the following options selected:</i></p> <ul style="list-style-type: none"> <li>• <i>Test criteria provided by the company</i></li> <li>• <i>Test criteria provided by the consultant</i></li> <li>• <i>Test criteria agreed jointly</i></li> <li>• <i>Test criteria not applicable.</i></li> </ul> <p><b>Testing</b>  <i>One of the following options selected:</i></p> <ul style="list-style-type: none"> <li>• <i>Testing carried out by the company</i></li> <li>• <i>Testing carried out by the consultant</i></li> <li>• <i>Testing carried out jointly</i></li> <li>• <i>Testing not applicable.</i></li> </ul> <p><b>Failure Procedures</b>  <i>One of the following options selected:</i></p> <ul style="list-style-type: none"> <li>• <i>Failure procedures provided by the company</i></li> <li>• <i>Failure procedures provided by the consultant</i></li> <li>• <i>Failure procedures agreed jointly</i></li> <li>• <i>Failure procedures not applicable.</i></li> </ul> <p><b>Sign-Off</b>  <i>One of the following options selected:</i></p> <ul style="list-style-type: none"> <li>• <i>Sign-off on tests provided by the company</i></li> <li>• <i>Sign-off on tests not applicable.</i></li> </ul>
<p><b>Acceptance Testing Criteria</b> (see clause 4.4)</p>	<p><i>One of the following options selected:</i></p> <ul style="list-style-type: none"> <li>• <i>Details of acceptance test criteria listed</i></li> <li>• <i>Acceptance test criteria to be agreed</i></li> <li>• <i>Not Applicable.</i></li> </ul>

**CONTINUED OVERLEAF /**

**APPENDIX A to CONTRACT [Individual Contract reference no. is entered here](#)**  
**(continued)**

<p><b>Acceptance Testing Failure Procedures</b> (see clause 4.4)</p>	<p><i>One of the following options selected:</i></p> <ul style="list-style-type: none"> <li>• <i>Details of test failure procedures listed</i></li> <li>• <i>Test failure procedures to be agreed</i></li> <li>• <i>Not applicable.</i></li> </ul>
<p><b>Intellectual Property</b> (see clause 6.1.4)</p>	<p><i>One of the following options selected:</i></p> <ul style="list-style-type: none"> <li>• <i>There are no exceptions to this Clause</i></li> <li>• <i>Where the Intellectual Property pertains to materials produced by the Consultant for the purposes of research or teaching, the Consultant may request the Company's permission to publish or use such materials. The Company shall not unreasonably withhold their agreement. The Company shall be sole judge of what is reasonable or not.</i></li> </ul>
<p><b>Power of Attorney</b> (see clause 6.4)</p>	<p><i>One of the following options selected:</i></p> <ul style="list-style-type: none"> <li>• <i>This is not applicable in this Contract</i></li> <li>• <i>The Consultant hereby irrevocably appoints the Company to be the Consultant's true and lawful attorney, in their name and on their behalf, to execute any instrument, do anything and generally to use the Consultant's name for the purpose of giving the full benefit of this clause to the Company.</i></li> </ul>
<p><b>Named Personnel</b> (see clause 8.2)</p>	<p>The personnel who will carry out the Work is/are:</p> <p><i>Individual names of personnel listed here</i></p>
<p><b>Changes to personnel – death or absence for lengthy duration</b> (see clause 8.2.1)</p>	<p><i>One of the following options selected:</i></p> <ul style="list-style-type: none"> <li>• <i>This is not applicable in this Contract</i></li> <li>• <i>In the event of death or absence for a period of lengthy duration, the Consultant shall replace such named personnel with a person of equivalent ability, experience and qualifications.</i></li> </ul>

<b>Penalty Clause</b> (see clause 13)	<i>Details listed here regarding the level of penalty to be imposed</i>
<b>Registration of a Domain Name</b> (see clause 14)	<p><i>One of the following options selected:</i></p> <ul style="list-style-type: none"> <li>• <i>This is not applicable in this Contract</i></li> <li>• <i>The company has registered a Domain Name in relation to this Work. The terms and conditions applicable to such registration are available from: <a href="http://www.nominet.org.uk/ref/terms.html">http://www.nominet.org.uk/ref/terms.html</a> and are included as part of this Contract.</i></li> </ul>

**CONTINUED OVERLEAF /**

**APPENDIX A to CONTRACT [Individual Contract reference no. is entered here](#)**  
**(continued)**

<p><b>Address for Notices</b> (see clause 18)</p> <p>The Company</p> <p>The Consultant</p>	<p><b>Learning and Teaching Scotland</b> Procurement and Project Support The Optima, 58 Robertson Street GLASGOW G2 8DU</p> <p><i><a href="#">Name of Consultant detailed here</a></i> <i><a href="#">Address of Consultant detailed here</a></i></p>
<p><b>Special Terms (if applicable)</b></p>	<p><i><a href="#">One of the following options selected:</a></i></p> <ul style="list-style-type: none"><li><i><a href="#">This is not applicable in this contract</a></i></li><li><i><a href="#">Details of any special terms of contract listed here.</a></i></li></ul>

**END OF APPENDIX A**

**APPENDIX B to CONTRACT [Individual Contract reference no. is entered here](#)**

***This is Appendix B referred to in Contract [Individual Contract reference no. is entered here](#) between LT Scotland and the Consultant.***

Signed \_\_\_\_\_ (Consultant)

**EXPENSES FOR PROJECT [Internal Project Reference detailed here](#)**

**TRAVEL**

Public Transport should be used and claimed where possible. Claims should be limited to the actual fare for all necessary travel on public business. Low cost travel facilities should be used where available.

Taxi fares are not admissible except where heavy luggage has to be transported, where there is no other suitable method of transport or where the saving of official time is of paramount importance. Gratuities to porters, stewards, etc cannot be reimbursed. If you are required to use a private motor vehicle you may claim mileage allowances as shown below. The authorising signatory is required to approve, in advance, journeys in excess of 120 miles per day.

Travel costs should be supported by receipts where appropriate.

**MILEAGE ALLOWANCE**

Mileage Allowance: **30p per mile**

NB: mileage claimed should be the lower of home to destination or, where relevant, designated LT Scotland office to destination. In such cases home to 'office' mileage should not be claimed.

It is for the individual to ensure that they have the necessary motor insurance for their vehicle and that the claimant (driver) has a valid driving licence.

**SUBSISTENCE**

Where meals are applicable, maximum reimbursable expenditure (supported by vouchers) is:

Breakfast:	<b>£4.00</b>
Lunch:	<b>£4.00</b>
Evening meal:	<b>£15.00</b>

**OTHER EXPENDITURE**

Claims for other incidental expenditure should be limited to expenses necessarily incurred, and supported by numbered receipts or vouchers.

**OTHER CLAIMS**

If you have performed duties for any other person, body or authority during the period(s) covered by this claim you are asked to give details of the claims made or to be made against the person, body or authority. The amount of such claims may be deducted in whole or in part from this claim.

**[Individual Contract reference number is entered here](#) Error! Reference source not found.**

**Claim for reimbursement of Expenses – External bodies – Project [Internal Project Reference detailed here](#)**

To be submitted to [Project Manager's name detailed here](#)

Project # (4 digits)	Date & Time		Full Particulars of Journey	Mode of Travel	Travel			Subsistence £	Other Expenses £ (Specify & attach receipts)	Total £	VAT	NET
	Depart	Return			Miles	Rate	£					
Total £												

Name of Meeting / Group / Subject \_\_\_\_\_

Checked by:

Project Code:

SIGNATURE OF CLAIMANT \_\_\_\_\_  
 NAME IN BLOCK CAPITALS \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 DAYTIME TELEPHONE # \_\_\_\_\_  
 \_\_\_\_\_

Authorised for payment by Responsible Officer  
 Date \_\_\_\_\_  
 Signed \_\_\_\_\_

**END OF APPENDIX B**