



The University of Manchester

DATED

THE UNIVERSITY OF MANCHESTER (1)

AND

[SUPPLIER] (2)

AGREEMENT FOR PROVISION OF [X] SERVICES

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THIS AGREEMENT is dated

("the Effective Date")

PARTIES

- (1) **THE UNIVERSITY OF MANCHESTER** (a Royal Charter corporation number RC000797, an exempt charity) whose registered office is at Oxford Road, Manchester, M13 9PL ("**the University**")
- (2) **[NAME OF SUPPLIER]** (incorporated and registered in England and Wales with company number **[X]**) whose registered office is at **[ADDRESS]** ("**the Supplier**")

BACKGROUND

- (A) The University placed a contract notice **[OJEU notice reference]** on **[DATE]** in the Official Journal of the European Union seeking expressions of interest from potential Suppliers for the provision of **[X]** services to the University under an agreement.
- (B) The Supplier submitted an expression of interest in response to the contract notice.
- (C) The University then invited potential Suppliers (including the Supplier) on **[DATE]** to submit a tender for the provision of **[X]** services.
- (D) The Supplier submitted a tender on **[DATE]**.
- (E) On the basis of the Supplier's tender, the University selected the Supplier to enter into an agreement to provide **[X]** services to the University.
- (F) This agreement sets out terms and conditions on which the **[X]** services are to be provided by the Supplier to the University.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

"Authorised Service Recipients" any subsidiary company of the University and any third party to whom the parties agree (in accordance with clause 3.1) the Services should be supplied;

"Business Day" means a day, excluding Saturdays and Sundays and official University closure days, on which banks are generally open in London, England, for the transaction of normal banking business;

“Change Control Procedure”	means the procedure for changing this agreement set out in Schedule 3: Change Control;
“Data Controller”	shall have the same meaning as set out in the DPA up to the 25th May 2018 and thereafter shall have the meaning as in the GDPR;
“Data Protection Legislation”	means the Data Protection Act 1998 (DPA), including subordinate legislation and any data protection law amending, replacing, superseding or supplementing the Data Protection Act 1998 during the term including the General Data Protection Regulation to enter into force 25th May 2018 (GDPR);
“Data Subject”	shall have the same meaning as set out in the DPA up to the 25th May 2018 and thereafter shall have the meaning as in the GDPR;
“Data Subject Access Request”	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;
“Deliverables”	means all Documents, products and materials developed by the Supplier or its agents, subcontractors and employees in relation to the Services in any form or media, including, without limitation, drawings, maps, plans, diagrams, designs, pictures, computer programs, data, reports and specifications and reports (including drafts);
“Document”	includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
“Employment Regulations”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246);
“Intellectual Property Rights”	means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business

and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection which subsist now or in the future in any part of the world;

“Law”

any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code that has the equivalent of legal effect, rule of court, or directives or requirements of any Regulatory Body delegated or subordinate legislation or notice of any Regulatory Body;

“Mandatory Policies”

Anti-Corruption and Bribery Policy

<http://documents.manchester.ac.uk/DocuInfo.aspx?DocID=17994>;

Data Protection Policy

<http://documents.manchester.ac.uk/DocuInfo.aspx?DocID=14914>;

Equality and Diversity Policy

<http://documents.manchester.ac.uk/DocuInfo.aspx?DocID=8361>;

Freedom of Information Policy

<http://documents.manchester.ac.uk/DocuInfo.aspx?DocID=14915>;

Information Security Policy

<http://documents.manchester.ac.uk/DocuInfo.aspx?DocID=6525>;

Policy for Socially Responsible Investment

<http://documents.manchester.ac.uk/DocuInfo.aspx?DocID=659>;

Procurement Policy and

<http://documents.manchester.ac.uk/DocuInfo.aspx?DocID=11843>;

“Personal Data”

has the same meaning as in sections 1(1) and 2 of the DPA up to the 25th May 2018

	and thereafter shall have the meaning as in the GDPR;
“Process”	shall have the meaning given to it under the DPA up to the 25th May 2018 and thereafter shall have the meaning as in the GDPR and “Processed” and “Processing” shall be construed accordingly;
“Replacement Supplier”	means any third party supplier of Replacement Services appointed by the University from time to time;
“Replacement Services”	means any services which are identical or substantially similar to any of the Services and which the University receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the University internally or by any Replacement Supplier;
“Services”	means the services to be provided by the Supplier under this agreement, as set out in Schedule 1 and the Supplier's obligations under this agreement, together with any other services which the University agrees to take from the Supplier and which are agreed between the parties to be delivered under this agreement ;
“Service Transfer Date”	means the date on which the Services (or any part of the Services), for whatever reason transfer from the Contractor to the University or any Replacement Contractor.
“Statement of Work”	the detailed plan describing the Services and setting out the Services timetable (including any milestones) and responsibilities for the provision of the Services agreed between the Parties and set out in schedule 1;
“Staffing Information”	means in relation to all persons detailed on the Supplier's Provisional Staff List, such information as the University may reasonably request (subject to the Data Protection Legislation), but including in an anonymised format:

(a) their ages, dates of commencement of employment or engagement and gender;

(b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;

(c) the identity of their employer or relevant contracting party;

(d) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;

(e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;

(f) details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and customer car schemes applicable to them;

(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

(h) details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and

(i) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals);

“Supplier's Equipment”

means any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a

	separate agreement between the parties under which title passes to the University;
“Supplier's Final Staff List”	means the list of all the Supplier's Personnel engaged in or wholly or mainly assigned to the provision of the Services or any part of the Services at the Service Transfer Date.
“Supplier's Manager”	means the Supplier's manager for the Services appointed under clause 3.3;
“Supplier's Personnel”	means all employees, staff, other workers, agents and consultants of the Supplier and of any sub-contractors who are engaged in the provision of the Services from time to time;
“Supplier's Provisional Staff List”	means a list prepared and updated by the Supplier of all the Supplier's Personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the list.
“Supplier's Team”	means the Supplier's Manager and all employees, suppliers, agents and subcontractors which it engages in relation to the Services and who are appointed under clause 3.3;
“Transferring Employees”	means those employees whose contract of employment will be transferred to the University or a Replacement Supplier pursuant to the Employment Regulations on expiry or termination of this agreement.
“University's Manager”	means the University's manager for the Services, appointed in accordance with clause 4;
“University Materials”	has the meaning set out in clause 3.3(i); and
“VAT”	means value added tax chargeable under English Law for the time being and any similar, additional tax.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules, annexes and background form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules, annexes and background.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to **writing** or **written** includes e-mail.
- 1.8 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done.

2. COMMENCEMENT AND DURATION

- 2.1 The Supplier shall provide the Services to the University and the Authorised Service Recipients on the terms and conditions of this agreement.
- 2.2 The Supplier shall provide the Services from [DATE].
- 2.3 The Services shall continue to be supplied for a period of [NUMBER] years, unless this agreement is terminated in accordance with clause 15.
- 2.4 The University may extend the agreement beyond the period set out clause 2.3 by a further [NUMBER] years by providing the Supplier with at least 3 months written notice prior to the expiry date to that effect.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall provide the Services to the University or to any Authorised Service Recipients, in accordance with the Statement of Work (Schedule 1) and shall allocate sufficient resources to the Services to enable it to comply with this obligation.
- 3.2 Prompt and expedited performance of the Services by the Supplier is important to the University. In all cases therefore where the Supplier is obliged to take action, provide notice or complete a task under this agreement then, where there is no

specific statement as to timing, there shall be implied an obligation to do so promptly and as soon as reasonably possible. This is without prejudice to any specific time limits set out in Schedule 1.

3.3 In providing the Services, the Supplier shall:

- (a) co-operate with the University in all matters relating to the Services, and comply with all instructions of the University;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this agreement;
- (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Statement of Work, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the University;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the University, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the University's premises;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the University to the Supplier (**University Materials**) in safe custody at its own risk, maintain the University Materials in good condition until returned to the University, and not dispose or use the University Materials other than in accordance with the University's written instructions or authorisation; and
- (j) not do or omit to do anything which may cause the University to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the University may rely or act on the Services.

4. UNIVERSITY'S OBLIGATIONS

The University shall:

- (a) provide reasonable co-operation with the Supplier in all matters relating to the Services;

- (b) provide such access to the University's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the University in writing in advance, for the purposes of the Services;
- (c) provide such information as the Supplier may reasonably request for the provision of the Services and the University considers reasonably necessary for the purpose of providing the Services; and
- (d) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the University's premises.

5. MONITORING

- 5.1 The University's Manager and the Supplier's Manager shall meet at least once every month or as otherwise agreed to discuss matters relating to the Services.
- 5.2 The Supplier's Manager shall provide to the University's Manager at each of the meetings:
 - 5.2.1 a progress report detailing the Services provided to date;
 - 5.2.2 a report detailing performance measures and monitoring;
 - 5.2.3 the Suppliers inspection records in respect of the Services in a form acceptable to the University; and
 - 5.2.4 a report detailing all accidents together with learning outcomes and any remedial action taken at each of the monthly meetings.
- 5.3 All meetings will be held on University's premises.

6. CHANGE CONTROL

- 6.1 If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing using the Change Control document (Schedule 3)
- 6.2 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time (and in any event not more than 5 Business Days after receipt of the University's request), provide a written estimate to the University of:
 - (a) the likely time required to implement the change;
 - (b) any necessary variations to the Supplier's charges arising from the change; and
 - (c) any other impact of the change on this agreement.

- 6.3 Unless both parties consent to a proposed change, there shall be no change to this agreement.
- 6.4 If both parties consent to a proposed change, the change shall be made, only after agreement of the necessary variations to the Supplier's charges, the Services and any other relevant terms of this agreement to take account of the change that has been reached and this agreement has been varied in accordance with clause 23.6.
- 6.5 If the Supplier requests a change to the scope or execution of the Services, in order to comply with any applicable safety or statutory requirements, and such changes do not materially affect the nature, scope of, or charges for the Services, the University shall not unreasonably withhold or delay consent to it. Unless the Supplier's request was attributable to the University's non-compliance with the University's obligations, neither the Supplier's charges or any other terms of this agreement shall vary as a result of such change.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Supplier assigns to the University, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the Deliverables, provided that the Supplier shall not transfer or assign:
- (a) copyright in any product of the Services that may be owned by a third party and which has been identified as such;
 - (b) the Supplier's name or trade-marks; or
 - (c) the Supplier's copyright in its methods of work, working papers, computer programmes, methodologies, skills, experience, expertise and any associated or related information maintained by the Supplier in any form, all Intellectual Property Rights therein remaining vested in the Supplier.

To the extent that the matters excluded in item (c) above are comprised, incorporated or required in connection with a Deliverable, the Supplier shall grant to the University a non-exclusive, world-wide, sub-licensable, royalty free licence to use the same to such extent as is necessary to enable the University to make reasonable use of the Services. For the purposes of delivering services to the University or other customers, the Supplier shall be entitled to use, develop or share knowledge, experience and skills of general application gained through performing the Services.

- 7.2 The Supplier shall, promptly at the University's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the University may from time to time require for the purpose of securing for the University the full benefit of this agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the University in accordance with clause 7.1.

7.3 The Supplier shall obtain waivers of any moral rights in the products of the Services (including the Deliverables) to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

7.4 All University Materials and all other materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the University to the Supplier or not so supplied but used by the Supplier specifically under the agreement shall at all times be and remain the exclusive property of the University but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the University (or provided to the University on written request from the University) and shall not be disposed of other than in accordance with the University's written instructions, nor shall such items be used otherwise than as authorised by the University in writing.

8. PRICE

8.1 The charges for the Services shall be set out in Schedule 2, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the University, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.2 In respect of Services, the Supplier shall invoice the University on completion of the Services or in accordance with any instalments as set out in Schedule 2. Each invoice shall include such supporting information required by the University to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number.

8.3 The Statement of Work contained in Schedule 1 shall specify whether the charges shall be on a time and materials basis, a fixed price basis or a combination of both.

8.4 Where the Services are provided on a time and materials basis:

(a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in Schedule 2;

(b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on a Business Day;

(c) all charges quoted to the University shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate;

- (d) the Supplier shall ensure that every individual whom it engages on the Services completes time sheets recording time spent on the Services, and the Supplier shall use such time sheets to calculate the charges covered by each monthly invoice referred to in clause 8.4 (e); and
- (e) the Supplier shall invoice the University monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in Clauses 8.4 (a) and 8.4 (b). Each invoice shall set out the time spent by each individual whom it engages on the Services and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

8.5 No variation in the price or extra charges shall be accepted by the University.

9. PAYMENT

9.1 The University shall pay the price within 30 days of receipt of an undisputed invoice.

9.2 The Supplier must quote the University's Purchase Order number on all invoices. Failure to do so may result in a delay in payments.

9.3 Without prejudice to any other right or remedy, the University reserves the right to set off any amount owing at any time from the Supplier to the University against any amount payable by the University to the Supplier under the agreement.

9.4 If any undisputed sum under the agreement is not paid when due then, without prejudice to the parties' other rights under the agreement, that sum shall bear interest from the due date until payment is made in full, both before and after any judgment, at 2% per annum over Barclays Bank Plc base rate from time to time. The Supplier is not entitled to suspend deliveries and/or service as a result of any sums being outstanding.

9.5 Subject to clause 23.10 where the Supplier appoints a subcontractor then the Supplier shall pay the subcontractor in accordance with the terms set out in this clause 9 as if it were the University.

10. INDEMNITY

10.1 The Supplier shall indemnify the University and keep the University indemnified in full against all direct, losses, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the University as a result of or in connection with:

- (a) any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the products of the Services (including the Deliverables);

- (b) any breach by the Supplier of its obligations under clause 14: Data Protection; and
- (c) any breach of the Modern Slavery Act 2015.

10.2 The Supplier shall indemnify the University and keep the University indemnified in full against all direct, losses, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the University as a result of or in connection with any claim made against the University in respect of any liability, loss, damage, injury, cost or expense sustained by the University's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services or the Deliverables as a consequence of a breach or negligent performance or failure or delay in performance of this agreement by the Supplier.

10.3 Liabilities under the indemnities at clause 10.1 and 10.2 are conditional upon the University discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against the University which may reasonably be considered likely to give rise to a liability under this indemnity (**a Claim**), the University shall:

- (a) as soon as reasonably practicable, give written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
- (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);
- (c) give the Supplier and its professional adviser access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the University, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and
- (d) in the case of alleged or actual infringement, the University allows the Supplier at the Supplier's discretion and expense to alter, replace or withdraw any product of the Services so that any offending element is removed.

10.4 The provisions of this clause 10 shall survive termination of the agreement, however arising.

11. LIMITATION OF LIABILITY

11.1 Nothing in this agreement:

- (a) shall limit or exclude the Supplier's or the University's liability for:

- (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) any liability to the extent that it cannot be otherwise excluded or limited by Law; or
 - (b) shall limit or exclude any liability in respect of the Supplier's indemnities in clause 10.1.
- 11.2 Without prejudice to clause 11.1 above neither party to this agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
- (a) loss of profit; or
 - (b) loss of goodwill; or
 - (c) loss of business; or
 - (d) loss of business opportunity; or
 - (e) loss of anticipated saving; or
 - (f) any special, indirect or consequential damage arising under or in connection with the agreement.
- 11.3 Notwithstanding clause 11.2, the losses for which the Supplier assumes responsibility and which shall, (subject to clause 11.4) be recoverable by the University include:
- (a) any sums paid by the University to the Supplier pursuant to this agreement, in respect of any Services not provided in accordance with the terms of this agreement;
 - (b) additional costs or procuring and implementing replacements for, or alternatives to the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials; and
 - (c) losses incurred by the University arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, Supplier personnel, regulator or customer of the University) against the University caused by the act or omission of the Supplier.
- 11.4 The total liability of one party to the other in respect of all other losses arising under or in connection with the agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 150% of the total charges payable by the University to the Supplier under this agreement.
- 11.5 The provisions of this clause 11 shall survive termination of the agreement, however arising.

12. INSURANCE

The Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the agreement, and shall, on the University's request, produce evidence of the insurance policies and of the payment of the premiums.

13. CONFIDENTIALITY AND FREEDOM OF INFORMATION

13.1 A party ("**the Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature ("**the Confidential Information**") and have been disclosed to the Receiving Party by the other party ("**the Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain.

13.2 The restriction in clause 13.1 above does not apply to:

- (a) any use or disclosure authorised by the Disclosing Party or required by law or regulation;
- (b) any information which is already in, or comes into, the public domain otherwise than through the Receiving Party's unauthorised disclosure;
- (c) information which is known by the Receiving Party before the Confidential Information is disclosed (as can be demonstrated by the Receiving Party's written records) and is not under any obligation of confidence;
- (d) lawfully becomes available to the Receiving Party other than from a source which is connected with the Disclosing Party (as can be demonstrated by the Receiving Party's written records); or
- (e) information which the Disclosing Party agrees with the Receiving Party is not Confidential Information.

13.3 The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

13.4 The Supplier acknowledges that the University is subject to the provisions of the Freedom of Information Act 2000 (as amended from time to time) and that the University is therefore subject to legal duties which may require the disclosure of information in relation to the agreement. If the University holds information

relating to the agreement on behalf of the Supplier, the Supplier agrees to assist and cooperate with the University to enable it to comply with the Freedom of Information Act 2000.

13.5 This clause 13 shall survive termination of the agreement.

14. DATA PROTECTION

14.1 The Supplier acknowledges that the University is the Data Controller and places great emphasis on confidentiality, integrity and availability of information and Personal Data. The University alone shall determine the purposes for which and the manner in which Personal Data are or are to be Processed.

14.2 Neither party shall do any act that puts the other party in breach of its obligations set out in this clause 14 and nothing in this agreement shall be deemed to prevent any party from taking the steps it deems necessary to comply with the Data Protection Act 1998 or other relevant Data Protection Legislation or regulatory provisions.

14.3 The Supplier shall:

- (a) Process the Personal Data only in accordance with instructions from the University to perform its obligations under this agreement;
- (b) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data;
- (c) not disclose or transfer the Personal Data to any third party or Supplier's Personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the University (save where such disclosure or transfer is specifically authorised under this agreement);
- (d) take all reasonable steps to ensure the reliability and integrity of any Supplier's Personnel who have access to the Personal Data and ensure that the Supplier's Personnel:
 - (i) are aware of and comply with the Supplier's duties under this clause and clause 13: confidentiality;
 - (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the University or as otherwise permitted by this agreement; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);

- (e) notify the University within 5 Business Days if it receives:
 - (i) from a Data Subject (or third party on their behalf):
 - (A) a Data Subject Access Request (or purported Data Subject Access Request);
 - (B) a request to rectify, block or erase any Personal Data; or
 - (C) any other request, complaint or communication relating to the University's obligations under the DPA;
 - (ii) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (f) provide the University with full cooperation and assistance (within the timescales reasonably required by the University) in relation to any complaint, communication or request made as referred to in clause 14.3(e), including by promptly providing:
 - (i) the University with full details and copies of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested by the University to enable the University to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and
 - (iii) the University, on request by the University, with any Personal Data it holds in relation to a Data Subject; and
- (g) if requested by the University, provide a written description of the measures that it has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this clause and provide to the University copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.

14.4 The Supplier shall not Process or otherwise transfer any Personal Data in or to any country outside the European Economic Area or any country not deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together "**Restricted Countries**"). If, after the Effective Date, the Supplier or any Sub-contractor wishes to Process and/or transfer any Personal Data in or to any Restricted Countries, the following provisions shall apply:

- (a) the Supplier shall submit a change request to the University which, if the University agrees to such change request, shall be dealt with in accordance with clauses 23.6 (Variation) and clauses 14.4(b) to 14.4(d);
- (b) the Supplier shall set out in its change request and/or impact assessment details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - (ii) the Restricted Countries which the Personal Data will be transferred to and/or Processed in; and
 - (iii) any Subcontractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;
 - (iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the University's compliance with the DPA;
- (c) in providing and evaluating the change request and impact assessment, the parties shall ensure that they have regard to and comply with then-current University and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
- (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the University may notify in writing, including:
 - (i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Contract or a separate data processing agreement between the parties; and
 - (ii) procuring that any Sub-contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (A) a direct data processing agreement with the University on such terms as may be required by the University; or
 - (B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the University and the Sub-contractor relating to the relevant Personal Data transfer,

and in each case which the Supplier acknowledges may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the DPA) and technical and organisation

measures which the University deems necessary for the purpose of protecting Personal Data.

- 14.5 The Supplier shall use its reasonable endeavours to assist the University to comply with any obligations under the DPA and shall not perform its obligations under this agreement in such a way as to cause the University to breach any of the University's obligations under the DPA to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
- 14.6 Each party shall notify the other immediately if they become aware of any actual, threatened or potential breach of security of the Personal Data. The Supplier shall, if a breach of security occurs, immediately take all reasonable steps necessary to:
- (a) remedy such breach or protect the Personal Data against any breach or threat; and
 - (b) prevent an equivalent breach in the future.
- 14.7 This clause 14 shall survive the termination of the agreement, however arising.

15. TERMINATION

- 15.1 Without limiting its other rights or remedies, the University may terminate the agreement:
- (a) by giving the Supplier written notice; and
 - (b) where the agreement is subject to the Public Contract Regulations 2015 the University may terminate this agreement on giving 6 months' notice in writing to the Supplier if:
 - (i) the agreement has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contract Regulations 2015;
 - (ii) the Supplier has, at the time of contract award, been in one of the situations referred to in Regulation 57(1) of the Public Contract Regulations 2015, including as a result of the application of Regulation 57(2) of the Public Contract Regulations 2015, and should therefore have been excluded from the procurement procedure; or
 - (iii) the agreement should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of Treaty of the Functioning of the European Union.

15.2 Without prejudice to any other right or remedies which the University may have, the University shall have the right at any time to terminate the agreement with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of any of the terms and conditions of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing to do so, and for the avoidance of doubt the parties acknowledge and agree that a breach of clause 13 (Confidentiality), clause 14 (Data Protection) and clause 18 (Compliance with Laws) shall be considered material; or
- (b) the Supplier repeatedly breaches any of the terms of the agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the agreement; or
- (c) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (d) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (f) the Supplier (being an individual) is the subject of a bankruptcy petition or order;
- (g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);

- (i) the holder of a floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (k) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.3(c) to clause 15.3(j) (inclusive);
- (l) the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business; or
- (m) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

15.3 On termination of the agreement for any reason, the Supplier shall immediately deliver to the University:

15.3.1 all University Materials and all copies of information and data provided by the University to the Supplier for the purposes of the agreement. The Supplier shall certify to the University that it has not retained any copies of University Materials or other information or data, except for one copy which the Supplier may use for audit purposes only and subject to the confidentiality obligations in clause 13; and

15.3.2 all specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to the University pursuant to clause 7.1 (providing always that termination is not as a result of non-payment by the University).

15.4 If the Supplier fails to fulfil its obligations under clause 15.3, then the University may enter the Supplier's premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, the Supplier shall be solely responsible for their safe keeping.

15.5 The termination of the agreement, however arising, shall be without prejudice to the rights and duties of the University accrued as at termination.

15.6 The clauses which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

16. FORCE MAJEURE

- 16.1 For the purposes of this agreement, “**Force Majeure Event**” means an event beyond the reasonable control of either party including but not limited to strikes, lock-outs or other industrial disputes (whether or not involving the workforce of either party), act of God, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 16.2 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under this agreement as a result of a Force Majeure Event.
- 16.3 If the Force Majeure Event prevents either party from performing any of its obligations under the agreement for more than 12 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice to the other party.

17. CORPORATE AND SOCIAL RESPONSIBILITY AND EQUALITY

- 17.1 Whilst performing the agreement the Supplier shall use (and shall ensure any third party supplier to the Supplier uses) its reasonable endeavours to conserve energy, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases (including carbon dioxide emissions), volatile organic compounds and other substances damaging to health and the environment.
- 17.2 The Supplier acknowledges that the University is subject to equal opportunities legislation and undertakes that it shall not (and shall ensure any third party supplier to the Supplier shall not) unlawfully discriminate for any reason and shall take all reasonable steps to secure the Supplier’s personnel (or that of any third party supplier) likewise do not unlawfully discriminate.

18. COMPLIANCE WITH LAWS

- 18.1 In performing its obligations under the agreement, the Supplier shall and shall ensure that each of its subcontractors shall comply with:
- (a) all applicable laws, statutes, regulations and codes from time to time in force;
 - (b) the Mandatory Policies; and
 - (c) UK immigration legislation and to ensure full compliance with the UK Border Agency’s guidance for employers on the prevention of illegal working, in accordance with the Immigration, Asylum and Nationality Act 2006 in respect to all staff engaged by the Supplier and working at the University (the UK Border Agency’s guidance is available at

(<https://www.gov.uk/government/collections/employers-illegal-working-penalties#guidance-and-codes-of-practice>). The University expects that proper 'right to work checks', including repeat checks for individuals with limited right to work in the UK, will have been carried out for staff engaged by the Supplier and working at the University, and that the Supplier complies fully with its record-keeping and reporting responsibilities for any migrant workers sponsored by the Supplier under Tier 2 or Tier 5 of the UK Border Agency's points-based immigration system. The Supplier will, on request, provide the University with such documentation as it may require to verify that the Supplier has complied with the requirements set out above.

18.2 The University may terminate the agreement with immediate effect by giving writing notice to the Supplier if the Supplier commits a breach of clause 18.1 above.

19. AUDIT

19.1 The Supplier shall keep and maintain until six years after the agreement has been completed, or as long a period as may be agreed between the parties, full and accurate records of the agreement including:

- i) the Services provided under it;
- ii) all expenditure reimbursed by the University;
- iii) all payments made by the University; and
- iv) records to evidence compliance with clause 18 (Compliance with Laws).

19.2 The Supplier shall on request afford the University or the University's representatives such access to those records as may be required in connection with the agreement.

20. DISPUTE RESOLUTION

20.1 The parties shall attempt in good faith to negotiate a settlement to any dispute arising between them out of or in connection with this agreement within 30 Business Days of the dispute arising.

20.2 If the dispute cannot be resolved, then the parties shall attempt to settle it by mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure from time-to-time in force.

20.3 To initiate the mediation, a party to the agreement must give notice in writing (the "ADR Notice") to the other party requesting a mediation in accordance with this clause 20. The mediation is to take place not later than 30 Business Days after the ADR Notice. If there is any issue on the conduct of the mediation upon which the parties cannot agree within 14 Business Days of the ADR Notice, then CEDR shall, at

the request of either party, decide the issue for the parties, having consulted with them. Unless otherwise agreed by the parties, the place of mediation shall be nominated by the mediator.

- 20.4 Unless otherwise agreed, all negotiations connected with the dispute and any settlement shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 20.5 If the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both the University and Supplier.
- 20.6 If the parties fail to reach agreement within 60 Business Days of the initiation of the mediation, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.
- 20.7 The commencement of a mediation shall not prevent the parties commencing or continuing court proceedings

21. EMPLOYMENT EXIT PROVISIONS

- 21.1 This agreement envisages that, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this agreement, or part, or otherwise) resulting in a transfer of the Services in whole or in part ("Service Transfer"). If a Service Transfer is a relevant transfer for the purposes of the Employment Regulations then, in such event, the University or a Replacement Supplier would inherit liabilities in respect of the Transferring Employees. Accordingly if the Employment Regulations apply on a Service Transfer the provisions in clause 21.7 to clause 21.10 shall apply. Clause 21.13 shall apply to a Service Transfer which is not a relevant transfer for the purposes of the Employment Regulations. For the avoidance of doubt, all other provisions in this clause 21 shall apply to all Service Transfers, whether or not the Employment Regulations apply.
- 21.2 The Supplier agrees that, subject to compliance with the Data Protection Legislation:
- 21.2.1 within 20 days of the earliest of:
- (a) receipt of a notification from the University of a Service Transfer or intended Service Transfer;
 - (b) receipt of the giving of notice of early termination of this agreement or any part thereof; or
 - (c) the date which is 12 months before the expiry of the initial term of this agreement under clause 2.3 or any renewal term,

and, in any event, on receipt of a written request of the University at any time, it shall provide the Supplier's Provisional Staff List and the Staffing Information to the

University or, at the direction of the University, to a Replacement Supplier and it shall provide an updated Supplier's Provisional Staff List when reasonably requested by the University or any Replacement Supplier;

21.2.2 at least 14 days before the Service Transfer Date, the Supplier shall prepare and provide to the University and/or, at the direction of the University, to the Replacement Supplier, the Supplier's Final Staff List, which shall be complete and accurate in all material respects. The Supplier's Final Staff List shall identify which of the Supplier's Personnel named are Transferring Employees;

21.2.3 the University shall be permitted to use and disclose the Supplier's Provisional Staff List, the Supplier's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Supplier for any services which are substantially the same type of services (or any part thereof) as the Services; and

21.2.4 on reasonable request by the University the Supplier shall provide the University or at the request of the University, the Replacement Supplier, with access (on reasonable notice and during normal working hours) to such employment records (and provide copies) as the University reasonably requests.

21.3 The Supplier warrants that the Supplier's Provisional Staff List, the Supplier's Final Staff List and the Staffing Information will be true and accurate in all material respects.

21.4 From the date of the earliest event referred to in clause 21.2, the Supplier agrees that it shall not without the prior written consent of the University, assign any person to the provision of the Services (or the relevant part) which is the subject of a Service Transfer who is not listed in the Supplier's Provisional Staff List and shall not without the prior written consent of the University (such consent not to be unreasonably withheld or delayed):

21.4.1 increase the total number of employees listed on the Supplier's Provisional Staff List;

21.4.2 make, propose or permit any changes to the terms and conditions of employment of any employees listed on the Supplier's Provisional Staff List;

21.4.3 increase the proportion of working time spent on the Services (or the relevant part) by any of the Supplier's Personnel;

21.4.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Staff List; and

21.4.5 replace any of the Supplier's Personnel listed on the Supplier's Provisional Staff List or deploy any other person to perform the Services (or the relevant part) or

increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Staff List.

21.5 The Supplier will promptly notify the University or, at the direction of the University, the Replacement Supplier of any notice to terminate employment received from any persons listed on the Supplier's Provisional Staff List regardless of when such notice takes effect.

21.6 At least 14 days before the expected Service Transfer Date, the Supplier shall provide to the University or any Replacement Supplier, in respect of each person (subject to compliance with Data Protection Legislation) on the Supplier's Final Staff List who is a Transferring Employee, their:

- (a) pay slip data for the most recent month;
- (b) cumulative pay for tax and pension purposes;
- (c) cumulative tax paid;
- (d) tax code;
- (e) voluntary deductions from pay; and
- (f) bank or building society account details for payroll purposes.

21.7 In connection with a relevant transfer to which the Employment Regulations apply, the parties agree that:

21.7.1 the Supplier shall perform and discharge all its obligations in respect of all the Transferring Employees and their representatives for its own account up to and including the Service Transfer Date. The Supplier shall indemnify the University and any Replacement Supplier in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the University or any Replacement Supplier including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

- (i) the Supplier's failure to perform and discharge any such obligation;
- (ii) any act or omission by the Supplier on or before the Service Transfer Date or any other matter, event or circumstance occurring before the Service Transfer Date;
- (iii) all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the Service Transfer Date;
- (iv) any claim arising out of the provision of, or proposal by the Supplier to offer any change to any benefit, term or condition or working condition of any Transferring Employee arising on or before the Service Transfer Date;

- (v) any claim made by or in respect of any person employed or formerly employed by the Supplier other than a Transferring Employee for which it is alleged the University or any Replacement Supplier may be liable by virtue of this agreement and/or the Employment Regulations;
- (vi) any act or omission of the Supplier in relation to its obligations under regulation 11 of the Employment Regulations, or in respect of an award of compensation under regulation 12 of the Employment Regulations except to the extent that the liability arises from the University or Replacement Supplier's failure to comply with regulation 11 of the Employment Regulations; and
- (vii) any statement communicated to or action done by the Supplier or in respect of any Transferring Employee on or before the Service Transfer Date regarding the Service Transfer which has not been agreed in advance with the University in writing.

21.8 The Supplier shall indemnify the University and any Replacement Supplier in respect of any claims arising from any act or omission of the Supplier in relation to any other Supplier's Personnel who is not a Transferring Employee during any period whether before, on or after the Service Transfer Date.

21.9 The University shall indemnify the Supplier against all claims arising from the University's or the Replacement Supplier's failure to perform and discharge any obligation and against any claims in respect of any Transferring Employees arising from or as a result of:

21.9.1 any act or omission by the University or the Replacement Supplier relating to a Transferring Employee occurring on or after the Service Transfer Date; and

21.9.2 all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contribution and otherwise) accrued and payable after the Service Transfer Date.

21.10 The parties shall co-operate to ensure that any requirement to inform and consult employee representatives in relation to any relevant transfer as a consequence of a Service Transfer will be fulfilled.

21.11 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to clause 21.2 to clause 21.10 to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Supplier or the University to the Supplier under clause 21.2 to clause 21.10 in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

21.12 Notwithstanding clause 21.11, it is expressly agreed that the parties may by agreement rescind or vary this clause 21 or any term of this agreement without the consent of any other person who has the right to enforce the terms of this clause 19 or the term in question notwithstanding that such rescission or variation may extinguish or alter that person's entitlement under that right.

21.13 In the event of a Service Transfer to which the Employment Regulations do not apply, the following provisions shall apply:

21.13.1 the University or the Replacement Supplier can, at its discretion, make to any of the employees listed on the Supplier's Provisional Staff List or any Supplier's Personnel assigned to the Services an offer, in writing, to employ that employee under a new contract of employment to take effect at the earliest reasonable opportunity;

21.13.2 when the offer has been made by the University or Replacement Supplier and accepted by any employee or worker, the Supplier shall permit the employee or worker to leave his or her employment, as soon as practicable depending on the business needs of the Supplier which could be without the employee or worker having worked his full notice period, if the employee so requests and where operational obligations allow;

21.13.3 if the employee does not accept an offer of employment made by the University or Replacement Supplier, the employee shall remain employed by the Supplier and all claims in relation to the employee shall remain with the Supplier; and

21.13.4 if the University or the Replacement Supplier does not make an offer to any employee on the Supplier's Provisional Staff List or any Supplier's Personnel, then that employee and all claims in relation to that employee remains with the Supplier.

22. NOTICES

22.1 For the purposes of this clause, but subject to clause 22.8, notice includes any other communication.

22.2 A notice given to a party under or in connection with this agreement:

- (a) shall be in writing;
- (b) shall be signed by or on behalf of the party giving it;
- (c) shall be sent to the party for the attention of the contact and at the address listed in clause 22.3;
- (d) shall be sent by a method listed in clause 22.5; and
- (e) is deemed received as set out in clause 22.5 if prepared and sent in accordance with this clause.

22.3 The parties' addresses and contacts are as set out in this table:

Party	Contact	Address	Email
University	[insert name and position]	The University of Manchester, Oxford Road, Manchester, M13 9PL	[email address] [additional email address if required]
Consultant	[Name and position of contact]	[address]	[email]

22.4 A party may change its details given in the table in clause 22.3 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:

- (a) the date, if any, specified in the notice as the effective date for the change; or
- (b) the date five Business Days after deemed receipt of the notice.

22.5 This table sets out:

- (a) delivery methods for sending a notice to a party under this agreement; and
- (b) for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the provisions in clause 22.6:

Delivery method	Delivery date and time
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class recorded delivery post or other next working day delivery service providing proof of delivery.	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
Pre-paid airmail providing proof of delivery.	at the time recorded by the delivery service.
Delivery by email.	At the time the email was sent on a Business Day during normal working hours or at 9.00am on the next Business Day.

22.6 For the purpose of clause 22.5 and calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

22.7 Where the delivery method is by email, deemed delivery is conditional upon:

- (a) Sending a copy by first class post or another specified method of service; and
- (b) Sending the notice as a PDF email attachment; and
- (c) Including text in the subject line of the email sufficient to identify the contents as a formal notice; and
- (d) Sending the notice to all the e-mail addresses specified in clause 22.3.

22.8 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. GENERAL

23.1 Each right or remedy of the University under the agreement is without prejudice to any other right or remedy of the University whether under the agreement or not.

23.2 If any provision or part provision of the agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the agreement and the remainder of such provision shall continue in full force and effect.

23.3 Failure or delay by the University in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the agreement.

23.4 Any waiver by the University of any breach of, or any default under, any provision of the agreement by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the agreement.

23.5 The parties to the agreement do not intend that any term of the agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

23.6 No variation of the agreement shall be valid unless it is agreed in writing and signed by, or on behalf of, each of the parties.

- 23.7 The agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 23.8 Each party acknowledges that, in entering into the agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).
- 23.9 Nothing in the agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 23.10 The Supplier shall not be entitled to assign the agreement or any part of it without the prior written consent of the University.
- 23.11 The University may assign the agreement or any part of it to any person, firm or company.
- 23.12 The Supplier shall not exploit publicity in any form in connection with the agreement or the University without obtaining the prior written consent of the University.

24. GOVERNING LAW AND JURISDICTION

- 24.1 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England.
- 24.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed on behalf of THE UNIVERSITY OF MANCHESTER:

Name:.....

Signature:.....

Date:.....

Signed by behalf of **[NAME OF SUPPLIER]:**

Name:.....

Signature:.....

Date:.....

Schedule 1 Statement of Work

[DESCRIPTION OF THE SERVICES TO BE PROVIDED]

Schedule 2 Charges and Payment

OPTION 1: ONE-OFF SERVICES

[Specify whether the Charges for the Services will be fixed price, time and materials or a mix.]

Fixed price:

The total charges for the Services are: £[AMOUNT].

The fixed price is calculated as follows: [Include calculation method, if appropriate].

Time and materials:

The daily rate for the Supplier's Team: [Set out the daily rates for the supplier's team. Ensure that if more senior members of the team (for example, project managers) have higher rates than other members of the team, this should be specified.]

Payment terms: [Insert the agreed timetable for payment, ensuring that Milestones and the criteria for determining whether these have been accepted or successfully met are clearly set out.]

OPTION 2: ONGOING SERVICES

Time and materials: [The daily rate for the Supplier's Team: [Set out the daily rates for the supplier's team. Ensure that if more senior members of the team (for example, project managers) have higher rates than other members of the team, this should be specified.]

Schedule 3 Change Control

Template Change Control Notification

Change Control Notification Form			
Change Control Number [insert number]			
Title of change:			
Date of request:			
Reasons for change:			
Impact of change (including clause reference, if applicable):			
Is change permitted under Regulation 72 of the Public Contracts Regulations 2015:	Refer to Central Procurement Office for advice on this before change is accepted or rejected.		
Timetable:			
Price:			
The Supplier:	<table border="1"> <tr> <td>Signed:..... Name:.....</td> <td>Date:.....</td> </tr> </table>	Signed:..... Name:.....	Date:.....
Signed:..... Name:.....	Date:.....		
The University:	ACCEPT/REJECT (<i>delete as appropriate</i>)		
	<table border="1"> <tr> <td>Signed:..... Name:.....</td> <td>Date:.....</td> </tr> </table>	Signed:..... Name:.....	Date:.....
Signed:..... Name:.....	Date:.....		

This document has been takes effect on the date stated at the beginning of it

Signed on behalf of THE UNIVERSITY OF MANCHESTER:

Name:.....

Signature:.....

Date:.....

Signed by behalf of [insert Name of Supplier]:

Name:.....

Signature:.....

Date:.....