

# CONTRACTS: Dotting the i's and crossing the t's.



## What is a contract?

A contract is a legally binding agreement—a promise to do something. The Contracts Team at Manchester deal with a variety of agreements, most notably research contracts which define the share of technical, commercial and economic risks of each party, the funding body's expectations from the University/academic staff/researcher/student and the University's expectations from the funding body by defining the normal performance required from each party to the contract.

## Why are contracts required?

Contracts safeguard a party's rights by setting out the details under negotiation - the work scope, time, costs, dispute resolution etc.

As contracts are legally binding agreements, this prevents a party from altering the agreed details without the consent of the other.

A contract demonstrates compliance with relevant statutory provisions which the University is subject to.

*"An ounce of prevention is worth a pound of cure."  
(Benjamin Franklin)*

## Types of contracts (non-exhaustive)

**Research Contract** – see earlier definition.

**CDA**—allow for open discussions and disclosures to take place under conditions of confidentiality.

**MTA**—outlines the restrictions for the transfer of materials e.g. liability for usage, publication, ownership of the material.

**Consultancy Agreement** – a consultant with specialist knowledge provides services to another party.

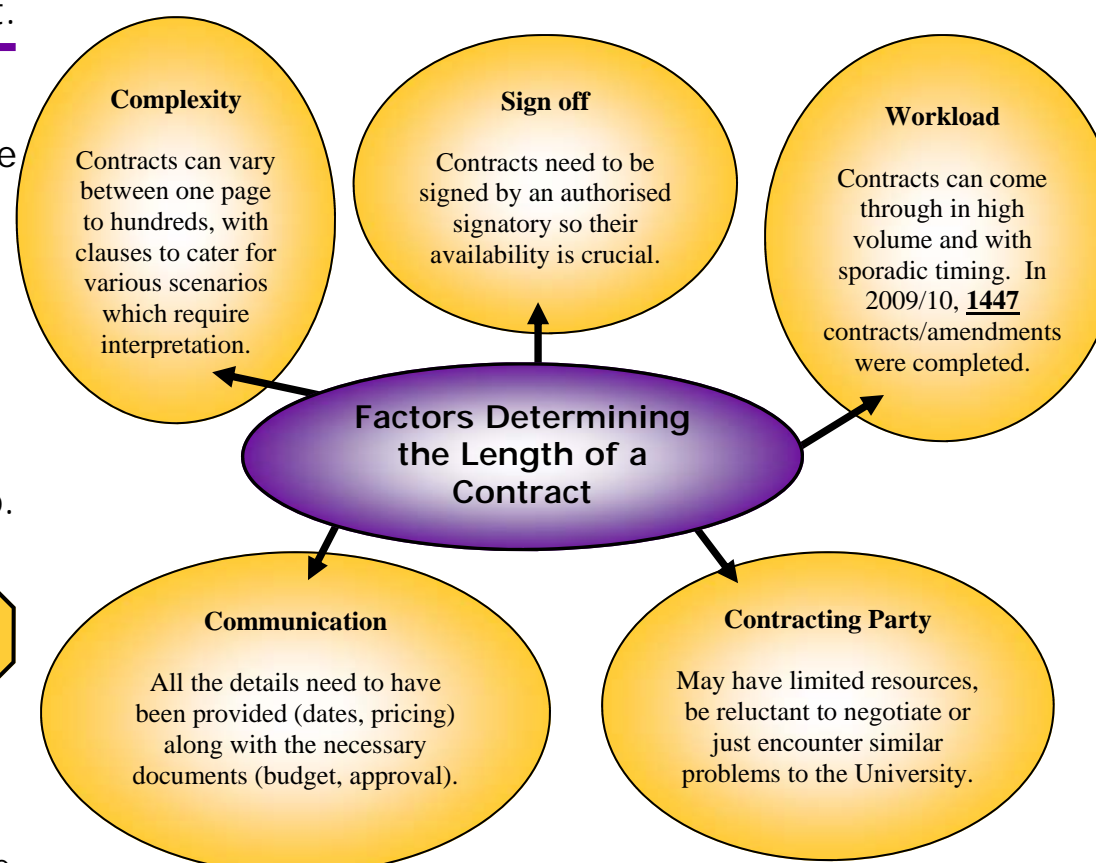
**Studentship Agreement** – the sponsorship of a student's studies by an organisation outside of the University.

**KTA** – to facilitate collaboration with other parties, allowing activities that demonstrate practical application and knowledge-base expansion to take place.

**Memorandum of Understanding** – expresses an intention on a certain line of action without being legally binding.

**Donation** – a gift by a legal entity to another to cause a benefit, without consideration returned to the donor.

**Grant** – financial assistance from government funded organisations for specified purposes.



## Common points of negotiation

**Indemnity** – the compensation to a party due to loss they suffer as a result of breach of contract. This could be beneficial to the University as a form of insurance for incomplete work for example, but could also pose a risk as fault need not be assessed so if the University is found liable the compensation may not be limited.

**Intellectual Property** – creations of the mind which are recognised as being worthy of protection. Unexpected and varied types of IP may arise from research, and a contract should cater for the protection of a potentially valuable asset.



**Confidentiality** – allows for a party's information to remain private. A contract can govern how this can best be accomplished and for instances where it may be unnecessary.

**Governing law** – the legal jurisdiction of litigation. Disputes can prove even more difficult if the governing law is from an unfamiliar country with different legal procedures and politics.

## The process at Manchester

Pre-contractual

- The pre-contractual process should be completed at School level, from initial contact with a contractor to the approval and costings.

The contract

- There will either be the drafting of a contract based on University templates or the review of the contractors terms and conditions.
- The Contracts Team will negotiate to ensure greatest benefit and minimal risk within the contract.

Following agreement

- Upon agreement of the terms and conditions, the contract is recommended for signing by the parties.
- Following completion, the contract is indexed on RMS, with any Oracle stages arranged at School level.

## The team at Manchester (2011)

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