CPO Consultant Agreement

Version 1.2

Cover page

Field	Value
Consultant	
Address	
Email	
Country	
Name as listed on our website	
Effective date	
Agreement version	1.2

Every field above needs filling in before either of us signs. If any of it changes later, tell us and we will update our records.

1. Who this is between

This agreement is between CPO Ltd, registered in the United Kingdom with company number 4012016, and the consultant named on the cover page. Below, "we" and "us" mean CPO Ltd, and "you" means the consultant.

It is written in plain English on purpose. If any part of it reads as unclear or unfair to you, tell us before you sign and we will discuss it.

Everything in this agreement comes to us by email. Send your signed copy there, send any notice this agreement calls for there, and use it whenever a section below says to ask us or tell us: cpo@electronoptics.com

2. What the consultant network is

We list independent specialists who use our CPO software in their own work, so that customers buying a licence can find someone who already knows the programs and the physics.

Being listed costs you nothing. It does not make you our employee, and it does not oblige you to take on any particular piece of work.

3. Initial consultations

Every new CPO licence includes one initial consultation, which we pay for.

The customer chooses a consultant from our website and we make the introduction. You are free to turn any introduction down - because of a conflict of interest, because the work is outside your expertise, or simply because you do not have the time. You do not have to give a reason.

An initial consultation is up to six hours of your time. That includes any preparation, the session itself, and a short written note to the customer afterwards setting out what you discussed and what you recommend. You may scope it more tightly than six hours if that suits the work, and you are not expected to go beyond it.

The customer has six months from the date they buy their licence to use their initial consultation. If they need longer, they can ask us.

4. Getting paid

Every initial consultation is worth £500. You must tell us how you would like it handled.

Most consultants send us an invoice for £500 after the session, and we pay by bank transfer.

We understand that it is not always possible or desirable to accept a fee. You may instead ask us to put the £500 towards additional seats, an upgrade or a renewal on your own CPO licence; to pay it to your employer or your institution rather than to you; or to pay it to a charity or research fund that you name. You may also decline it.

Tell us which you would like before you accept the introduction and we will confirm it in writing. If you have not told us, we will ask before we pay anything. Declining is a decision you make one consultation at a time: it is never something we assume, and you can invoice us for the next one.

We will ask the customer how it went. We will pay within 30 days of your invoice, or of the session where no invoice is due, whether or not the customer has replied to us. If the customer tells us they were unhappy, we will talk to you about it.

You are responsible for your own taxes, and for any registration or reporting your own country requires, whichever of these you choose. We do

not deduct anything from the fee. Each of us pays our own bank's charges on the transfer.

One thing we ask you to tell us about. If you have an interest in the customer who bought the licence - you work for them, you own part of the business, or they are a close connection - say so before you accept the introduction. We will usually still be glad for you to do the work. What we will not do is pay a consultation fee on an introduction arranged between you and someone close to you without our knowing.

5. Work after the initial consultation

Anything you agree with the customer after the initial consultation is between you and them.

We take no commission on it. We do not set your rates, we do not review your contract, and we are not a party to it. We would rather stay out of it: it is simpler all round, and it keeps us out of work we are not qualified to supervise.

If a disagreement comes up between you and a customer and you both want us to help, we will. That is a favour rather than an obligation, and we are not taking sides.

6. Who you support

We ask you to consult only for people holding a current paid CPO licence.

This is the one real commitment we ask of you, and the reason is straightforward: sales are what pay for the software's continued development. The free edition exists for learning, teaching and non-profit research, and is not licensed for commercial work at all.

If someone approaches you without a licence, please direct them to us.

7. The CPO Complete licence we give you

Once a customer has bought a package and engaged you, we will give you a licence for CPO Complete at our own cost, so that you can do the work.

That licence is for you, the person named on the cover page. It is not for your employer, your firm, your colleagues or your students, and you may not transfer it, sublicence it, or share your installation with anyone else.

You may use it for commercial work only where the work is for a customer holding a current paid CPO licence. It does not matter whether we introduced that customer to you. Any other paid use falls outside this licence - for example, consultancy for clients without a licence, work for an employer who does not hold one, running paid training courses on the software, or building a service that other people pay to use.

You may use it freely for your own learning and for keeping your skills current.

If you need the software before your first engagement, use the evaluation edition to prove out an idea, or ask us and we will see what we can do.

The ordinary CPO licence terms apply to your copy as well as this section: https://electronoptics.com/help/licence

Your licence ends when you leave the network.

8. Your listing on our website

We will not publish anything about you that you have not seen and approved.

You can change your listing whenever you like, mark yourself unavailable for a while, or ask to be taken off the site altogether. Your email address is never shown publicly unless you tell us to show it. Listings appear in a different order on each visit, so that nobody is permanently at the top. At the moment, these amendments are by email. If you would like to be able to do them yourself, tell us and we will see what we can do.

9. Keeping things confidential

Anything a customer tells you in confidence stays confidential, and so does anything we tell you about a customer, an introduction, or our plans.

Some customers will want a signed non-disclosure agreement before they say very much. That is normal, and it is between you and them. If it helps, we publish a plain English mutual NDA that you are welcome to use: https://electronoptics.com/help/nda

This section carries on applying after this agreement ends.

10. Customer information we pass to you

When we introduce you to a customer, we pass on their name, their email address, and a short description of what they are working on.

Once you have it, that information is yours to look after and you decide how you use it for the engagement. In data protection terms you are an independent controller of it, not processing it on our behalf. Use it for the engagement and for work the customer asks you to do. Do not add customers to a mailing list or send them marketing unless they have agreed to it.

If a customer asks you to delete what you hold, please do, unless you have a legal reason to keep it.

11. Who owns the work

We do not claim any ownership of the work you do for a customer. Not the models, not the reports, not the recommendations.

What you and the customer agree between yourselves about ownership of the deliverables is up to the two of you, and it is worth agreeing in writing at the start. Most customers will expect to own what they have paid for.

We claim no ownership of a customer's own files either, in the same way the company that makes a word processor has no claim on the documents written with it. Nothing about our software gives us a claim to them, and we do not lock anyone in: a customer can keep their project files, hand them to someone else, and open them under their own licence, during the engagement and after it.

The software itself, its documentation and our website content remain ours.

12. You are independent, not employed by us

You are an independent consultant. This agreement does not make you our employee, our agent, our partner or our representative, and it does not create a joint venture.

You cannot enter into commitments on our behalf, quote prices for our software, or hold yourself out as speaking for CPO Ltd.

You are welcome to say that you are an independent consultant in the CPO consultant network, and to link to your listing on our site. Please do not describe yourself as working for CPO Ltd, or use our logo on your own materials without asking us first.

13. No warranty, and limits on what either of us owes the other

Your advice is your own. We do not check it, approve it, or stand behind it, and we are not liable to a customer or to anyone else for it. If a customer has a complaint about your advice, that is a matter between you and them.

Our total liability to you under this agreement, for anything, is limited to the fees we have paid or owe you over the twelve months before the problem arose.

Our software is supplied as it is. We give no warranty that every error has been removed from it or from its documentation, and no warranty that it is suitable or fit for any particular purpose. Neither we, nor our employees, contractors or agents, nor the authors of the software, are liable for any loss, damage, cost, expense, claim or fee arising from any deficiency, defect or error in it.

Nothing here limits anything that cannot lawfully be limited.

14. Export controls and sanctions

Charged particle optics has uses that some countries control.

You are responsible for complying with the export control and sanctions law that applies to you, to your customer, and to the country you are working in. If an engagement we introduce you to looks as though it might raise an export control or sanctions question, tell us, and do not start work until it is settled. We would far rather lose a sale than be part of something we should not be.

15. Ending this agreement

Either of us can end this agreement at any time by giving the other 30 days' notice in writing. Neither of us has to give a reason.

Either of us can end it immediately if the other seriously breaks it.

If an initial consultation has already been agreed with a customer when notice is given, please finish it. We will pay for it as normal.

When this agreement ends, your CPO Complete licence ends with it, and we will take your listing off the site. Sections 9, 10, 11, 12 and 13 carry on applying.

16. Changes to this agreement

This is version 1.2. If we change it, we will email you the new version at least 30 days before it takes effect.

Carrying on as a consultant after that date means you accept the new version. If you would rather not, tell us and we will part on good terms under section 15.

17. General

This agreement, together with the cover page, is the whole of what we have agreed. It replaces anything either of us said beforehand.

Neither of us can transfer this agreement to anyone else without the other agreeing in writing.

If a court finds any part of this unenforceable, the rest still stands.

This agreement is governed by the law of England and Wales, and the courts of England and Wales have jurisdiction.

If something goes wrong between us, we will talk about it properly first and try to sort it out. We are realistic about this. We may well be in different countries, and going to court over a disagreement about a single consultation would cost both of us more than it could recover. If we cannot fix it by talking, either of us can end this agreement under section 15 and walk away.

This agreement is written in English, and the English version is the one that counts.

Not legal advice

We are not lawyers. We have written this to be clear rather than clever, and it has not been reviewed by a solicitor. If you would like your own legal advice on it before signing, please do so.

Signatures

	CPO Ltd	**Consultant**
Signature		

	CPO Ltd	**Consultant**
Name		
Position		
Date		