



Oxford's Global
Innovation Consultancy

Apoyo a proyectos ANII en Vigilancia y Transferencia Tecnológica

Descripción de servicios y presupuesto

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1 Resumen Ejecutivo

1.1 Oxentia para Agencia Nacional de Investigación e Innovación

En el marco de la convocatoria Articulación Academia + Sector Productivo, la Agencia Nacional de Investigación e Innovación de Uruguay busca ofrecer la posibilidad a aquellos proyectos seleccionados que contraten servicios externos en temáticas de vigilancia y transferencia tecnológica. Estos servicios permitirán que las iniciativas seleccionadas en la convocatoria reciban apoyo adicional que les permita impulsar sus desarrollos.

Los ámbitos en los que las empresas recibirán apoyo estarán relacionados a:

- Entender mejor cuales son las normativas tanto a nivel local como global relacionadas a sus desarrollos
- Analizar la posible demanda futura de los desarrollos
- Quienes son sus competidores a nivel nacional e internacional
- Explorar los posibles colaboradores y proveedores de tecnología
- Evaluar cual es la estrategia comercial más adecuada para cada iniciativa

Por la presente expresamos nuestro interés en participar de este proyecto. Para la ejecución del servicio incorporaremos a nuestro equipo de trabajo a expertos asociados de la región, quienes podrán aportar su entendimiento sobre el contexto cultural, económico y social de los proyectos participantes. Todos nuestros consultores y asociados tienen amplia experiencia en:

- Proveer asistencia técnica y mentorías a empresas PyME para que innoven y trabajen con nuevas tecnologías de vanguardia.
- Desarrollar estrategias adecuadas para abordar los cuellos de botella en los servicios de transferencia tecnológica.
- Dar cumplimiento de aspectos regulatorios a nivel nacional e internacional.

1.2 Aspectos claves de esta propuesta

Por la presente confirmamos que nuestros antecedentes y experiencia cumplen los requisitos de la preselección. En este documento, compartimos:

- Una breve descripción de Oxentia y de nuestra oferta.
- Detalle de los servicios solicitados en la expresión de interés y presupuestos.
- Otros servicios que presta Oxentia.
- Términos y Condiciones.

2 Acerca de Oxentia

Oxentia Ltd es una consultora exitosa en gestión de la innovación y comercialización de tecnología que nació en 2004 como una división operativa dentro de Oxford University Innovation Ltd, la empresa líder mundial en transferencia de tecnología de la Universidad de Oxford.

La misión de Oxentia es proporcionar servicios de consultoría y asesoramiento de alta calidad en gestión de la innovación, derivados directamente de las perspectivas de los profesionales, a organizaciones de todo el mundo, añadiendo valor y fomentando el crecimiento económico en todos los niveles. Desde su creación, Oxentia ha trabajado con clientes de los sectores público y privado dentro de los que se encuentran empresas multinacionales, start-ups, departamentos universitarios, autoridades de financiación, parques científicos y gobiernos locales en mas de 70 países.

Nuestro equipo ofrece una amplia gama de servicios, entre los que se incluyen:

- Diseño y ejecución de estrategias de innovación
- Diseño y ejecución de estrategias de intercambio de conocimientos
- Apoyo a la transferencia de tecnología.
- Mapeo del ecosistema de innovación.
- Impartición de programas de tutoría y formación
- Diseño y ejecución de programas de aceleración y retos de innovación
- Evaluación del impacto de programas de innovación
- Scouting de tecnologías
- Apoyo en proceso de licenciamiento y ventas
- Posicionamiento de mercado para tecnologías

Hemos gestionado proyectos y servicios en una gran diversidad de enfoques culturales y en diferentes entornos socioeconómicos, lo que nos ha proporcionado una perspectiva única sobre las estrategias de innovación y comercialización que pueden aplicarse en distintas regiones y países. Nuestro equipo cuenta con una combinación excepcional de experiencia técnica y comercial que abarca la mayoría de las disciplinas de investigación, incluidos los sectores de tecnología agrícola, medio ambiente, ciencias de la vida, digital, electrónica, materiales, ingeniería y dispositivos médicos, así como la innovación en los ámbitos social y de humanidades. En conjunto, nuestro equipo multidisciplinario nos hace especialmente idóneos para trabajar con ecosistemas de innovación internacionales.

3 Descripción de los servicios y presupuesto

A continuación, se describen los servicios solicitados y el presupuesto asociado a cada uno de ellos

3.1 Estudio de vigilancia tecnológica (análisis del estado de la técnica relevante en el área de interés)

Descripción: Para este servicio, Oxentia propone llevar a cabo primero un análisis de debida diligencia para comprender mejor las áreas críticas del proyecto y su actual fase de desarrollo. Este ejercicio nos permitirá apreciar el valor de la tecnología, la solidez de la protección de la propiedad intelectual y el mercado potencial.

Contando con la información previa descrita, se definirán los objetivos y alcances en base a las necesidades del proyecto y se realizará un análisis del estado de la técnica en el área específica en base a los hallazgos del proceso inicial. Durante esta fase también esperamos conocer mejor al equipo y sus expectativas.

- Resultado: Informe resumiendo los hallazgos y recomendaciones.
- Alcance del estudio: A definir en cada caso particular con el cliente
- Tiempo estimado: A definir con el cliente en base a lo solicitado.
- Aclaración: El inicio y termino del servicio se acordarán directamente con el cliente en base a lo solicitado y la disponibilidad del equipo de Oxentia.

3.2 Informe de inteligencia estratégica

Descripción: El presente estudio se basa en la existencia previa de un análisis de vigilancia tecnológica. En base a los hallazgos de dicho estudio, se definirán con el cliente los objetivos del estudio de inteligencia estratégica, según las áreas prioritarias identificadas.

Posteriormente, se realizará la búsqueda que permita analizar tecnologías emergentes, patentes asociadas, competidores y tendencias del mercado para el área del proyecto, consultando bases de datos especializadas como MarketsandMarkets y Patsnap, entre otras.

- Resultado: Informe detallado de los hallazgos y recomendaciones.
- Alcance del estudio: A definir en cada caso particular con el cliente
- Tiempo estimado: A definir con el cliente en base a lo solicitado y horizonte del servicio.
- Aclaración: El inicio y termino del servicio se acordarán directamente con el cliente en base a lo solicitado y la disponibilidad del equipo de Oxentia.

3.3 Informe comercial

Descripción: Para este servicio, Oxentia propone 2 etapas. En la primera se realizará un análisis de la debida diligencia para comprender mejor las áreas críticas del proyecto, su actual fase de desarrollo y su posición en el mercado (Análisis de mercado y competidores). Si se determina que el proyecto está en posición para continuar hacia un proceso de comercialización, se avanzará a la segunda etapa en la cual el equipo de Oxentia trabajará estrechamente con el equipo del proyecto para desarrollar y/u optimizar la estrategia

comercial.

Oxentia y el equipo de proyecto acordarán los hitos y objetivos del informe que puede abarcar cuestiones técnicas del proyecto de innovación, así como aspectos comerciales, estratégicos y operativos. Los miembros del equipo participarán activamente en el proceso. Dependiendo de los resultados de la evaluación y del nivel de desarrollo de la tecnología, algunos de los temas a incorporar podrían incluir:

- *Desarrollo de un plan de financiación detallado*
 - *Atracción y obtención de socios técnicos y de desarrollo de mercado*
 - *Desarrollar y avanzar en un plan de «primeras ventas»*
 - *Identificación y desarrollo del equipo de gestión*
 - *Atracción y obtención de socios técnicos y de desarrollo de mercados internacionales*
 - *Estructuración de un plan detallado sobre cómo ampliar la empresa*
 - *Desarrollo de un plan de «ventas a escala»*
 - *Desarrollo de un plan de distribución para la internacionalización*
 - *Desarrollo de una estrategia de inversión y salida.*
- Resultado: Informe detallado que incluye información, análisis y recomendaciones de los hitos acordados.
 - Tiempo estimado: A definir con el cliente en base a lo solicitado.
 - Aclaración: El inicio y termino del servicio se acordará directamente con el cliente en base a lo solicitado y la disponibilidad del equipo de Oxentia.

3.4 Informe de aspectos regulatorios (nacionales e internacionales)

Descripción: Para este servicio, Oxentia propone primeramente llevar a adelante la debida diligencia para comprender mejor las áreas críticas del proyecto y su actual fase de desarrollo. Contando con la información previa descrita, se analizará el marco regulatorio para el producto en el ámbito de la tecnología e industria en cuestión y dentro de los límites territoriales propuestos. Finalmente, y en base a los hallazgos, Oxentia entregará conclusiones y recomendaciones asociadas a los aspectos regulatorios.

- Resultado: Informe detallado de los hallazgos, conclusiones y recomendaciones.
- Tiempo estimado: A definir con el cliente en base a lo solicitado.
- Aclaración: El inicio y termino del servicio se acordará directamente con el cliente en base a lo solicitado y la disponibilidad del equipo de Oxentia.

3.5 Asesoramiento en transferencia tecnológica

Descripción: Para este servicio, Oxentia propone llevar a cabo primero un análisis de diligencia debida para comprender mejor las áreas críticas del proyecto y su actual fase de desarrollo. Este servicio requerirá acceso a datos de la empresa/proyecto (por ejemplo, información sobre patentes, datos sobre ensayos de productos); si no podemos acceder a esa información, se limitará el alcance de los informes resultantes. A tener en cuenta, todos los datos y la información que comparta e intercambie con Oxentia estarán cubiertos por las cláusulas de confidencialidad de nuestras condiciones comerciales (que figuran al final de esta propuesta). Una vez analizada la tecnología, se realizará una evaluación de la misma y se determinará la mejor estrategia de transferencia tecnológica.

- Resultado: Informe detallado de los hallazgos y recomendaciones.
- Tiempo estimado: A definir con el cliente en base a lo solicitado.
- Aclaración: El inicio y termino del servicio se acordarán directamente con el cliente en base a lo solicitado y la disponibilidad del equipo de Oxentia.

4 Otros tipos de servicios (Valores a convenir con el cliente en base a sus necesidades.

4.1 Inmersión en el ecosistema del Reino Unido

Proveemos a equipos con la oportunidad de conectar con actores claves para el desarrollo de sus proyectos mediante un programa de inmersión en el Reino Unido donde los participantes pueden conocer instalaciones relacionadas a su sector de desarrollo e identificar y conectar con potenciales socios estratégicos para acelerar sus innovaciones.

4.2 Estrategia y gestión de la innovación

Ayudamos a las instituciones a desarrollar y aplicar nuevas estrategias de innovación. Podemos reforzar estas estrategias diseñando nuevas políticas y procesos de innovación adaptados a su contexto institucional. Trabajamos en conjunto para comprender los puntos fuertes de su institución y ecosistema con el fin de crear estrategias de innovación sostenibles y eficaces. Los apoyamos en cada paso del camino y dotamos a sus equipos de las capacidades y herramientas necesarias para aplicar nuevas estrategias y gestionar nuevos procesos.

4.3 Intercambio de conocimientos

Podemos ayudarle a trasladar la investigación al mercado. Le ayudamos a revisar y crear carteras de propiedad intelectual sostenibles y rentables, asistiéndole en la comercialización de proyectos desde la fase inicial hasta la entrada en el mercado y más allá.

4.4 Ideación y aceleración

Dotamos a los investigadores de una mentalidad emprendedora, aptitudes empresariales y la capacidad de identificar oportunidades para lograr un mayor impacto. Trabajamos con académicos e investigadores dotándoles de las perspectivas, competencias y herramientas necesarias para enfocar su investigación con mentalidad empresarial.

4.5 Formación

Cursos de formación acreditados por la Alianza de Profesionales de la Transferencia de Tecnología y soluciones de capacitación a medida. Podemos ayudarle a construir y formar equipos en todas las actividades de intercambio de conocimientos y proceso de comercialización, desde la captación de la idea hasta la negociación, el cierre del trato, la diligencia debida y la estrategia de mercado.

5 Términos y Condiciones

5.1 Impuestos

Esta tarifa no incluye los impuestos aplicables, incluidas las retenciones fiscales.

5.2 Gastos

Los honorarios no incluyen los gastos de viaje, alojamiento y manutención. Éstos se cobrarán además de los honorarios arriba indicados, de conformidad con la política de viajes y gastos de Oxentia, de la que puede obtenerse una copia previa solicitud.

5.3 Validez

Este presupuesto es válido durante 30 días a partir de la fecha de esta propuesta. La extensión de la validez será acordada con el cliente por escrito.

5.4 Términos y condiciones estándar

Los presupuestos presentados anteriormente estarán sujeto a nuestras Condiciones Generales descritas mas abajo. Si se aceptan los presupuestos, se formalizará un contrato para la prestación de los servicios y dicho contrato estará sujeto a nuestras Condiciones Generales. En caso de conflicto o incoherencia entre el presente presupuesto y nuestras Condiciones Generales, prevalecerá el Presupuesto.

6 Términos y condiciones estándar

STANDARD TERMS AND CONDITIONS

These Conditions apply to and govern the supply of consultancy services by Oxentia Ltd whose registered office is at 30 Upper High Street, Thame, Oxon. OX9 3EZ, UK.

1. Definitions

1.1. In these Conditions the following words have the following meanings:

the Agreement	means an agreement for the purchase of the Services by the Customer from Oxentia;
the Associate Consultants	means those individuals identified as associate consultants in the Quotation;
the Client	means the person, company or organisation ordering the Services from Oxentia under the Agreement;
the Conditions	means these terms and conditions;
Confidential Information	means all information (regardless of the form in which it is recorded or communicated) relating to either party's business affairs or activities or technology and which: (i) is, at the time of disclosure, marked "confidential"; (ii) has been identified in writing at the time it was made available to the other party as being of a confidential nature; or (iii) by its nature or the circumstances of its disclosure may reasonably be supposed to be confidential;
the Consultant	means the person or persons appointed by Oxentia to undertake the Project as set out in the Quotation;
the Contract Price	means all charges set out in the Quotation for performance of the Services;
Data Protection Law	All applicable laws and regulations pertaining to the security, confidentiality, protection of privacy of Personal Data, as amended or re-enacted from time to time, including (to the extent applicable) the General Data Protection Regulation ((EU) 2016/679) (GDPR).
the Deliverables	means all records, reports (written and oral), documents, papers, operating procedures and other materials set out as deliverables in the Quotation excluding any Training Materials
Expenses	means the reasonable costs incurred by Oxentia and/or the Consultant(s) or Associate Consultants in the performance of the Project including, but not limited to, travel, subsistence and accommodation costs;
Intellectual Property Rights	means patents, copyright, registered and unregistered design rights, utility models, trademarks (whether registered), database rights, rights in know-how and confidential information, and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country and all pending applications for and rights to apply for or register such rights;
the Project	means the project to be completed by Oxentia as described in the proposal set out in the Quotation;
the Quotation	means a written quotation issued by Oxentia specifying the Services to be performed and the cost of the Services and incorporating these terms by reference; and
the Services	means the services to be performed by Oxentia as specified in the Quotation which may comprise consulting advice and/or training.
the Training Materials	means all documents, papers, and other materials provided to the Client as part of any training delivered as part of the Services;

2. Consideration and Services

- 2.1. In consideration for the payment of the Contract Price and Expenses by the Client, Oxentia will provide the Client with the Services for the purposes of performing the Project.
- 2.2. If the Consultant becomes unable to complete the Project, Oxentia may appoint a substitute Consultant

acceptable to the Client, whose agreement to such a substitution will not be unreasonably withheld, delayed or conditioned.

- 2.3. The Client will pay Oxentia within 30 days of the date of Oxentia's invoice, in line with the payment schedule set out in the Quotation.
- 2.4. All accounts shall be paid to Oxentia Ltd, Willow Court, 7 West Way, Oxford, OX2 0JB, UK
- 2.5. The Contract Price and Expenses quoted are exclusive of Value Added Tax (or any similar tax) which will be paid by the Client at the rate and in the manner from time to time prescribed by law, and without deduction or set-off.
- 2.6. Oxentia will, at its discretion, be entitled to charge the Client interest at 0.5% per month (or part thereof) on all overdue invoices and in addition the full amount of administrative, legal and other costs of recovering outstanding monies.
- 2.7. All payments of the fees and costs of Oxentia will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any authority having the power to tax the payment being made to Oxentia, unless such withholding or deduction is required by law. In such event, the Client will pay such additional amounts as shall be necessary in order that the net amounts received by Oxentia after such withholding or deduction shall equal the amount which would otherwise have been receivable in respect of the payment in the absence of such withholding or deduction.

3. Confidentiality

- 3.1. Each party agrees:
 - 3.1.1. to keep the other's Confidential Information confidential and, except as permitted elsewhere in this Agreement, not to disclose that information to any other person, or use it for any purpose except for carrying out the Project or the performance of its obligations under this Agreement;
 - 3.1.2. to disclose the other's Confidential Information only on a need-to-know basis to its employees, officers, professional advisers, contractors and suppliers who have agreed to an undertaking similar to that in Clause 3.1.1; and
 - 3.1.3. immediately on receipt of a written request from the other party, or on the termination or expiry of the Agreement (however it happens), destroy or, at the other's request, deliver to the other, all copies of the other's Confidential Information, except that the Client will not be obliged to return or destroy any report, document, specification, software or documentation for which it has paid Oxentia.
- 3.2. Clause 3.1 does not impose any obligation upon either party with respect to Confidential Information that: was already known to the receiving party; was received by the receiving party from a third party without breaching a duty of confidentiality; is or becomes publicly known without the fault of the receiving party; is or has been independently developed by the receiving party's staff who did not have access to any of the disclosing party's Confidential Information; or is approved in writing for release by the disclosing party. Nothing in this Agreement will prevent the recipient from disclosing Confidential Information where it is required to do so by order of a court of competent jurisdiction or by law.
- 3.3. The provisions of this clause 3 will survive for the period of three years from the completion of the Project.

4. Data Protection

- 4.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause [4] is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 4.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Provider is the processor (where Controller and Processor have the meanings as defined in the Data Protection Legislation). Oxentia's proposal above sets out the scope, nature and purpose of processing any data by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of data subject (as defined in the Data Protection Legislation, Data Subject).

- 4.3. Without prejudice to the generality of clause 4.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this agreement.
- 4.4. Without prejudice to the generality of clause 4.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:
 - 4.4.1. process that Personal Data only on the written instructions of the Customer unless the Provider is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Provider to process Personal Data (Applicable Laws). Where the Provider is relying on Applicable Laws as the basis for processing Personal Data, the Provider shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer on important grounds of public interest;
 - 4.4.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 4.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 4.4.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and adequate safeguards are in place in relation to the transfer, as required by GDPR.
 - 4.4.5. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 4.4.6. notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - 4.4.7. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - 4.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause [4] and allow for audits (in order to establish compliance with this clause [4] only) by the Customer or the Customer's designated auditor. In carrying out any audit in accordance with this clause [4], the Customer shall use reasonable endeavours to avoid (and to ensure that any designated auditor of the Customer shall avoid) causing any damage or disruption to the Provider during the audit.
- 4.5. The Customer consents to the Provider appointing third-party processors of Personal Data under this agreement (each a Sub-Processor), provided that the Provider shall inform the Customer of any intended changes concerning the addition or replacement of other Sub-Processors. If within [30 days] of receipt of that notice the Customer notifies the Provider in writing of any objections (on reasonable grounds) to the proposed appointment, the Provider shall not appoint that proposed Sub-Processor until reasonable steps have been taken to address the objections raised by the Customer and the Customer has been provided with a reasonable written explanation of the steps taken. The Provider confirms that it has entered or (as the case may be) will enter with the Sub-Processor into a written agreement incorporating terms which are substantially similar to those set out in this clause [4]. As between the Customer and the Provider, the Provider shall remain fully liable for all acts or omissions of any Sub-

Processor appointed by it pursuant to this clause [4].

5. Non-Competition

- 5.1. Nothing in this Agreement will prevent Oxentia from providing services to a third party that is the same as the Services delivered to the Client, provided that Oxentia will not use the Client's Confidential Information to provide such services.

6. Liability

- 6.1. The provision of the Services will be the result of the exercise of Oxentia's professional judgment, based in part on the material and information provided to Oxentia by the Client and others. Oxentia makes no representation or warranty that the provision of the Services, Training, any Deliverables or Training Materials will not result in infringement of any third-party rights.
- 6.2. The work undertaken in the Project will be undertaken with reasonable skill and care. However, as the advice and assistance provided will be based in whole or in part upon information provided by the Client, the work is provided on an "as is" basis and Oxentia makes no representation or warranty as to the accuracy or suitability of the advice and assistance offered. In particular, Oxentia does not warrant that any action taken by the Client in reliance on advice provided by Oxentia will produce any particular outcome.
- 6.3. The Client will not make any claim for damages against the Consultant or any other individual engaged in providing the Services personally except in the case of fraud or wilful misconduct.
- 6.4. Subject to clause 6.8, the liability of Oxentia for any breach of this Agreement for any negligence or arising in any other way out of the subject-matter of this Agreement, will not extend to any incidental or consequential damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Client has advised Oxentia of the possibility of those losses arising or if they were or are within Oxentia's contemplation at the date of this Agreement.
- 6.5. Subject to clause 6.8, the maximum aggregate liability of Oxentia to the Client under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise shall not exceed the return of all fees paid by the Client under this Agreement.
- 6.6. All goods, materials, and documents supplied by the Client to Oxentia and /or the Consultant(s) are supplied entirely at the Client's risk and remain so whilst in Oxentia's or the Consultant's possession. Oxentia shall use the same degree of care as it uses to protect its own goods, materials, and documents, but no less than reasonable care, to prevent loss or damage to them. Oxentia shall not be liable for any loss or damage to the goods whilst in transit or during use for the purposes of this Agreement.
- 6.7. If any provision of this clause 6 is held to be illegal or unenforceable then it shall be deleted from this clause, but the remainder of the clause shall remain intact.
- 6.8. Nothing in this Agreement seeks to exclude liability for fraud, personal injury or death.

7. Termination

- 7.1. The Agreement, once accepted by Oxentia cannot be cancelled by the Client except with the written consent of Oxentia which shall not be unreasonably withheld, provided always that the Client will reimburse Oxentia the full amount of all expenditure it has incurred to date for the purpose of the Project or will incur in consequence of the cancellation.
- 7.2. This Agreement may be terminated:
 - 7.2.1. by Oxentia immediately on giving notice in writing to the Client if the Client fails to pay any sum due under the terms of the Agreement and that sum remains unpaid for 14 days after written notice from Oxentia that that sum has not been paid; or
 - 7.2.2. by either party immediately on giving notice in writing to the other if the other commits any material breach of any provision of the Agreement (other than any failure by the Client to make any payment, in which case Clause 7.2.1 will apply) and in the case of a breach which is capable of being remedied has failed, within 21 days after the receipt of a request in writing to do so from the other party, to remedy the breach; or

7.2.3. by either party immediately on giving notice in writing to the other if the other is made bankrupt or has a receiver or administrative receiver appointed to it or over any part of its undertaking or assets, or passes a resolution for winding-up (except for the purposes of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if the other becomes subject to an administration order or enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun, or if the other ceases or threatens to cease to carry on business.

- 7.3. On termination or expiry of the Agreement, the Client will immediately pay all of Oxentia's unpaid invoices and will pay Oxentia for all work done before termination or expiry and all expenses that Oxentia has incurred or has agreed to incur in connection with any work done or to be done for the Client.
- 7.4. No refund of any Contract Price or Expenses paid in advance will be made on the termination or expiry of the Agreement.
- 7.5. The expiry or termination of this Agreement for any reason will not prejudice any other right or remedy of either party and will not affect the rights and liabilities of either of the parties accrued prior to expiry or termination.

Clauses 1, 3, 6, 7.3, 7.4, 7.5, 7.6, 8, 9 and 10 will survive the termination or expiry of this Agreement

8. Force Majeure

- 8.1. If the performance of the Project by Oxentia is delayed or prevented by any circumstances or conditions beyond Oxentia's control, Oxentia shall have the right at its discretion to a) suspend further performance of the Project until such time as the cause of the delay shall no longer be present or; b) be discharged from further performance of and liability under this Agreement. If Oxentia exercises such right the Client shall pay that part of the Contract Price and Expenses which relate to the Services already performed.

9. Intellectual Property

- 9.1. Except for training activities, all Intellectual Property Rights in the Deliverables shall be the property of the Client and Oxentia hereby agrees to assign to the Client all rights, title and interest in and to any Deliverables together with any Intellectual Property Rights in those Deliverables.
- 9.2. For training activity, all Intellectual Property Rights in the Training Materials are, as between Oxentia and the Client, reserved to Oxentia and the Client is only granted a limited licence for participants in the training to be provided by Oxentia described in the proposal set out in the Quotation to use the Training Materials for the purposes of that training.
- 9.3. Except in relation to the Deliverables and the limited licence granted in relation to the Training Materials for training activities, the Client shall not acquire any rights in any materials, information, know-how, tools, models, methodologies, techniques and/or Intellectual Property Rights owned by Oxentia whether created during or prior to the performance of Services or that are licensed to Oxentia by any third party.

10. General

- 10.1. Subcontracting - Oxentia shall be entitled to sub-contract all or part of the Project, the Services or all or any of its obligations arising hereunder to the Associate Consultants named in the Quotation or otherwise with the prior written consent of the Client, which shall not be unreasonably withheld, providing that the subcontractor performs the duties with no less onerous terms and conditions than those herein.
- 10.2. Third Party Rights - The Contracts (Rights of Third Parties) Act 1999 shall operate in relation to this Agreement to give the Consultant(s) and any subcontractor of Oxentia enforceable rights as stated in this Agreement, but otherwise the terms of the said Act are expressly excluded, and no third party is intended to benefit from any rights under this Agreement.
- 10.3. No Partnership - Nothing in this Agreement shall create, imply, or evidence any partnership or joint venture between Oxentia and the Client or the relationship between them of principal and agent.
- 10.4. Use of Name - Neither party (including Oxentia subcontractors) will use the name of the other, in any marketing, advertising or promotion or to endorse any product or service unless the other party gives prior written consent.

- 10.5. Notices - Notices under this Agreement may be validly served by each party at the other party's address given in the Quotation or such other address as either Party may in writing notify to the other for such purpose.
- 10.6. Non-solicitation - Neither party shall during the term of this Agreement or for the period of nine months thereafter, solicit, or endeavour to solicit in any way, the services of or offer to employ or engage any employee of the other without the prior written consent of that other. If such undertaking is breached, then the party in breach will pay to the other an amount equal to fifty percent of the gross annual salary of such employee at the date their employment with that party terminates. Any such sum is payable on the date when the party first employs or uses the services of the employee, it being acknowledged that in view of the recruitment difficulties and costs in the industry, this sum is a reasonable pre-estimate of the loss caused to the other party by such action.
- 10.7. Assignment - This Agreement may not be assigned or transferred in whole or part by either party without the prior written consent of the other party.
- 10.8. Waiver - The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 10.9. Variation - No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 10.10. Entire Agreement - These Conditions will govern the provision of the Services to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation order, specification or other document) except where any special terms and conditions are included in a Quotation or agreed in writing by Oxentia. The Client warrants to Oxentia that the Client has not been induced to enter into the Agreement by any representation or warranty, whether oral or in writing, except those specifically contained in the Agreement as warranties. The Client waives any claim for breach of any representation and for any misrepresentation, whether negligent or otherwise (except in respect of any fraudulent misrepresentation) in relation to any representation which is not specifically set out in this Agreement.
- 10.11. Governing Law - The Agreement is governed by English law and the English Courts shall have exclusive jurisdiction to deal with any claim or dispute which may arise out of or in connection with this Agreement save for injunctive relief which may be sought in any court of competent jurisdiction.