

Standard Research Agreement Menu of Optional / Single Company Clauses



1 Recitals – DECC

Additional Recital (number as appropriate) as follows:

“The Department of Energy & Climate Change (DECC), Atholl House, 88-86 Guild Street, Aberdeen, AB11 6AR is also involved in supporting the Project [but under a separate agreement with the Researcher].”

2 Shell UK as a party (definition of “Affiliate”)

“**Affiliate**” (in respect of Shell) means:

- (a) Royal Dutch Shell plc and/ or any company (other than Shell) which is from time to time directly or indirectly controlled by Royal Dutch Shell plc. For this purpose:
 - (1) a company is directly controlled by another company or companies if that latter company owns or those latter companies together own fifty per cent or more of the voting rights attached to the issued share capital of the first mentioned company; and
 - (2) a company is indirectly controlled by another company or companies if a series of companies can be specified, beginning with that latter company or companies and ending with the first mentioned company, so related that each company of the series (except the latter company or companies) is directly controlled by one or more of the companies earlier in the series.
- (b) any company which is managed or operated by a company as defined in (a) above and/or has a service agreement with Shell and/or another company as defined under (a) above pursuant to which it pays on a cost sharing or recovery basis a proportion of certain of the costs of Shell or such other company.

3 Shell Canada as a party (definition of “Affiliate”)

“**Affiliate**” means, in reference to Shell Canada Energy, any other Person which:

- (a) directly or indirectly controls or is controlled by the first Person; or
- (b) is directly or indirectly controlled by a Person which also directly or indirectly controls the first Person;

and for the purposes of this definition, a Person shall control another Person if such Person has the power to direct or cause the direction of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise;

“Person” means any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency or instrumentality, unincorporated body of persons or association.

4 Chevron North Sea Limited as a party (designation details)

CHEVRON NORTH SEA LIMITED, a company registered in England under number 1546623 with its registered office at 9 Cavendish Square, London, UK, W1G 9DF its principal place of business at Chevron House, Hill of Rubislaw, Aberdeen AB15 6XL, hereinafter called the COMPANY;

and

[CONTRACTOR], a company registered in England/Scotland* under the number [●] with its registered office at [●] and its principal place of business at [●], hereinafter called the CONTRACTOR.

4 Conoco Phillips UK Limited as a Party (definition of “Affiliate”)

“Affiliate” means:

Any company, or other entity controlled by, having control of or under common control with a Party to the Agreement. “Control” means the right to exercise directly or indirectly the vote of 50% or more of the voting shares

Conoco Phillips as a Party (definition of “Affiliate”)

“Affiliate” means:

- (a) Any company (“parent company”) which holds or controls directly or indirectly 50% or more of the shares carrying the right to vote at a general meeting, or its equivalent, of the party in question;
- (b) Any company with respect to which a parent company, as defined in (a) above, holds or controls directly or indirectly 50% or more of the shares carrying the right to vote at a general meeting, or its equivalent;
- (c) Any company in which the party in question holds or control directly or indirectly 50% or more of the shares carrying the right to vote at a general meeting, or its equivalent.

5 “Net Sales Price” means:

means the gross invoice price charged by the Researcher (or by its authorised licensees/ distributors) in respect of the sale or lease price of a product to a third party, less prompt payment, trade or quantity discounts, storage, packaging and transport costs, insurance charges and any governmental charge, tax (not computed on income) or duty directly payable in respect of the sale, lease, or transport of the Product to the extent they are included in the gross invoice price provided however that if the Researcher (or any authorised Licensee(s)/ distributor(s), sells or leases any Product to a third party for a consideration other than money or in any transaction which is not at arm’s length, the Net Sales price shall be based upon the Researchers (or authorised Licensee’s/ distributor’s) prevailing invoice price charged to independent and unrelated third party purchasers for the Product in question.

6 University as a party

Replace Clause 2.6 (Publication of Project Results)

“Where the Researcher in any given Project is a University or other academic institution the results of the Project shall as far as possible, but commensurate with the need to protect the results for further action and support as determined by the Steering Committee, be published in accordance with normal academic practice after completion of the Project. Consent for publication prior to the completion of the Project shall be with the agreement of the Steering Committee which shall not be unreasonably withheld. Researcher shall provide Participants with the opportunity to have their company name identified alongside any published articles and shall not use or reproduce a Participant’s name, logo or corporate branding within any material to be published without the prior written consent of such Participant.”

7 Options for implementation/or licensing

One or more of the following options may be required or selected for inclusion as Clause 7.3:

- (1) In the event that Products arising from the Foreground are available in restricted quantities, the Researcher shall ensure that the Participants have priority of access on an equal basis to such Products for a period of [] years following completion of the Project.
- (2) The Researcher shall ensure that each Participant shall receive a discount of []% on the list price of Products arising from the Foreground, for a period of [] years, or until such time as the total of all discounts amounts to [] times said Participant’s contribution under this Agreement, whichever is the sooner. The list price shall be taken to be that being offered to non-Participants wishing to purchase and/or rent said Products in the same region and based on similar volumes and specifications.
- (3) Researcher, or Researcher’s Licensee, shall pay to each Participant a royalty of [x] percent (x%) of the Net Sales Price for all Products sold, leased or otherwise disposed of by Researcher, for a period of [] years, or until such time as the total of all royalties amounts to [] times said Participant’s contribution under this Agreement, whichever is the sooner. Such royalty shall not apply to any sales or leases of Products to Participants and their Affiliates.
- (4) Researcher shall, on or before the last day of January of each year, forward to each Participant a written statement showing the Net Sales Price for all Products sold, leased or otherwise disposed of during the immediately preceding annual period (i.e. 1 January through to 31 December) and the computation of the royalties due and payable hereunder. The royalties from the preceding annual period shall be due on said last day of January, and payment of the amount shown to be due to each Participant shall accompany each such statement by Researcher. Payments made after thirty (30) days from the due date shall include an interest charge on the amount due calculated at the annual rate of twelve percent (12%).

- (5) Researcher shall keep such detailed records as may be necessary to determine the royalty owing hereunder for a period of five (5) years after the statement or for such other period as is required by law, to which such records pertain, is rendered to a Participant. Each Participant shall have the right to, or to have its designee, audit and examine, at such Participant's expense, these detailed records of Researcher, during regular business hours.

For any other arrangements, appropriate contractual wording will be agreed between the Parties.

8 Application of English Law

The following as an alternative to Clause 15.4.

"This Agreement shall be governed by the laws of England and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts".