

**Conditions of Contract for the Purchase of**

**Consultancy and Professional Services**

|  |  |
| --- | --- |
| **Clause No** | |
| 1 | Definitions and Interpretations |
| 2 | Designated Representatives |
| 3 | Assignment and Sub-Contracting |
| 4 | Relationship of Parties |
| 5 | Quality of the Services |
| 6 | Rate of Progress and Completion |
| 7 | Supplier’s Personnel |
| 8 | Equal Opportunities |
| 9 | Variations |
| 10 | Termination |
| 11 | Payment |
| 12 | Indemnity |
| 13 | Insurance |
| 14 | Business Continuity |
| 15 | Intellectual Property |
| 16 | Return of Purchaser Property |
| 17 | Publicity |
| 18 | Confidentiality |
| 19 | Data Protection |
| 20 | Audit Access |
| 21 | Laws, Regulations and Bye-Laws |
| 22 | Privity of Contract |
| 23 | Retendering & Handover |
| 24 | Transfer of Undertakings (Protection of Employment) Regulations (TUPE) |
| 25 | Corrupt Gifts |
| 26 | Anti Bribery |
| 27 | Severability |
| 28 | Waiver |
| 29 | Force Majeure |
| 30 | Dispute Resolution |
| 31 | Law |
| 32 | Notices |
| 33 | Survival of Obligations |
| 34 | Entirety |

**1. Definitions and Interpretations**

1.1. For the purposes of the Contract, except where expressly stated to the contrary, the following words in capitals shall have the following meanings:

1.1.1. CONDITIONS means the standard conditions of contract set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Purchaser and the Supplier.

1.1.2. CONTRACT means the agreement between the Purchaser and the Supplier for the supply by the Supplier to the Purchaser of the Services incorporating these Conditions, Schedule A and Schedule B as attached, and the documents described in the Form of Agreement as forming the Contract or, if there is no Form of Agreement, the documents described as forming the Contract in the Purchaser's written notification to the Supplier of the award of the Contract.

1.1.3. CONTRACT PRICE means the sum to be paid by the Purchaser to the Supplier calculated in accordance with the prices and/or rates detailed under the Contract.

1.1.4. DATA means all designs, models, drawings, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documentation, manuals, photographs, negatives, tapes, discs, software or any other similar items.

1.1.5 DATA BREACH means any act or omission that (i) compromises the security, confidentiality or integrity of the Personal Data that Supplier Processes for and on behalf of the purchaser (including, by way of example, the unauthorised loss or disclosure of any such Personal Data by Supplier); (ii) compromises the physical, technical, administrative or organisational safeguards put in place by the Supplier that relate to the protection of the security, confidentiality or integrity of such Personal Data (including any breach of the IT and data security requirements); or (iii) causes the Purchaser or Supplier to be in breach of data protection Law (in particular the General Data Protection Regulation).

1.1.6 DATA CONTROLLER has the meaning set out in the DPA up to and including 24 May 2018 and has the meaning set out in the GDPR from 25 May 2018.

1.1.7 DATA PROTECTION PARTICULARS means, in relation to any Processing under this Agreement: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects.

1.1.8 DATA SUBJECT has the meaning set out in the DPA up to and including 24 May 2018 and from 25 May 2018 has the meaning set out in the GDPR

1.1.9 DPA means the Data Protection Act 1998 and the rules and regulations made or having effect under it;

1.1.10 GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1,4.5.2016;

1.1.11. PERSONAL DATA has the meaning set out in the DPA up to and including 24 May 2018 and from 25 May 2018 has the meaning set out in the GDPR. For the purposes of this Agreement, Personal Data shall include Sensitive Personal Data

1.1.12. PROCESSING has the meaning set out in the DPA up to and including 24 May 2018 and has the meaning set out in the GDPR from 25 May 2018, and "Process" and "Processed" shall be construed accordingly;

1.1.13 PROCESSOR has the meaning of "Data Processor" as set out in the DPA up to and including 24 May 2018 and has the meaning set out in the GDPR from 25 May 2018;

1.1.14. PURCHASER means the University of Cumbria and includes its successors and assignees.

1.1.15. PURCHASER PROPERTY means any property belonging to the Purchaser, including any information, Data, documentation, materials, software and equipment provided by the Purchaser to the Supplier for the purpose of carrying out the Services.

1.1.16 SENSITIVE PERSONAL DATA means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR;

1.1.17. SERVICES means the carrying out of the Specification as required under the Contract including, but not limited to, the provision by the Supplier of all necessary resources including personnel.

1.1.18. SITE means the place where the Services or any part thereof are to be performed.

1.1.19. SPECIFICATION means the description of the activities to be performed by the Supplier in accordance with the Contract and any modification thereof as may from time to time be provided to the Supplier by the Purchaser

1.1.20. SUPPLIER means the person, firm or company awarded the Contract by the Purchaser and includes the Supplier's legal personal representatives, successors and permitted assignees.

1.1.21 TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006

1.2. In these Conditions and the Contract:

1.2.1. In the terms defined under Clause 1.1, the masculine includes the feminine and the neuter, and the singular includes the plural, as the context requires;

1.2.2. The headings are for convenience only and shall not affect its construction or interpretation;

1.2.3. The expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;

1.2.4. References to any statute, statutory provision, directive of the Council of the European Union or other legislation include a reference to that statute, statutory provision, directive or legislation as amended, extended, re-enacted, consolidated or replaced from time to time (whether before or after the date of the Contract) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute, statutory provision, directive or legislation provided always that the liability of either the Purchaser or the Supplier shall not be increased by any such amendment, extension, re-enactment, consolidation or replacement made after the date of the Contract.

1.2.5. Any reference to “writing” or “written” includes any form of visible reproduction of words but not e-mail or other similar electronic communication.

**2. Designated Representatives**

2.1. The Purchaser may by notice to the Supplier appoint a Purchaser Representative who shall have the authority to act on behalf of the Purchaser on such matters in connection with the Contract as shall be specified in such notice. The Purchaser may by further notice to the Supplier revoke or amend the authority of the Purchaser Representative or appoint a new Purchaser Representative.

2.2. Subject to any limitations specified by the Purchaser in the notice referred to in Clause 2.1 the Purchaser Representative may from time to time by notice to the Supplier delegate all or any part of his authority to an assistant or assistants who shall be known as “Purchaser Assistant Representative”. The Purchaser Representative may by further notice to the Supplier revoke or amend the delegated authority of any Purchaser Assistant Representative or appoint a new Purchaser Assistant Representative.

2.3. The Supplier shall by notice to the Purchaser appoint a Supplier Representative who shall have authority to act on behalf of the Supplier on such matters in connection with the Contract as shall be specified in such notice.

**3. Assignment and Sub-Contracting**

3.1. The Supplier shall not assign the Contract in whole or in part or any benefit or interest therein without the prior written consent of the Purchaser.

3.2. The Purchaser may assign or otherwise transfer the Contract in whole or in part or any benefit or interest therein by notice to the Supplier.

3.3. The Supplier shall not sub-contract the whole or any part of the Services without the prior written consent of the Purchaser. If such consent is given it shall not relieve the Supplier from any liability or obligation under the Contract and the Supplier shall be responsible for the acts, omissions, defaults or negligence of its sub-contractors, its agents or servants as fully as if they were the acts, omissions, defaults or negligence of the Supplier.

3.4. If consent is granted by the Purchaser under Clause 3.3 the Supplier shall ensure that all rights, duties and obligations the Supplier has under the Contract shall be included in any sub-contract that the Supplier enters into with any sub-contractor.

**4. Relationship of Parties**

4.1. The Supplier's status shall be that of an independent Supplier and the relationship of the parties shall not be that of principal and agent or employer and employee.

4.2. The Supplier shall have the status of a self-employed person and shall not be entitled to any pension, bonus or other benefits from the Purchaser. The Supplier shall be responsible for all tax and other liabilities in respect of the Contract Price, unless otherwise determined by the Purchaser.

4.3. The Supplier represents to the Purchaser that the Supplier has the skills, experience and qualifications to enable it to perform the Services to the standards specified and required by the Purchaser. The Supplier acknowledges that the Purchaser is entering into the Contract in reliance on such representation.

4.4. The Supplier is required to notify the Purchaser of any conflict of interests immediately any such conflict arises.

**5. Quality of the Services**

5.1. The Supplier shall perform the Services at the Site and otherwise in accordance with Schedule A and the Specification.

5.2. Services shall be carried out to the satisfaction of the Purchaser and the Supplier shall use the highest standard of skill and care that is ordinarily exercised by experienced and competent Suppliers carrying out services of a similar nature to the Services.

5.3. The Supplier shall devote such of its time attention and abilities to the Services as may be necessary for the proper performance of its obligations under the Contract.

5.4. The Consultant shall provide the Services, and supply to the Supplier such deliverables as may be required in the provision of the Services, in accordance with the timetable and requirements described in Schedule A.

5.5. The Purchaser or the Purchaser Representative shall have the right to inspect and examine the work being performed on the Purchaser’s behalf at any reasonable time. Where any part of the work is being performed on premises other than the Purchaser’s, reasonable notice shall be given to the Supplier. The Supplier shall give all such facilities as the Purchaser Representative may reasonably require for such inspection and examination.

5.6. Notwithstanding that the Services or any part thereof have been the subject of any instruction, review, approval, acknowledgement or inspection, the Supplier shall not be relieved from any liability or obligation under the Contract.

5.7. If the Purchaser notifies the Supplier of any deficiency in the Services, which in the reasonable opinion of the Purchaser is attributable to the Supplier, the Supplier shall, without prejudice to the Purchaser's other rights, promptly remedy the deficiency in the Services as required by the Purchaser. All costs of such remedy shall be borne by the Supplier.

5.8. If, following a deficiency as outlined in clause 5.7, the Supplier fails to remedy the deficiency promptly in accordance with the Purchaser's notice, the Purchaser may:

5.8.1. Without terminating this Contract in whole or in part, itself provide or procure the provision of such part of the Services until such time as the Supplier shall have proved to the reasonable satisfaction of the Purchaser Representative that such part of the Services will once more be provided by the Supplier to the Contract standard; or

5.8.2. Without terminating the whole of this Agreement, terminate this Agreement in respect of such part of the Services only and thereafter itself provide or procure the provision of such part of the Services.

5.8.3. Terminate the Contract in accordance with clause 10.1.1.

5.9. The Purchaser may charge the cost of any Services provided or procured by it under paragraph 5.8 together with an administration charge equal to 10% of the cost of such Services, to the Supplier.

**6. Rate or Progress and Completion**

6.1. Time is of the essence in this Contract.

6.2. The Supplier shall carry out and complete the Services within the period (if any) specified in the Contract and, where applicable, in accordance with any programme which has been agreed by the Purchaser. The Supplier shall, if required by the Purchaser, take such steps as may be necessary and as the Purchaser may approve to remedy or mitigate any delay, including revision of the programme. The Supplier shall not be entitled to any additional payment for taking such steps except where:

6.2.1. The delay has been caused by the Purchaser, its agents, servants or its other contractors; or

6.2.2. The Supplier is otherwise relieved of responsibility for such delay under the Contract.

6.3. Contract Review meetings are scheduled to review and progress operational and technical matters, dates for which are specified in Schedule A.

**7. Supplier’s Personnel**

7.1. The Supplier shall provide all personnel necessary to carry out the Services and shall ensure that any of its personnel engaged in the provision of the Services shall perform their obligations to the Supplier with reasonable care and skill and to the best of their ability. On completion of the part or parts of the Services assigned to each member of the Supplier's personnel, the Supplier shall immediately remove such person from the Services unless otherwise requested by the Purchaser.

7.2. The Supplier shall assign to the Services for the duration of the Contract only such personnel that are suitably trained, suitably qualified and experienced, and who shall fulfil their duties in a professional, ethical manner, consistent with the Purchaser's commitment to equal opportunities and race equality.

7.3. The Supplier shall use its reasonable endeavours to ensure that the personnel it has assigned to the Services continue in the functions and responsibilities to which they are initially assigned for as long as is necessary to achieve completion of the Services.

7.4. If the Purchaser shall at any time be dissatisfied for any reason with the performance of any person engaged in the carrying out of the Services, the Supplier shall, if the Purchaser so requires, cease to engage such person in the carrying out of the Services and promptly provide a suitable substitute at no additional cost to the Purchaser.

7.5. Unless previously provided in Schedule A, the Supplier shall as soon as reasonably practicable prior to the carrying out of the Services provide the Purchaser with a written list of the personnel it proposes to use together with a written profile thereof. Following receipt of such a list the Purchaser may for any reason veto the selection of any person proposed by the Supplier for the carrying out of the Services.

7.6. The Supplier will not and will procure that any of its personnel will not at any time during the period in which the Services are being provided:

7.6.1. Do anything to injure or prejudice the Purchaser or its interests; or

7.6.2. Make purchases or agreements on behalf of the Purchaser without the Purchaser's express prior written approval; or

7.6.3. Hold itself out as being able to commit the Purchaser to such purchases or agreements without the Purchaser's express prior written approval; or

7.6.4. Do anything which would conflict with its obligations under the Contract; or

7.6.5. Do any act which either directly or indirectly might give rise to a conflict of interest provided always that nothing in this clause will prevent the Supplier from carrying out its normal business activities on behalf of itself or any other party where no such conflict exists.

7.7. Unless otherwise agreed in writing with the Purchaser, the Supplier shall be responsible for providing its own office accommodation, administration, transport and support services as shall be necessary in the proper performance of the Services, which will be entirely at the Supplier's own expense.

7.8. The Supplier undertakes that its employees and those of it agents or sub-contractors shall act in accordance with all provisions of the Health and Safety at Work Act 1974 and shall comply with any instruction issued by or on behalf of the Purchaser’s Health and Safety representative which relates to the Purchaser’s Health and Safety policy (a copy of which is available on request).

7.9. The Supplier shall not write or contribute to any publication or article or make any public statement or presentation through whatever medium in respect of the Services or the Contract without the express prior written approval of the Purchaser.

**8. Equal Opportunities**

8.1. The Supplier shall accept its legal obligation to comply with legislation for the prevention of discrimination on the grounds of age, disability, race, sex, sexual orientation, religion and belief and the promotion of equality. The Supplier shall when required answer queries raised by the Purchaser on matters referred to in this Condition and breach of statutory obligations will entitle the Purchaser to terminate the Contract.

8.2. The Supplier shall operate an Equal Opportunities Policy, which shall be set out in any procedures circulated to its personnel concerned with delivery of the Services, recruitment training and promotion.

8.3. Where in connection with the Contract, the Supplier, its agents or sub-contractors, or the Supplier’s staff are required to carry out work on the Purchaser’s premises or alongside the Purchaser’s employees or students on any other premises, the Supplier shall comply with the Purchaser’s own employment policy and codes of practice relating to discrimination and equal opportunities, copies of which have been supplied and henceforth form annexes to the Contract.

8.4. The Supplier shall provide such information as the Purchaser requires about the Supplier’s policies and practices concerning the prevention of unlawful discrimination and the promotion of equal opportunities and equality both in terms of employment and customer service.

8.5. The Supplier shall notify the Purchaser forthwith in writing as soon as it becomes aware of any investigation or proceedings brought under any discrimination legislation.

8.6. Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted following such investigation against the Supplier or against the Purchaser either in connection with matters referred to in the Contract or generally, the Supplier shall, free of charge:

8.6.1. Provide any information requested in the timescale allotted;

8.6.2. Attend any meetings as required and permit Supplier staff to attend;

8.6.3. Promptly allow access to and investigation of any documents or data deemed to be relevant;

8.6.4. Allow itself and any Supplier staff to appear as witness in any ensuing proceedings; and

8.6.5. Co-operate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

8.7. Where any investigation is conducted, or proceedings are brought which arise directly or indirectly out of any act or omission of the Supplier, its agents or sub-contractors, or the Supplier staff, and where there is a finding against the Supplier in such investigation or proceedings, the Supplier shall indemnify the Purchaser with respect to all costs, charges and expenses (including legal and administrative expenses) incurred by the Purchaser arising out of or in connection with any such investigation or proceedings and further indemnify the Purchaser for any compensation, damages, costs and such other financial redress to cover any payment the Purchaser may have been ordered or required to pay to a third party.

8.8. In the event that the Supplier enters into any sub-contract (only if and where permitted elsewhere in these Conditions) in connection with the Contract, it shall impose obligations on its sub-contractors in terms substantially similar to those imposed on the Supplier.

8.9. If a finding of unlawful discrimination or breach of equal opportunities legislation is made against the Supplier or against the Purchaser arising from the conduct of the Supplier, the Purchaser will require the Supplier to take immediate remedial steps to prevent further recurrences.

8.10. Without prejudice to any of its other rights or remedies available to it, the Purchaser may terminate the Contract if notice has been given to the Supplier of a substantial or persistent breach of the provisions of clause(s) 8.1-8.9.

**9. Variations**

9.1. The Purchaser may from time to time during the Services vary the Specification. Such variations may include, but are not limited to, additions, omissions, substitutions, alterations, changes in quality, form, character, kind and changes in any specified sequence, method or timing of the Services.

9.2. If the Supplier considers that any directions of the Purchaser vary the Specification and will then or later justify a change to the Contract Price, the Supplier shall promptly notify the Purchaser giving details thereof.

9.3. Any adjustment to the Contract Price shall be determined in accordance with the prices specified in the Contract. If the Contract shall not contain such prices then reasonable prices shall be agreed by the parties and the Supplier shall provide whatever supporting evidence the Purchaser may reasonably require to enable such reasonable prices to be determined.

9.4. The Purchaser shall notify the Supplier in writing of its reasons if:

9.4.1. Following receipt of a notice under Clause 9.2 the Purchaser does not agree that its directions vary the Specification or will reduce or increase the Contract Price, or

9.4.2. Reasonable prices are not agreed between the Purchaser and the Supplier under Clause 9.3

9.5. Notwithstanding such disagreement as described in Clause 9.4, the Supplier shall, unless otherwise notified by the Purchaser, carry out such variations without prejudice to any of its other rights under the Contract or at law.

9.6. The Supplier shall, when carrying out such variations, be bound by the Contract.

**10. Termination**

10.1. The Purchaser may terminate the whole or any part of the Contract forthwith if:

10.1.1. Notice has been given to the Supplier of a substantial or persistent breach stating a reasonable period during which such breach is to be rectified and the Supplier, having been given such notice, has failed to satisfactorily remedy such breach within the period stated; or

10.1.2. The Supplier, (being an individual) becomes bankrupt or, (being a company) holds a meeting of creditors or enters into or proposes any arrangement or composition with or for the benefit of creditors or has a supervisor, receiver, administrator or administrative receiver appointed over or has any distress, execution or other process levied or enforced on the whole or a substantial part of its assets or presents or has presented in respect of it a petition or convenes a meeting for the purposes of considering a resolution for the making of an administration order or its winding up or liquidation; or

10.1.3. The Supplier ceases or threatens to cease to carry on its business or trade or is unable to pay its debts as defined in the Insolvency Act 1986; or

10.1.4. In the Purchaser's opinion the Supplier shall be incompetent or commit any act of gross or persistent misconduct and/or neglect; or

10.1.5. The Supplier does anything which brings or might reasonably be expected to bring the Purchaser into disrepute or otherwise damage other contractors, employees, agents, customers, other business associates or the general public, including but not limited to, committing an act of fraud or dishonesty whether or not connected with the provision of the Services.

10.2. If the Purchaser terminates:

10.2.1. Under any of the sub-clauses of clause 10.1 the Supplier shall if so required by the Purchaser immediately vacate the Site (where applicable);

10.2.2. Under any of the sub-clauses of clause 10.1 except clause 10.1.2 only but without prejudice to any other rights of the Purchaser, the Supplier shall be liable for any additional cost over and above the Contract Price incurred by the Purchaser in completing the Services. The Purchaser may deduct such additional cost from amounts (if any) as are due to the Supplier or otherwise recover such cost as a debt due from the Supplier. Subject to the foregoing, however, the Supplier may recover from the Purchaser, by way of full and final satisfaction of all claims, those moneys which the Purchaser agrees were accrued due prior to such termination.

10.3. Without prejudice to the rights of the Purchaser to terminate the Contract under clause 10.1.1, the Purchaser may for any other reason whatsoever terminate the Contract or any part thereof at any time by giving reasonable notice to the Supplier and specifying the date from which termination shall be effective. In such event the Purchaser shall make reasonable payment to the Supplier for all work performed prior to the date of termination and any approved additional costs necessarily and reasonably incurred by the Supplier as a direct result of such termination.

10.4. Any sums recoverable by the Supplier under clause 10.3 shall not exceed the Contract Price.

10.5. The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either the Purchaser or the Supplier which have accrued prior to termination. The Conditions which impliedly or expressly have effect after termination will continue to be enforceable notwithstanding termination.

10.6. Upon termination of the Contract, the Supplier shall give assistance to the Purchaser, if requested, to the extent necessary to effect an orderly handover of the Services to the Purchaser or, at the Purchaser's request, a new or replacement service provider.

10.7. Upon termination of the Contract, the Supplier shall immediately and at the Supplier's expense safely return to the Purchaser all property, information, Data, documentation, materials, software and equipment belonging to the Purchaser.

**11. Payment**

11.1. The Supplier shall submit to the Purchaser, at the address stated in Schedule B of this Contract, a detailed priced invoice in accordance with the Contract. The invoice shall show or have attached all information necessary to support the invoiced amount therein including all relevant time sheets or schedules. Where expenses are allowed are part of the contract these should be separately shown on the supplier’s invoice.

11.2. The Supplier must be provided with a University of Cumbria purchase order. The purchase order number must be quoted on the suppliers invoice to enable prompt payment.

11.3. The Supplier must provide evidence and agree with the purchaser that the service has been provided in accordance with this contract. This is to enable the purchaser to goods receive the service on the internal Purchase Order Processing system.

11.4. The University pays its suppliers directly into their bank account via the BACS automated payment system. The Supplier must provide accurate bank account details to allow payments to be made by BACS, and keep the University informed of any subsequent changes to their bank details. Failure to provide accurate bank details may result in payments being delayed.

11.4.1. Bank details cannot be accepted over the telephone. Please provide bank details by post or by fax on headed company paper.

11.4.2. In accordance with the HMRC changes to the Intermediaries Legislation (Chapter 8 Part 2 Income Taxes (Earnings and Pensions) Act 2003 (“ITEPA 2003”)): where the contract is for work deemed by UoC to be employment and the payment is being made to an organisation considered to be an intermediary (eg Personal Service Company), then the University will deduct and pay the relevant amounts of income tax and employees national insurance contributions from invoices before payment.

11.5. Unless otherwise specified in Schedule B of the Contract, the Purchaser will pay for the Services In the absence of any express condition in the Contract, and unless section 11.4.2 applies UOC terms are thirty (30) days following receipt of a valid invoice, providing that the date of the invoice is not prior to the date of delivery. Payment shall not operate as a waiver of any of the Purchaser's rights under the Contract.

11.5.1 Where section 11.4.2 applies, the terms of payment will be the following: Invoices received and approved by the 10th of the month will be paid at the end of the same month. Invoices received and/or approved after the 10th of the month may not be paid until the end of the following month.

11.6. All sums payable under the Contract shall be in accordance with the Contract Price and shall be exclusive of Value Added Tax, which may be added to the invoice where appropriate. The Purchaser shall pay to the Supplier all Value Added Tax properly chargeable in respect of the Services, provided that the Supplier gives the Purchaser a valid tax invoice in accordance with relevant legislation. The Supplier shall pay all other taxes arising under the Contract unless otherwise determined by the purchaser (see section 11.4.2).

11.7. The Purchaser may set off part or all of the payments due to the Supplier under the Contract against amounts due from the Supplier to the Purchaser under the Contract or any other Contract.

11.8. No increase in the Contract Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Purchaser.

**12. Indemnity**

12.1. The Supplier shall be liable for and shall indemnify and defend the Purchaser from all losses, costs, damages and expenses arising out of any claim in respect of injury or sickness, disease or death of any person or loss of or damage to any property arising out of the Contract and shall, at its own cost at the Purchaser's request, defend the Purchaser in any proceedings involving the same, except that the Purchaser shall be liable for and shall indemnify and defend the Supplier from all losses, costs, damages and expenses, arising out of any claim to the extent that the said injury, sickness, disease, death, loss or damage is caused or contributed to by the negligence of the Purchaser.

12.2. The Supplier shall be liable for and shall indemnify and defend the Purchaser from all losses, costs, damages and expenses arising out of any claim in respect of any infringement or alleged infringement of any patent, copyright or other intellectual property rights arising by reason of the performance of the Services or the possession or use of any Data supplied by the Supplier or which arises out of or in connection with the Supplier's obligations under the Contract , except that this indemnity shall not apply in respect of any infringement or alleged infringement arising as a result of the correct use by the Supplier of any Data supplied by the Purchaser.

**13. Insurance**

13.1. The Supplier shall effect and maintain and shall require its sub-contractors to effect and maintain throughout the continuance of the Contract the following insurance arrangements, via a reputable insurance company:

13.1.1. Employer's liability with a minimum limit of indemnity of £10,000,000 (ten million pound);

13.1.2. Public liability with a minimum indemnity of £2,000,000 (two million pounds) in respect of any one act or occurrence or series of acts or occurrences arising from one cause;

13.1.3. Professional indemnity with a minimum limit of indemnity of £2,000,000 (two million pounds) in respect of any one act or occurrence or series of acts or occurrences in any twelve-month period.

13.2. The Supplier shall ensure that the policies covering public liability and professional indemnity liability contain an indemnity to principals clause and shall be endorsed to prevent any exercise of rights of subrogation against the Purchaser, its staff, its contractors and its contractors' staff.

13.3. The Purchaser reserves the right to inspect the insurance policies of the Supplier and to request copies of confirmation of renewal of such policies.

13.4. If the Supplier defaults in insuring, the Purchaser may itself effect insurance and charge the cost together with an administration charge of 10% to the Supplier.

**14. Business Continuity Plan**

14.1 ‘Business Continuity Plan’ means the plan setting out the contracotrs proposed methodology to ensure continuance of the Contract in the event of an emergency.

14.2 Suppliers providing services or goods which underpin the universities service provision must be able to continue to provide in the event of an emergency. The supplier shall use its reasonable endeavours:

14.2.1 To prepare a robust Business Continuity Plan that ensures the continuation of this contract and upon request disclose to the university the contents of its Business Continuity Plan (including any revisions made to it from time to time)

14.2.2 Allow the university from time to time to monitor the supplier’s business continuity arrangement and to notify the university if an incident occurs which activates the supplier’s Business Continuity Plan (such notification to be given prior to the issue of any notification to the press or other media) and

14.2.3 To provide the university with details of how the supplier managed the incident which resulted in the activation of the Contractor’s Business Continuity Plan and any consequential amendments made to the suppliers supplier’s processes and/or procedures thereafter..

**15. Intellectual Property**

15.1. All patents, copyright, design rights and other intellectual property rights (“IP Rights”) in all Data prepared or supplied by the Purchaser to the Supplier shall remain the property of the Purchaser.

15.2. All “IP Rights” in all Data prepared or developed by the Supplier under or in connection with the Contract shall vest in the Purchaser.

15.3. All “IP Rights” in all Data not prepared or developed by the Supplier under or in connection with the Contract but which are

15.3.1. Already vested in the Supplier and

15.3.2. Used by the Supplier in connection with the Contract

Shall remain vested in the Supplier but the Supplier hereby grants a non-exclusive, irrevocable, royalty-free licence to both the Purchaser and to any third party whom the Purchaser has authorised or may in the future authorise to use, copy or modify such Data provided it is to enable the Purchaser or such third party to utilise the Data prepared or developed under or in connection with the Contract.

15.4. If at any time during the continuance of the Contract the Supplier or any of its personnel (whether alone or with any other person) in the course of the provision of the Services makes or discovers, or participates in the making or discovery of any invention, development or discovery (“an Invention”) it shall treat the Invention and all information relating to it as confidential to the Purchaser and shall promptly disclose to the Purchaser full details, including drawings and models (if any) of the Invention. The Supplier agrees to assign to the Purchaser all right, title and interest in and to any Inventions so that the property, including all intellectual property rights in the Inventions shall vest in the Purchaser absolutely and the provisions of clause 15.8 shall apply.

15.5. If at any time during the continuance of the Contract the Supplier or any of its personnel (whether alone or with any other person) in the course of the provision of the Services creates any logo, trade or service mark whether or not capable of registration, it shall treat such logo, trade or service mark and all information relating to it as confidential to the Purchaser and shall promptly disclose to the Purchaser full details, including drawings or models (if any) of such logo, trade or service mark. The property, including all intellectual property rights in such logo, trade or service marks shall vest in the Purchaser absolutely.

15.6. In consideration of the Purchaser entering into the Contract, the Supplier hereby assigns to the Purchaser (including, to the extent necessary, by way of future assignment) all copyright and other intellectual property rights for their full terms throughout the world in designs and copyright works, whether or not capable of registration, which have been or will be created by the Supplier or any of its personnel (except only those designs or works created by the Supplier or any of its personnel wholly outside its working hours in providing the Services and wholly unconnected with the provision of the Services).

15.7. The Supplier hereby irrevocably and unconditionally waives, and shall procure that any of its personnel engaged in the provision of the Services irrevocably and unconditionally waive in favour of the Purchaser any and all moral rights conferred on him by virtue of the Copyright Designs and Patents Act 1988 for any logo, service or trade mark referred to in clause 15.5.

15.8. Notwithstanding any prior termination of the Contract, at the request and expense of the Purchaser the Supplier shall and shall ensure that its personnel shall:

15.8.1. Do all things necessary or desirable to enable the Purchaser or its nominee to confirm absolute title to and ownership of and to obtain the benefit of an Invention (as the case may be) and to secure patent or other appropriate forms of protection for it throughout the world;

15.8.2. Provide to the Purchaser all such assistance as the Purchaser may require in relation to the resolution of any questions concerning patent, copyright or other intellectual property rights assigned by virtue of this clause provided that decisions as to the procuring of a patent or other appropriate protection and exploitation shall be in the sole discretion of the Purchaser.

15.9. The Supplier irrevocably appoints the Purchaser to be its attorney in its name and on its behalf to execute, sign and do all such deeds, instruments or things and generally to use the Consultant's name for the purpose of giving to the Purchaser or its nominee the full benefit of the provisions of this clause 14 and a certificate in writing signed by any director or the secretary of the Purchaser that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case so far as any third party is concerned.

**16. Return of Purchaser Property**

16.1. Upon completion or termination of the Services or earlier upon receipt by the Supplier of the Purchaser's notice requiring the Supplier so to do, the Supplier shall immediately and at the Supplier's expense return to the Purchaser all Purchaser Property and in the case of Data referred to in Clause 15:

16.1.1. Which is in physical form, shall, at the Purchaser's option, either return such Data and all copies to the Purchaser or certify to the Purchaser that they have been destroyed;

16.1.2. Which is not in physical form, or where it is not practical to return the Data form to the Purchaser, shall unless otherwise notified by the Purchaser certify to the Purchaser that such Data has been destroyed or erased.

**17. Publicity**

17.1 The Supplier shall obtain written approval from the Purchaser prior to taking photographs or making publicity releases or announcements including advertisements regarding either the Contract or the activities of the Supplier related to its participation in the Contract.

**18. Confidentiality**

18.2. The Supplier shall keep confidential all information connected with the business of the Purchaser which comes to the Supplier's knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Services except:

18.2.1. With the prior written agreement of the Purchaser; or

18.2.2. By requirement of law.

18.3. The provisions of Clause 18.2 shall not apply to such information if it is:

18.3.1. In the public domain otherwise than by failure of the Supplier to comply with Clause 18.2, or

18.3.2. In the possession of the Supplier before these confidentiality obligations came into effect, or

18.3.3. Obtained from a third party who is free to disclose the same

18.4. The Purchaser is a Public Authority within the meaning of the Freedom of Information Act 2000. Consequently:

18.4.1. Information in relation to this Contract may be made available on demand in accordance with the Freedom of Information Act 2000.

18.4.2. The Supplier should state if any information supplied by them in relation to this Contract is confidential or commercially sensitive. Under its statutory obligations, the Purchaser cannot guarantee that such information will not be disclosed in response to Freedom of Information requests but it will be examined in the light of exemptions provided in the Freedom of Information Act before a decision to disclose or not disclose is made.

**19. Data Protection**

19.1 The parties acknowledge and agree that Schedule 1 (Data Protection Particulars) of this Agreement is an accurate description of the Data Protection Particulars.

19.2 The Supplier shall Process Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in the Specification and in accordance with the Purchaser’s written instructions from time to time and shall not Process Personal Data for any other purpose. If the Supplier is required by Law to Process Personal Data otherwise than in accordance with this Clause, immediately inform the Purchaser of the legal requirement before Processing Personal Data (unless prohibited from doing so by Law).

19.3 The Supplier will not Process Personal Data, or disclose Personal Data to any party who carries on business, outside the EEA except with the Purchaser's prior written consent and where such consent is given, take such actions and enter into such agreements as the Purchaser may require to ensure that such transfer or disclosure complies with Law.

19.4 The Supplier will keep a record of any Processing of Personal Data it carries out under the Contract.

19.5 The Supplier shall not disclose

Personal Data to any person except under this Agreement or with your written consent.

19.6 The Supplier shall ensure that access to Personal Data is limited to:

### (a) those employees who need access to Personal Data to meet the Supplier’s obligations under this Contract; and

### (b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee’s duties.

19.7 The Supplier shall ensure that employees that require access to Personal Data:

### (a) are informed of the confidential nature of Personal Data;

### (b) have undertaken training in Law relating to handling Personal Data; and

### (c) are aware both of the Supplier”s duties and their personal duties and obligations under Law and this Contract.

19.8 The Supplier shall ensure that all persons authorised to Process Personal Data are under an appropriate contractual or other legal obligation of confidentiality in respect of Personal Data.

19.9 The Supplier shall not disclose Personal Data to any Data Subject or to a third party other than at the request of the Purchser or as provided for in this Contract.

19.10 The Supplier shall, taking into account the nature of the Processing, implement appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. This includes taking reasonable steps to ensure the reliability of its employees with access to Personal Data.

19.11 The Supplier shall upon becoming aware, immediately and in any event within 24 hours notify the Purchaser of any Data Breach and shall work together with the Purchaser to provide the Purchaser with full co-operation and assistance, including to investigate the Data Breach (including by

#### assisting with any investigation launched by the Purchser;

#### facilitating interviews with the Supplier’s employees and others involved in the matter; and

#### making available all relevant records reasonably required by the Purchaser to investigate the Data Breach or otherwise comply with Law or the requests of any competent regulatory authority in relation to the Data Breach or its investigation).

19.12 The Supplier shall not engage another Processor to Process Personal Data except with the Purchaser's prior specific written authorisation and, where such authorisation is given, enter into a contract with the Processor that imposes the same contractual obligations set out in this Clause on that Processor, and remain liable for any Processor that it engages in accordance with the terms of this Clause.

19.13 The Supplier shall assist and fully co-operate with the Purchaser to enable it to comply with its obligations as a Data Controller under and in accordance with Law including in relation to the security of Processing, data subject right requests, reporting personal Data Breaches to the supervisory authority and conducting privacy impact assessments. The Supplier shall notify the Purchaser within 24 hours if it receives a request from a Data Subject to exercise its rights under Law.

19.14 The Supplier shall promptly comply with any request from the Purchaser requiring the Supplier to amend, transfer or delete Personal Data. At the Purchaser's request, the Supplier shall provide to the Purchaser a copy of all Personal Data held by it in the format and on the media reasonably specified by the Purchaser.

19.15 The Supplier shall at any time on the request of the Purchaser, return all Confidential Information and/or data (including any Personal Data that the Supplier Processes for and on behalf of the Purchaser) to that Purchaser and/or permanently delete the same from its systems, including any back-up copies.

19.16 The Supplier shall at the Purchaser's option, delete or return to the Purchaser all Personal Data on termination of the Agreement and delete any existing copies of Personal Data except to the extent that the Purchaser is required to retain Personal Data by Law.

19.17 The Supplier shall make available to the Purchaser all information necessary to demonstrate our compliance with the obligations under this Clause and allow for and contribute to audits, including inspections, conducted by the

Purchaser or another auditor mandated by the Purchaser.

19.18 The Supplier shall immediately inform the Purchaser if, in its opinion, an instruction from the Purchaser infringes Law.

19.19 The Supplier shall, in connection with this Agreement, comply in all respects with Law relating to data protection and have established procedures to ensure continued compliance with Law. The Supplier shall comply with its obligations as a Processor under and in accordance with Law.

19.21 The Supplier shall only collect any Personal Data in a form which is full compliant with Law which will contain a data protection notice informing the data subject of the identity of the Data Controller, the identity of any data protection representative it may have appointed, the purposes or purpose for which their Personal Data will be Processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, Processed to enable Processing in respect of the Data Subject to be fair and compliant under Law.

19.22 The Supplier shall Process Personal Data in performing the Services as notified by the Purchaser only for as long as required and for no longer than the term of this Agreement.

19.23 The Supplier warrants that it shall:

(a) Process the Personal Data in compliance with Law; and

(b) take appropriate technical and organisational measures against Data Breach.

19.24 The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Purchaser against all costs, claims, damages or expenses incurred by the Purchaser or for which the Purchaser may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this Clause.

OR

The parties do not expect that the Supplier will process any Personal Data of the

Purchaser as a Processor. Where the Supplier does Process any

Personal Data of the Supplier as a Processor, the parties will vary this Agreement and replace this Clause with the Purchaser's standard Data Controller to Processor clause as disclosed to the Supplier prior to commencement of this Agreement.

**20. Audit Access**

20.1. The Supplier shall maintain accurate records relevant to the Contract and shall permit the Purchaser or its authorised personnel and/or agents access at all reasonable times to such records.

**21. Laws, Regulations and Bye-Laws**

21.1. The Supplier shall observe and comply with all relevant legal provisions, whether in the form of Orders, Regulations, Statutes, Statutory Instruments and Codes of Practice, together with any Bye-Laws and regulations of local and other authorities applicable to the Services.

21.2. The Supplier shall observe any rules of the Purchaser applicable to the Site of the Purchaser.

**22. Privity of Contract**

22.1. The Purchaser and the Supplier do not intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to the Contract.

**23. Retendering & Handover**

23.1 Within twenty one (21) days of being so requested by the Purchaser, the Supplier shall provide and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Purchaser to issue invitations to tender for the future provision of the Goods and Services.

23.2 Where, in the opinion of the Purchaser, TUPE is likely to apply to the Contract on it”s termination or expiration, the information to be provided by the Supplier under clause 23.1 shall include, as applicable, accurate information relating to the employees who would be transferred under the same terms of employment under TUPE, including in particular (but not limited to): -

(a) the number of employees who would be transferred, but with no obligation on the Supplier to specify their names; and

(b) in respect of each of those employees, their dates of birth, sex, salary, length of service, hours of work and rates, and any other factors affecting redundancy entitlement, any specific terms applicable to those employees individually and any outstanding claims arising from their employment; and

(c) the general terms and conditions applicable to those employees, including probationary periods, retirement age, periods of notice, current pay agreements and structures, special pay allowances, working hours, entitlement to annual leave, sick leave, maternity and special leave, injury benefit, redundancy rights, terms of mobility, any loan or leasing agreements, and any other relevant collective agreements, facility time arrangements and additional employment benefits.

23.3 The Supplier shall indemnify the Purchaser against any claim made against the Purchaser at any time by any person in respect of the liability incurred by the Purchaser arising from any deficiency or inaccuracy in information, which the Supplier is required to provide under clause 23.1**.**

23.4 The Supplier shall co-operate fully with the Purchaser during the handover arising from the completion or earlier termination of the agreement. This co-operation, during the setting up operations period of the replacement Supplier (if any), shall extend to allowing full access to, and providing copies of all documents, reports, summaries and other information necessary in order to achieve an effective transition.

**24. TUPE Transfer of Undertakings (Protection of Employment) Regulations**

24.1 The Supplier shall indemnify and keep indemnified the Purchaser against any loss incurred by the Purchaser connected with or arising from any claim or proceedings by any trade union, elected employee representative or staff association made against the Purchaser in respect of any or all of the Supplier”s staff or employees or any other employee of the Supplier or its sub-contractors and which arises from or is connected with any failure by the Supplier to comply with its legal obligations in relation thereto whether under Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 or TUPE.

24.2 The Supplier shall indemnify and keep indemnified the Purchaser against any loss incurred by the Purchaser connected with or arising from the contract of employment or any policy applicable to, or any collective agreement in respect of any of the Supplier”s staff or any other person at any time employed by (or engaged as a consultant by) the Supplier or its sub-contractors made against the Purchaser at any time for breach of such contract, policy or redundancy, pay, sex, race or disability discrimination, equal pay, unlawful deductions, loss of earnings, industrial or personal injury or otherwise relating to their employment by the Supplier and which results from any act, fault or omission of the Supplier or such other person was employed by the Supplier, save to the extent that the liability arises from any wrongful act by the Purchaser or its employees.

24.3 The Supplier shall indemnify and keep indemnified the Purchaser against any loss incurred from any change or proposed change to the terms and conditions of employment of any or all of the Supplier”s staff or any other employee of the Supplier or its sub-contractors where such change is or is proposed to be effected following the transfer of any such person pursuant to the agreement and in respect of any loss incurred by the Purchaser arising from the employment or proposed employment of any such person otherwise than on terms the same as those enjoyed by any such person immediately prior to such transfer.

24.4 Except with the proper written consent of the Purchaser, the Supplier shall not vary any terms and conditions of employment of any employee or any policy collective agreement applicable to any employee then assigned by the Supplier or its sub-contractors to the discharge of the Contract (provided always that this provision shall not affect the right of the Supplier to give effect to any pre-existing contractual obligation to any such employee) nor remove or replace any particular employee so assigned (unless requested by such employee or upon the resignation of such employee in which case the Supplier shall replace such person with another person of similar skills, qualifications and experience) after the Purchaser has served notice of the termination of the Contract or after the Supplier shall have otherwise become aware of the proposed termination or re-tendering of this agreement, any Contract or the provision by it of the Goods and Services.

**25. Corrupt Gifts**

25.1. The Supplier shall not offer or give or agree to give to any person acting for or on behalf of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract or any other contract with the Purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the Contract.

25.2. In the event of any breach of Condition 23.1 by the Supplier or by anyone employed by the Supplier or acting on the Supplier’s behalf, whether with or without the knowledge of the Supplier, or if the Supplier or anyone employed by the Supplier or acting on the Supplier’s

behalf shall have committed an offence under the Prevention of Corruption Acts, 1889 - 1916, the Purchaser may terminate the Contract forthwith by notice in writing to the Supplier.

**26. Anti-bribery**

26.1. The Supplier shall:

(a) Comply with all Relevant Requirements;

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

(c) comply with the University’s anti-bribery and anti-corruption policies notified in writing to the Supplier from time to time by or on behalf of the University and the Supplier shall ensure that all of its employees engaged in any way in relation to the Services are fully aware of the University’s anti-bribery and anti-corruption policies and that all of its contractors, subcontractors and/or agents (of whatever tier) are engaged upon terms which contain provisions in relation to prevention of bribery and corruption which are no less onerous than this clause 1;

(d) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including Adequate procedures to ensure compliance with the Relevant Requirements, the University’s anti-bribery and anti-corruption policies and clause 1.1 (b), and will enforce them where appropriate.

(e) {immediately notify the University if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);}

(f) procure and ensure that all Associated Persons of the Supplier and/or other persons who are performing services and/or providing goods in connection with this Agreement comply with this clause 1; and

(g) within 14 days of the date of this Agreement, and annually thereafter, certify to the University in writing signed by an officer of the Supplier, compliance with this clause 1 by the Supplier and all Associated persons and all other persons for whom the Supplier is responsible under clause 1.1 (f). The Supplier shall provide such supporting evidence of compliance as the University may reasonably request.

26.2 without prejudice to any other rights or remedies the University may terminate this Agreement on written notice to the Supplier specifying the date on which this Agreement will terminate in the event of a breach of this clause 1. Breach of this clause 1 shall be deemed a material breach which is not capable of remedy.

26.3 without prejudice to any other rights or remedies the University may have the Supplier indemnify the University in full and on demand against any losses, liabilities, damages, costs (including but not limited to legal fees), claims and expenses incurred by, or awarded against, the University as a result of any breach of this clause 1 by the Supplier (which shall include the acts or omissions of any Associated Person) and/or any breach of provisions equivalent to this clause 1 in any subcontract by any subcontractor.

26.4 for the purpose of this clause 1, the following terms have the meaning set out next to them:

**“Adequate Procedures”** shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issues under section 9 of that Act).

**“Associated Person”** shall have the meaning ascribed to it in section 8 of the Bribery Act and shall include but is not limited to any employees, agents and/or subcontractors of the Supplier.

**“Bribery Act”** shall mean the Bribery Act 2010 (and any amendment thereto).

**{“Foreign official”** shall be determined in accordance with section 6(5) of the Bribery Act 2010 (and any guidance issues under section 9 of that Act),}

**“Relevant Requirements”** shall mean all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act.

**27. Severability**

27.1. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

**28. Waiver**

28.1. The Contract shall not be waived in whole or in part except where agreed by both parties in writing.

28.2. All rights granted to either of the parties shall be cumulative and the non-enforcement of any of the terms of the Contract by either party shall not be construed as a waiver of any of that party's other rights.

**29. Force Majeure**

29.1. Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract if the delay or failure was due to any cause beyond that party's reasonable control including, but not limited to, any act of God, act of government or state, war, flood, fire, civil commotion, insurrection or industrial action, except in relation to the industrial action of the Supplier's staff or sub-contractors.

**30. Dispute Resolution**

30.1. The parties shall use their reasonable endeavours to resolve any dispute in connection with or arising out of the Contract or the performance of the Services.

30.2. Except to the extent to which special provision for arbitration is made elsewhere in the Contract, any dispute shall initially be considered by the Purchaser' Representative and the Supplier Representative.

30.3. In the event that the dispute remains unresolved after consideration by the parties in clause 28.2, then the dispute shall be passed to senior representatives of both parties for resolution.

30.4. If the matter cannot be satisfactorily resolved after consideration by the parties in clauses 28.2 and 28.3, it shall be referred to an independent arbitration service, in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof.

**31. Law**

31.1. Unless the parties hereto otherwise agree, the Contract shall be governed by and construed according to the laws of England and Wales.

31.2. In respect of any dispute under or arising out of the Contract, the parties hereto agree to submit to the exclusive jurisdiction of the English Courts.

**32. Notices**

32.1. All notices shall be given in writing and be delivered by hand or sent by facsimile, 1st class post, recorded delivery post or special delivery post to the address of the relevant party as stated herein or to any subsequently notified address.

32.2. Any notice sent by facsimile shall be deemed to have been served at the time of successful transmission completion. Notices sent by post shall be deemed to have been served on the day after posting and those delivered by hand shall be deemed to be served on the day of delivery.

**33. Survival of Obligations**

33.1. Upon expiry or termination of the Contract, this clause and clauses 10 (Termination), 12 (Indemnity), 13 (Insurance), 15 (Intellectual Property), 18 (Confidentiality), 19 (Audit Access) and 29 (Governing Law) shall continue in full force and effect and be enforceable by the Purchaser.

**34. Entirety**

34.1. The Contract comprises the entire agreement between the parties to the exclusion of all other terms and conditions and prior to collateral agreements, negotiations, notices of intention and representation and the parties agree that they have not been induced to enter into the Contract on the basis of any representation. Furthermore, the parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth in the Contract and no amendment to the Contract, other than variations to the Specification in accordance with Clause 9, shall be binding on either party unless in writing and signed by an authorised representative of each party.

34.2. If any contradictions occur between these Conditions and the Schedules to this Contract, these Conditions shall prevail.

****

**Schedules A and B**

DATED xxxxxxxxxxxx

|  |  |
| --- | --- |
| University of Cumbria | (1) |
| And |  |
|  | (2) |

|  |
| --- |
| **Appointment of consultant**  **or**  **Contract rELATING tO** |

IN WITNESS whereof the parties have entered this Agreement the day and year first written above:

|  |  |
| --- | --- |
| Signed by: |  |
| Name: |  |
| Title: |  |
| Duly authorised for and on behalf of the **University of Cumbria** | |
| Date: |  |

|  |  |
| --- | --- |
| Signed by: |  |
| Name: |  |
| Title: |  |
| Duly authorised for and on behalf of the **[insert name of Consultancy Organisation]** | |
| Date: |  |

**Schedule A**

|  |  |
| --- | --- |
| Consultant or Consultancy Organisation: | |
| Name: |  |
| Address: |  |

|  |  |  |
| --- | --- | --- |
| Contact details of Consultant personnel to provide the Service: | | |
| Name | Telephone number | Email Address |
|  |  |  |
|  |  |  |
|  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Contact details of key University of Cumbria personnel: | | | |
| Technical: |  |  |  |
| Contractual: | George Doran |  | George.doran@cumbria.ac.uk |
| Payment: |  |  | accountspayableteam@cumbria.ac.uk |

|  |
| --- |
| Services: |
| The services to be provided are set out in the Tender/Order/Quotation/Correspondence\* reference/dated\* [delete as appropriate] |
|  |

|  |  |
| --- | --- |
| Deliverables: | |
| The following item(s) must be delivered to the University as a result of this contract: | |
| 1 |  |
| 2 |  |
| 3 |  |
| 4 |  |
| 5 |  |

Schedule A (Page 1 of 2)

|  |
| --- |
| Method of Measurement: |
| Agreement over the satisfactory delivery of aims will be achieved by the following means: |
|  |
|  |
|  |
|  |
|  |

|  |  |
| --- | --- |
| Details for Provision of Services: | |
| Commencement date: |  |
| Location(s): | *On/off campus or a combination/which campus? [delete as appropriate]* |
| Delivery schedule: | *date/weeks/months\* [delete as appropriate]* |
| Contract review meetings: |  |
| Contract completion date: |  |

Schedule A (Page 2 of 2)

**Schedule B**

|  |  |  |  |
| --- | --- | --- | --- |
| Fee: | | | |
| Total contract sum: | £ |  | (ex.VAT) |

|  |  |
| --- | --- |
| Payment: | |
| Invoices must be addressed to: | *University of Cumbria* |
| Invoices must be sent to: | accountspayableteam@cumbria.ac.uk |

|  |
| --- |
| Payment terms: |
| *All consultants should be a limited company and/or have a unique tax reference number which should be quoted on all invoices submitted.*  *Default invoicing/payments will be as per clause 11.5 of the ‘Conditions of Contract for the purchase of Consultancy and Professional Services’. The authorising of invoice payments should be linked to the ‘Deliverables’ and ‘Method of Measurement’ detailed in Schedule A.* |

|  |
| --- |
| Expenses: |
| Unless otherwise agreed in writing, the above contract sum shall be deemed to include all Consultant expenses.  *In the event that it is agreed that expenses are to be paid in addition to the contract sum, such expenses shall be limited to the claim restrictions attached to this contract/limited to the claim restrictions detailed below: [delete as appropriate]* |
|  |

Schedule B (Page 1 of 1)