



Quotation - Particle Characterisation Services

Characterisation of Dry Powders

Client: Johnson Matthey
Contact: James Dalton
CIC Contact: Jennifer Green
Reference: PCL-08-045
Date: 14 February 2008

Material:				
Undertake characterisation work as follows:				
Characterisation	Technique/Instrument	No of samples	Price	Total £
Particle Size Analysis	Malvern Mastersizer 2000 Scirocco Dispersion	1	138	138
			Total	138

- **A purchase order is required before work can commence**
- **Samples submitted to the address MUST have a valid MSDS form**
- **Standard turn around is approx 3 weeks**
- **A surcharge of 25% is added for analysis within 5 working days**
- **Discounts for multiple analysis are based on a 20% discount for 10 samples**
- **Unless packages are addressed properly delays to sample turnaround may occur**
- **Samples will be kept for 3 months after completion of work before being disposed of unless other arrangements are made.**

This quotation is valid for 30 days from this date and is subject to the Terms and Conditions overleaf.

No work will be undertaken until a valid Purchase Order and MSDS is received by:

Susanne Patel / Jennifer Green / Tara Sabir
ParticlesCIC
Particle Characterisation Laboratories
Houldsworth Building
University of Leeds
Leeds. LS2 9JT UK

Characterisation Terms & Conditions

- 1. Appointment**
 - 1.1. University Of Leeds and the Client agree to the provision of the Services entirely upon the following terms and conditions.
- 2. Definitions**
 - 2.1. "Leeds" means the Particles CIC at the University of Leeds
 - 2.2. "the Client" means the person, firm, company or other body to whom Leeds shall provide the Services.
 - 2.3. "Fees" means the fees (inclusive of disbursements) that may be charged by Leeds 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 Leeds to the Client as described overleaf in the quotation.
 - 2.7. "Methods" means standard operating procedures developed by Leeds during the work
- 3. Delivery of the Services**
 - 3.1. Leeds agrees to use its reasonable endeavours to deliver the Services in the quotation overleaf.
 - 3.2. Subject to other limitations contained within these terms and conditions Leeds shall ensure that the Services are delivered to a reasonable standard of quality.
 - 3.3. Leeds may use Sub-Contractors to deliver the Services under the same terms.
- 4. Primary Obligations of the Client**

The Client shall promptly provide any additional information or other consents required by Leeds in order to permit the delivery of the Services on time. If required the Client shall allow Leeds 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 Leeds or the Sub-Contractors shall remain the Client's property. Such Material shall remain entirely at the risk of the Client. Neither Leeds 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 Leeds 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 Leeds or the Sub-Contractors shall remain the property of Leeds or the Sub-Contractor. Such Material may not be used by the Client except with the written consent of Leeds
- 6.0 IPR and Publication Rights**
 - 6.1. New IPR created by Leeds 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 shall be the property of Leeds. The Client hereby grants to Leeds a perpetual, royalty free, non-exclusive licence to use the Foreground for teaching, testing and research purposes only.
 - 6.2. All IPR owned by Leeds or its Sub-Contractors and used in the delivery of the Services but which originally arose or has arisen outside of the Services ("the Leeds Background") and any new Methods shall remain the property of Leeds or its Sub-Contractors.
 - 6.3. All IPR owned by the client ("Client Background") shall remain the property of the Client.
 - 6.4. Before Leeds or Sub-Contractors may use the Client Background it shall first obtain the written consent of the Client.
 - 6.5. Before Leeds or Sub-Contractors publish information about the Services that contains Client Background it shall first obtain the written consent of the Client.
 - 6.6. If the Client does not make commercial use of the Foreground within 3 years from the completion of the Services Leeds may as its option take ownership of the Foreground for the sum of £1 or extend the term of its licence under clause 6.1 to include any use of such rights no longer being restricted just to teaching and research purposes only.
- 7. Fees and Disbursements**
 - 7.1. The Client shall pay the Fees within 30 days of the date of Leeds'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 Leeds 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. Leeds 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 Leeds may without exception to any other rights under the law claim all Fees due.
 - 8.5. Except as otherwise agreed in writing neither party may terminate the contract early.
- 9. Force Majeure**

Leeds 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 Leeds's obligations under this Contract shall be suspended and may only continue once such an event has ceased or been resolved.
- 10. Lien**

Leeds shall have a lien upon goods supplied or to be supplied to the Client if any sums shall remain outstanding to Leeds.
- 11. Limitation of Liability**
 - 11.1. Leeds shall not be liable for any consequential losses sustained by the Client.
 - 11.2. The liability of Leeds for negligence for any event or series of connected events shall be limited to the University of Leeds Professional Indemnity cover in place to protect its subsidiary companies.
 - 11.3. The total liability of Leeds 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 Leeds.
 - 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 Leeds'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.

Particles CIC
University of Leeds, Leeds LS2 9JT