

## Terms and Conditions

This Purchase Order constitutes an offer by the University of Reading (henceforth referred to as UoR) to purchase the goods and/or services identified in the Purchase Order (1) on the terms previously agreed by UoR with you by contract or framework items, or if no such contract or framework terms have been previously agreed, on UoR's terms and conditions, and (2) at the prices noted in the Purchase Order, or any other pricing document referred to in the Purchase Order, or previously agreed with UoR. The Terms and Conditions can be found at:

<https://www.reading.ac.uk/procurement/university-terms-and-conditions-of-purchase>

**The below project specific clauses will replace relevant terms in the above T&C document -**

1. Replace 8.13. Payment will be made upon successful completion of the set milestones. UoR will raise a PO once Space4Climate confirms the successful completion and will make the payment in time upon being invoiced. Where payment is not received, the supplier may suspend or withhold the delivery of the goods and/or performance of the services if any payment is overdue.
2. Clause 11 IP –
  - a. We do not expect any innovation or technological developments to arise from this activity therefore all outputs from this activity will belong to Space4Climate and it will retain rights to share knowledge gathered and lessons learnt with the community and for promotion purposes. Any credits and references will be duly made to the team producing the work.
  - b. Should any IP be generated during the course of the project deemed vital to the end result this must be communicated to Space4Climate and upon agreement the necessary IP clauses will be amended to allow the foreground IP to reside with the developers.
3. Clause 12 Indemnity and Liability. Clause 12.1 waived. Space4Climate reserves the right to monitor the progress and check the quality of work against agreed milestones and approve payment milestones based on the quality of work. Consortia will be required to share information at any stage of the project as and when requested and comply with promptly.
4. Clause 31 General. The supplier will need to enter into an agreement with its sub-contractors by the start of the project and share a copy of the signed agreement with Space4Climate as part of the first milestone.