



**Training and Supporting Community Researchers in  
Kent and Medway**

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## Introduction

This document is a response to the call by the organisations delivering Kent and Medway LINKs (Kent and Medway Networks Ltd) for joint work to develop the capacity of LINKs to learn about the main health and social care services issues facing 'seldom heard' communities in their areas. The Centre for Research and Development in the School of Health and Social Care at the University of Greenwich welcomes the opportunity to work with LINKs to train and support community researchers, and to conduct a research project in partnership with LINKs and these community researchers. In this proposal we will refer to the entire body of work as a 'programme', and a proposed piece of research with the community researchers as the 'project'.

The proposals that we are now making for consideration can be amended following further discussion. If we are able to reach agreement on the scope of the initial 2010/11 project it is proposed that this would be formalised through a standard Research Services Contract (template appended) between the University of Greenwich and Kent and Medway Networks Ltd. Our suggestions for the development and maintenance of the programme in 2011/12 are provisional and if there is interest in pursuing the Knowledge Transfer Partnership (KTP) option then this is subject to an externally regulated proposal process managed through the Technology Strategy Board. Above all, we envisage proceeding in an iterative and collaborative manner enabling the programme to respond positively to emerging issues, opportunities and environments. The collaborative approach would be exemplified by:

- Collaborative working between the Research Centre and LINKs. . The work of LINKs in Kent and Medway is an excellent starting point for a community research project designed to access the voice of 'seldom heard' groups. Working collaboratively will enable the organisation to undertake similar work in the future.
- The Researchers will work together with LINKs and the community researchers to gather, summarise and analyse the interview data.
- Continual monitoring of the evidence that is being gathered will be undertaken. In particular, a watching brief will be kept on who is participating (demographic characteristics etc); and which services are being commented upon. Any gaps will be identified, and discussion can take place on why this might be the case, and how any gaps might be addressed.
- A University of Greenwich Research Fellow would be recruited to co-ordinate, and monitor, the progress of the programme of work.
- Community involvement will be important at each stage of the process.
- Capacity Building so that LINKs can conduct similar research projects in the future is a key aim of the programme.

## Summary

The proposal is for a programme of work encompassing the following components:

### 1. Training Community Researchers

*The Centre for Research and Development in the School of Health and Social Care would work collaboratively with Kent and Medway LINKs to develop LINKs own capacity to conduct the necessary research. Community Researchers would work with LINKs to find out what the main issues with the systematic collection of qualitative data that can be utilised in the commentary on the next Care Quality Commission's Annual Check. We propose that the Centre trains, and works alongside, community researchers, as well as LINKs' development workers and project worker. The community researchers would be volunteers and could be drawn from LINK participants and/or LINK participant organisations. See Appendix A for a fuller explanation.*

2. Conducting a research project: an investigation into factors affecting the use of health and social care services by diverse communities.

*This will be conducted as a participatory project by LINKs, LINKs Community Researchers and the University of Greenwich. The aim will be for 10 Community Researchers, trained by the University, to conduct the research project within their own communities. A research fellow will be employed by the University in order to work on this research project.*

3. Developing a 'tool kit' to support the continuation of the research on an ongoing basis.

*All stages of the initial research project will be thoroughly documented, and following the completion of the project the University will work with LINKs to develop a 'tool kit'. The 'tool kit' could then be used to replicate the initial research project. This could be facilitated either by continuing with the employment of the research fellow, or by the establishment of a Knowledge Transfer Partnership (see Appendix for Details) between the University and Kent and Medway Networks Ltd, subject to the project meeting the KTP sponsors requirements and approval of the formal KTP plan .*

4. Maintenance of the Programme

*We propose that the initial research project is replicated in full, but this time being led by LINKs with the assistance of the University. As with the development of the 'tool kit', this could be facilitated either by continuing with the employment of the research fellow, or by the establishment of a Knowledge Transfer Partnership between the University and LINKs.*

We anticipate that components 1 and 2 take place between September 2010 and March 2010; and that components 3 and 4 begin in April 2011. These proposals are further developed below.

## **Training Community Researchers.**

The Centre for Research will train community researchers, and LINKs staff, to conduct one-to-one qualitative interviews. We envisage that LINKs' own staff will take responsibility for helping the community researchers organise the various research activities, but they could also conduct some research themselves. It is important for them to attend the training, whether or not they are to undertake research. It would be valuable for community researchers and LINKs staff to work together at each stage of the research process.

Our previous experience suggests that training of community researchers is most effective if it forms an integral part of the research process. This means, for example, that community researchers will be trained in how to construct an interview topic guide through the process of constructing a topic guide for the piece of research they are planning to conduct. This training will therefore be conducted around the proposed research project (discussed in the following section). The research method to be used is qualitative one to one interviews.

We propose the following schedule of training sessions. At this stage only broad areas of training are specified, as we would anticipate collaborating with LINKs on the design of this training.

**Day 1:** What is qualitative research? How to design a qualitative research study. What are the advantages/disadvantages of one to one interviews versus questionnaires?

Practical sessions:

- ✚ Designing a study: who should be interviewed and how? How can we be systematic about selecting people to be interviewed? Can any other research methods be used?

- ✚ Developing interview questions: What do we want to learn? How to formulate questions and develop a topic guide.

**Day 2:** Conducting qualitative research. Tips and techniques for interviews and/or focus groups.

Practical sessions:

- ✚ Small group work practising interviews – role play.
- ✚ Finalising topic guides.

**Day 3:** Conducting qualitative research. Research ethics and safeguarding issues. Further tips and techniques for interviews. The bulk of this day will be spent on safeguarding training. This is essential as the Community Researchers may be involved in research with vulnerable adults and safeguarding issues may emerge.

Practical sessions:

- ✚ Design Research Ethics systems.
- ✚ Safeguarding, and disclosures.

### *Community Researchers conduct a round of interviews*

**Day 4:** De-brief and researcher support day. Discussion of conduct and progress of research to date, and suggestions for future activity. The day will focus on assessing how systematic and robust, the research process has been to date; and will consider whether additional, or alternative methods, might be adopted.

Practical sessions:

1. Identification of research gaps (eg. are we reaching all the communities we are aiming for?). How to fill gaps.
2. Practicing interviews – using role play when researchers reproduce situations they may have found challenging.
3. Critically analyse the topic guides, and modify or revise in the light of emerging issues.
4. Review research ethics.

### *Community Researchers finish conducting research*

**Day 5:** Discussion of emerging research findings, summarising and describing the data and starting the analysis. Discussion of “themes” and “thematic analysis”. Interactive discussion and workshops will take place throughout the day. The data will be managed with the help of qualitative data analysis software such as NVivo or Framework with the aim of identifying themes that occur across the entire body of data collected by all the community researchers.

Practical sessions:

1. Describing and summarising the data
2. Identification of recurring ideas and issues in the data.
3. Coding the interview transcripts
4. Ordering the emerging themes.

The training would thus be organised around the project that Medway and Kent LINKs would like to pursue in order to learn about the main issues for ‘seldom heard’ groups in relation to health and social care services.

**Staff**

Dr Lesley Hoggart will co-ordinate this work, and undertake the training with the support of the Research Fellow, and University of Greenwich experts on Safeguarding training. Lesley is an experienced qualitative research trainer who has recently trained and supported community researchers on three projects: *Investigating the health and sexual health needs of Unaccompanied Minors in Enfield and Haringey (funded by Enfield and Haringey TPCTs)*; *Health for Haringey, an evaluation of healthy living centres (funded by Age Concern Big Lottery Funding)*; and *an investigation into community childcare needs in the London Borough of Camden (funded by London Borough of Camden)*.

The Research Fellow (to be appointed) will also support the community researchers on an ongoing basis, and co-ordinate the administration of the research with LINKs staff.

## Conducting a Research Project

The training will thus be organised around the project that Medway and Kent LINKs would like to pursue. We propose the following working title for this project: *An investigation into factors affecting the use of health and social care services by diverse communities*. It is designed to contribute towards LINKs' overall aim of identifying inequalities in health/social care; and the results of the project can be used to help LINKs contribute towards strategies for reducing such inequalities.

Research aims:

- ✚ to identify inequalities in health and social care
- ✚ to contribute towards a strategy that could be pursued locally to overcome such inequalities
- ✚ to provide research evidence that can help LINKs influence decisions made by other health and social care bodies, and inform agendas of such bodies
- ✚ to increase the number and diversity of participants involved in LINK activities

These aims are to be achieved through the following research objectives:

- ✚ to undertake qualitative research with trained volunteer community researchers that are embedded within selected 'seldom heard' communities
- ✚ to identify the main issues for 'seldom heard' communities in relation to health and social care services
- ✚ to identify any barriers that need to be overcome for these groups to access health and social care services

## Methodology

This will be a community-based research project, with a participatory approach. Key features of participatory research are: community members are the subjects of the research, take part in collecting the data, and analysing the data; and their communities are the primary beneficiaries of the knowledge creation.<sup>1</sup> In this project, we propose that Community Researchers will be involved at each stage of the research project: recruiting research participants; collecting the data; analysing the data; using the results to improve services for the communities. In this project the data will be gathered in semi-structured qualitative one to one interviews. The semi-structured approach is most appropriate for community researchers because it gives them a script to follow, and so ensures consistency across the different communities; but it also allows participants the flexibility to raise issues of specific interest to themselves. The emerging data is thus comparable whilst allowing for diversity in experiences and views.

The roles of the University, and LINKs permanent staff, are to:

- ✚ support the community researchers when they are gathering data

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<sup>1</sup> See, for example, <http://www.caledonia.org.uk/research.htm>

- ✚ work collaboratively with community researchers in the analysis and writing up of the results
- ✚ link the local situations (research findings) to the overall aim of reducing inequalities in health and social care across Kent and Medway

The aim is to train up to ten community researchers. Each researcher will then interview 5-8 other members of their group. It is expected that the researchers will be paid for this work.<sup>2</sup> The groups we envisage the community researchers coming from would be:

- BME - one community
- Physical disability - user
- Gypsy/travellers community
- Mental health - user and carer
- Learning disability - user and carer
- Youth
- Transient - refugees/asylum seekers, foreign workers
- Isolated/rural community
- Unemployed
- Illiterate

The interview topic guide will be developed during the community researcher training sessions. In this way, it will benefit from the knowledge of people who are already part of these groups. It will focus on identifying the main issues in relation to health and social care (it is likely that some of these will be established during the training sessions); barriers (such as culture, language, mental health, etc) that need to be overcome in order to access **all** available services, and also barriers to engagement with the LINK. It is likely that some of the interview questions will be tailored according to the composition of the groups in the research.

LINKs Community Researchers will aim to recruit five members of their group to be interviewed. This will give a total sample of up to fifty participants. This sample will be monitored to ensure that the research captures a diversity of experiences.

### Research Timetable 2010/2011

MONTH	TASK	RESPONSIBILITY	LEAD RESPONSIBILITY
Aug/Sept 2010	Recruit Research Fellow	UofG	UofG
	Recruit community researchers	LINKs	LINKs
Oct 2010	Research training	UofG	UofG
	Obtain ethics committee approval	UofG	UofG
Nov 2010	Start fieldwork	Joint	LINKs
	continue training	UofG	UofG
Dec 2010	Finish fieldwork	Joint	LINKs
	Begin data coding and analysis	Joint	UofG
	Final training session	Uof G	UofG

<sup>2</sup> See INVOLVE publication on payment for involvement: <http://www.invo.org.uk/pdfs/involveinternalpaymentpolicyfeb2010.pdf>

Jan 2011	Finish coding*	Joint	UofG
Feb 2011	Finish analysis and start report writing	Joint	UofG
March 2011	Finish report by mid-March	Joint	UofG

\* Assuming 50 transcripts, the coding will take 17 days.

We would envisage a similar timetable for the second part of the programme, but with more time being devoted to producing the 'tool kit'.

## **Research Outputs 2010/2011**

The data will be coded by the research fellow at the University of Greenwich, following joint work discussing the main themes in the data. Further analysis and report writing will be undertaken by the University and LINKs (including the community researchers) collaboratively. The final output will be a research report.

## **Developing a research 'tool kit'; and maintenance of the programme.**

We suggest that the programme is continued through the development of a 'tool kit' and through replicating the research project in different communities. The 'tool kit' will be developed by the research fellow (or KTP associate), and will be based on materials from the first round of community researcher training, and thorough documentation of the research project itself. The research trainer (Lesley Hoggart) will also advise on the development of the 'tool kit'. This supervisory time will be included in a KTP.

The replication of the research project will involve training a new set of community researchers, and the University will help with this. However, it is envisaged that the research fellow (or KTP associate) and LINKs staff take the lead in this second round of training. This process would be greatly helped if one or more members of LINKs were able to undertake a post-graduate research methods programme (costed in budget below).

These options for 2011/12 are outline suggestions only, and are subject to further discussion. We have not therefore provided a budget for this extension of the programme.

2010/2011

**Budget for the Different Options (to be paid to the University)**

Option	Staff	Cost
Community Researchers	Research Trainer (LH)	£5,000
Safeguarding Training	Safeguarding expert	£1,000
Project Management (1 day per month, 7months)	Research Trainer (LH) *	(£3519)
Overarching: research fellow (.5 for 6months)		£12,000

\* Optional. Could be provided by LINKs.

**Budget for the Different Options (to be covered by LINKs)**

Option	Staff	Cost
Community Researchers	LINKs staff	tbc
Paying Community Researchers		tbc
Interview transcription	Sourced out	Approx £60 per interview
Interview incentives		£20 voucher per participant
Community Researcher Training Venues		tbc
Recording Equipment		£500 approx
Translation (when needed)		Approx £60 per interview

## Appendix 1

### KNOWLEDGE TRANSFER PARTNERSHIPS

#### What is a Knowledge Transfer Partnership?

Knowledge Transfer Partnerships (KTP) is a UK-wide programme enabling businesses to improve their competitiveness, productivity and performance.

A KTP achieves this through the forming of a Partnership between your business and an academic institution (such as university, further education college or research and technology organisation), enabling you to access skills and expertise to help your business develop.

The knowledge sought is embedded into the business from the knowledge base through a project, or projects, undertaken by a recently qualified person (known as the Associate), recruited to specifically work on that project. KTPs can vary in length from **1 to 3 years** (classic KTP) and from **10-40 weeks** (shorter KTP), depending on the needs of the business and the desired outcomes.

KTP enables new capability to be embedded into the business and has benefited and continues to benefit a wide range of businesses across many sectors, including micro sized, small and large businesses, **third sector organisations** or public.

#### How does it work?

With the help of a KTP Adviser and the support of your KTP Office, you will identify an academic or researcher who has the right expertise for your business. With your chosen knowledge base partner, you will then define and agree a project that will enable you to draw on their expertise and apply it to your business. The agreed project could be for any length of time between 10 weeks to 3 years, depending on whether your business need is tactical or strategic. The overall aim of the KTP is to help your business make a step change in an area that you have identified as a high priority.

#### Which businesses can take part?

KTP has worked with over 3,000 organisations. From manufacturing to design, sustainability to marketing; any business sector, including third sector and public sector organisations such as the NHS, can take part. Businesses of all sizes can take part too, from micro businesses to large enterprises.

Ask your KTP Adviser or KTP Office for more advice.

#### What type of projects can we carry out?

KTP works across a wide range of academic disciplines from over 140 knowledge bases. Expertise from the knowledge bases has already helped businesses to improve their performance.



## For example:

- Improving existing products or developing new products
- Developing and implementing a marketing strategy to enter new markets
- Developing new systems and frameworks to improve efficiencies in staff and processes

## How does the project develop?

When you, the KTP Office, the knowledge base partner and, in some cases, the Adviser have worked together to prepare a proposal, the knowledge base partner makes a formal application to the Technology Strategy Board for approval.

Once it has been approved, you and the knowledge base partner will recruit an Associate to work on the project. Depending on the duration of the KTP, your Associate will be a qualified person (either NVQ level 3 equivalent or above, such as a graduate or postgraduate). Typically, they are employed by the knowledge base partner but work in your business to manage the project, apply their own knowledge and ensure that the expertise of the knowledge base partner is embedded into your business.

Academics from the knowledge base remain closely involved throughout the project, working with people to contribute their own knowledge and experience. They will spend the equivalent of at least half a day each week with you and your KTP Associate

## What will it cost?

**A KTP is part-funded by a Government grant. A small to medium-sized enterprise (SME) would be expected to contribute about a third of the costs involved in the project.**

The average annual contribution to a project for an SME would be from around £20,000.

This contributes to the costs of the Knowledge Base Supervisor and Associate employment and development. Your contribution to the costs of the project not only gives you the services of your KTP Associate, but also the time and expertise of the academics or researchers working with you, and, in the case of a long-term strategic KTP, expert guidance from a KTP Adviser.



<p><i>Insert details of the Field</i></p>	<p><b>Client:</b></p> <p style="text-align: right;">(the "Field")</p>
<p><b>F</b> <i>Insert start date</i></p>	<p>Work on the Project will commence on _____ (the "Commencement Date")</p>
<p><b>G</b> <i>Insert end date</i></p>	<p>Work on the Project is estimated to finish on _____ (the "Completion Date")</p>
<p><b>H</b></p> <p><i>Insert payment and time of payment details and delete as applicable</i></p>	<p>The Client will pay to GUE Ltd. the following amount(s) (plus VAT) at the following intervals:</p> <p>A Fixed Price of £ _____ and or a daily rate of £ _____</p> <p>Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> in Advance <input type="checkbox"/> in Arrears <input type="checkbox"/> or in accordance with the following milestones;</p> <p style="text-align: right;">(the "Price")</p>
<p><b>I</b></p> <p><i>Insert expense details</i></p>	<p>GUE Ltd. shall be entitled to charge the Client additionally for expenses reasonably incurred in the performance of the Project: <input type="checkbox"/> Yes Yes not exceeding £ _____ <input type="checkbox"/> No (the "Expenses")</p>
<p><b>J</b></p> <p><i>Tick as appropriate</i></p>	<p>The Project can be terminated on: one week's notice <input type="checkbox"/> one month's notice <input type="checkbox"/></p> <p>Three month's notice <input type="checkbox"/> only on completion of the Project <input type="checkbox"/></p>

AGREED by the parties through their authorised signatories:-

For and behalf of **Greenwich University Enterprises Limited**

For and behalf of **The Client**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

## Terms and Conditions

1. **Definitions** The following words shall have the following meanings:

1.1. The definitions **GUE Ltd.**, **Completion Date**, **Commencement Date**, **Expenses**, **Field**, **Price** and **Project** shall have the meanings set out above.

1.2. **Agreement** shall mean the contract formed by the Client's acceptance of this agreement on the terms set out and referred to on this page and overleaf.

1.3. **Background IP** shall mean all technical know-how and information known to either of the Parties at the date of this Agreement together with all intellectual property rights owned by or licensed to the Parties at the date of this Agreement, all technical know-how and information and intellectual property rights owned by or licensed to the Parties which is not Foreground IP.

1.4. **Client** shall mean the person or organisation that is to receive, and pay for, the services defined in the Project, the name of which is set out at clause B overleaf.

1.5. **Confidential Information** shall mean information provided directly or indirectly by one Party to the other Party in oral or documentary form or by way of models, biological or chemical materials or other tangible form or by demonstrations and whether before, on or after the date of this Agreement which in each case at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; and any copy of the foregoing.

1.6. **Consultant** shall mean the person/s named at clause C overleaf who will render part-time scientific, technical or other services in connection with the Project.

1.7. **Foreground IP** shall mean all information, know-how, results, designs, inventions and other matter capable of being subject of intellectual property rights which is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of the Project.

1.8. **Parties** shall mean GUE Ltd. and the Client and 'Party' shall mean either of them.

### 2. Duration and Termination

2.1. This Agreement shall commence on the Commencement Date and GUE Ltd. shall use its reasonable endeavours to complete the work by the Completion Date, or such other date as may be agreed by the Parties.

2.2. This Agreement may be terminated by either Party giving written notice to the other as specified overleaf at clause J.

2.3. If the Consultant is or becomes unavailable to work on the Project this Agreement may be terminated by either Party giving written notice to the other Party such notice to take effect either forthwith or as specified in the notice.

2.4. GUE Ltd. may also terminate forthwith this Agreement if the Client

(a) commits a material breach of the terms or conditions of this Agreement and in the case of a breach capable of remedy within 30 days, does not remedy the breach within 30 days of notice from GUE Ltd. specifying the breach and requiring it to be remedied; or

(b) compounds or makes arrangements with its creditors or goes into liquidation (voluntarily or otherwise) other than for the purpose of a bona fide reconstruction or a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of its business or assets or if any similar or analogous event occurs.

2.5. On termination of this Agreement, the Client will pay to GUE Ltd.:

(a) any payment which was due to GUE Ltd. prior to the date of termination but which was not paid prior to termination, and

(b) a proportion of the next payment (if any) falling due after the date of termination reflecting GUE Ltd.'s actual expenditure on Project work prior to the date of termination and any non-cancellable commitments entered into by GUE Ltd..

2.6. On termination of this Agreement, if this Agreement states that GUE Ltd. will prepare a report, it will be provided to the Client once any payments due under clauses 2.5 above and 4 below have been received by GUE Ltd..

### 3. Price

3.1. Where the Price is quoted on a daily rate basis, a day shall mean up to seven (7) hours work. Any hours worked beyond seven (7) hours in a day shall be charged pro-rata to the Client.

3.2. GUE Ltd. retains the discretion to charge for any reasonable costs incurred in connection with any variation in or delay to the Project resulting from the Client's instructions or lack of instructions.

### 4. Payment

4.1. In consideration of the services to be provided under the Project by GUE Ltd. to the Client, the Client shall pay the sums described in Clause H overleaf to GUE Ltd. and in accordance with the payment provisions set out in that clause.

4.2. All sums due under this Agreement:

- (a) are exclusive of Value Added Tax which where applicable will be paid by the Client to GUE Ltd. in addition to any amount or rate quoted;
- (b) shall be paid on the due date(s) by the Client to GUE Ltd. as specified overleaf or no more than 30 days after receipt of GUE Ltd.'s invoice;
- (c) shall be made in Sterling by the Client in accordance with the instructions set out in GUE Ltd.'s invoice. All payments shall quote GUE Ltd.'s invoice reference.

#### **5. Confidential Information**

5.1. Each Party shall keep confidential and secret any and all Confidential Information that it may acquire in relation to the business or affairs of the other Party. Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement. Each Party shall be responsible for ensuring that its officers and employees comply with the provisions of this clause.

5.2. The obligations on a Party set out in clause 5.1 shall not apply to any information which:

- (a) was known by a Party before it was imparted by the other Party; or
- (b) is publicly available or becomes publicly available through no act or omission of that Party; or
- (c) is developed by or on behalf of that Party by any person(s) who have not had any direct or indirect access to, or use or knowledge of, the Confidential Information imparted by the other Party; or
- (d) a Party is required to disclose by order of a court of competent jurisdiction.

5.3. The provisions of this clause 5 shall survive any termination of this Agreement for a period of 5 years from termination.

**(...continued overleaf...)**

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## **6. Intellectual Property**

6.1. All Background IP used in connection with the Project shall remain the property of the Party who introduces it. No licence is granted to either Party's intellectual property unless specifically agreed to in writing.

6.2. All Foreground IP solely applicable within the Field ("Specific Foreground IP") shall be the property of the Client who may use the same as it considers appropriate, subject to a royalty-free, perpetual non-exclusive licence being granted to GUE Ltd. for non-commercial purposes, save that GUE Ltd. may use Specific Foreground IP as enabling technology in other research and consultancy projects (including projects which benefit from third-party funding). At the request and expense of the Client, GUE Ltd. shall execute such documents as may be necessary to transfer title to and apply for patents or other protections for such Specific Foreground IP.

6.3. All Foreground IP outside the Field or applicable not solely within the Field ("Generic Foreground IP") shall be the property of GUE Ltd. who may use the same as it considers appropriate, subject to a royalty-free, perpetual non-exclusive licence being granted to the Client for the purposes of the Project and for subsequent commercial use in the Field. At the request and expense of GUE Ltd., the Client shall execute such documents as may be necessary to transfer title to and apply for patents or other protections for such Generic Foreground IP.

6.4. Each Party grants to the other a worldwide licence to use and market Background IP to the extent reasonably necessary in order that the other Party might exploit the market potential of Specific or Generic Foreground IP licensed under 6.2 and 6.3 herein.

6.5. The licences granted in clauses 6.2, 6.3 and 6.4 may be sub-licensed with the prior written consent of the licensor (which shall not be withheld or delayed unreasonably).

## **7. Visits and Property**

7.1. The Client may attend, on reasonable notice and at mutually agreed times at GUE Ltd.'s premises and inspect progress of the Project from time to time. GUE Ltd. shall not be liable for any loss, destruction of or damage to items or property provided by the Client to GUE Ltd. on whatever terms in connection with the Project, except if caused by the negligence of GUE Ltd. and always subject to clauses 10.3, 10.4 and 10.5.

## **8. Publication**

8.1. GUE Ltd. will not publish any Foreground IP within the Field except with the prior written consent of the Client.

8.2. GUE Ltd. may publish by whatever means the Foreground IP outside of the Field.

## **9. Signature/Amendment**

9.1. The Client acknowledges and agrees that no signature other than that of an authorised representative of GUE Ltd. shall make this Agreement binding on GUE Ltd..

9.2. No variation, amendment or addition to the terms of this Agreement can be made or agreed unless it is in writing and signed by an authorised representative of GUE Ltd..

## **10. Warranties, liability and indemnities**

10.1. Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

10.2. GUE Ltd. undertakes that it will use reasonable endeavours to perform the Project and if any part of the Project is performed negligently or in breach of contract then, at the request of the Client given within 6 months of the Completion Date, GUE Ltd. will re-perform the relevant part of the Project, always subject to 10.3 and 10.4 below.

10.3. GUE Ltd. expressly does not warrant that any result or objective whether stated in this Agreement or not shall be achieved, be achievable or be attained at all or by a given Completion Date or any other date.

10.4. Except in the case of death or personal injury caused by GUE Ltd.'s negligence, GUE Ltd.'s liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the contract Price paid to GUE Ltd. under this Agreement.

10.5. Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

10.6. The Client shall indemnify and hold harmless GUE Ltd. from and against all Claims and Losses arising from loss, damage, liability, injury to GUE Ltd.'s employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information, device or product supplied to the Client by GUE Ltd. its employees or consultants, or supplied to GUE Ltd. by the Client within or without the scope of this Agreement. "Claims" shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and "Losses" shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

11. **Notices.** Any notices required to be given under this Agreement shall be in writing and sent by first class mail only to the addresses specified at clauses A and B overleaf or to such other addresses as the Parties may specify from time to time in writing. They will be deemed to have been received three working days after posting.

12. **Non-assignment.** Neither Party may assign, delegate, sub-contract or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party.

13. **Force majeure.** GUE Ltd. shall not be liable under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond its reasonable control, including without limitation any delays or failures by the Client to give adequate instructions or approvals.

14. **Assistance and delay by the Client.** The Client shall provide all information and materials sufficient in the reasonable opinion of GUE Ltd. to enable GUE Ltd. to proceed with the Project on or after the Commencement Date. If at any time in the reasonable opinion of GUE Ltd. such information and/or materials are not provided in a timely fashion then GUE Ltd. may alter the Commencement Date or the Completion Date or terminate the Agreement as provided for in this Agreement.

15. **Jurisdiction.** The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the nonexclusive jurisdiction of the English courts to which the Parties hereby submit.

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**SPECIAL CONDITIONS**