

CONSULTANCY AGREEMENT FOR EXTERNAL EXAMINER FOR POSTGRADUATE RESEARCH

COVER SHEET

|  |  |
| --- | --- |
| Date of Agreement: | Insert date agreement is signed |
| Name of PGR External Examiner: | PGR External Examiner’s name |
| Address of PGR External Examiner: | Full postal address |
| Commencement Date (clause 1.1): | Insert date the work is to commence by the PGR External Examiner |
| Key Personnel (clause 1.1) | PGR External Examiner |
| PGR External Examiner to be Paid Expenses: | Yes subject to being incurred and claimed for in accordance with enclosed ‘Notes for All Claimants using PGR External Examiners Fees and Expenses Claim Form’ |
| Services: | Full details of the Services are contained in Schedule 1. |
| Fees: | **Part A - Fee**The University shall pay the PGR External Examiner a consultancy fee of £200 exclusive of Value Added Tax (if applicable), such fee to be payable by bank transfer on completion of Services.**Part B - Payment**On completion of Services the PGR External Examiner shall submit to the University an invoice which gives details of the Services provided and the amount of the fee payable (plus VAT, if applicable) referencing the Purchase Order Number. |

Contents

Clause

1. Interpretation 1

2. Term of engagement 2

3. Duties 3

4. Fees 4

5. Expenses 4

6. Other activities 4

7. Confidential information, University property and Freedom of Information 4

8. Data protection 6

9. Intellectual property 6

10. Insurance and liability 8

11. Termination 8

12. Obligations upon termination 9

13. Status 10

14. Notices 10

15. Entire agreement and previous contracts 11

16. Variation 11

17. Counterparts 11

18. Third party rights 11

19. Corporate and Social Responsibility and Equality 11

20. Compliance with Laws 11

21. Dispute Resolution 13

22. General 13

23. Governing law and jurisdiction 14

Parties

1. **THE UNIVERSITY OF MANCHESTER** (a Royal Charter corporation registered under number RC000797, an exempt charity) whose registered office is at Oxford Road, Manchester, M13 9PL (“**the University**”); and
2. **THE** PGR EXTERNAL EXAMINER

Agreed terms

# Interpretation

## The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

“Business Days” 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.

“Commencement Date**”** means the date specified on the Cover Sheet.

“Confidential Information**”** meansinformation (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the University for the time being confidential to the University and trade secrets including, without limitation, technical data and know-how relating to the business of the University or any of its business contacts.

“Cover Sheet” means the sheet attached to the front of this Agreement containing without limitation details of the PGR External Examiner, Fees and Services.

“Engagement**”** meansthe engagement of the PGR External Examiner by the University on the terms of this agreement.

“Insurance Policies**”** meanscommercial general liability insurance cover (including professional indemnity insurance), employer's liability insurance cover and public liability insurance cover.

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database 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 (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

“Invention**”** means any invention, idea, discovery, development, improvement or innovation made by the PGR External Examiner in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

“Key Personnel” means those named on the Cover Sheet who shall be the persons responsible for providing the Services under the Engagement.

“Pre-Contractual Statement**”** meansany undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Engagement other than as expressly set out in this agreement or any documents referred to in it.

“Quarter” means any period of three consecutive calendar months which shall commence on the Commencement Date or any date which is the day after the end of the previous Quarter.

“Services” means the services described in Schedule 1.

“Termination Date” means the date of termination of this agreement howsoever arising.

“VAT**”** means value added tax chargeable under English law for the time being and any similar additional tax.

“Works” means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the PGR External Examiner in the provision of the Services.

## The headings in this agreement are inserted for convenience only and shall not affect its construction.

## A reference to a particular law 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.

## A reference to one gender includes a reference to the other gender.

## The schedules to this agreement form part of (and are incorporated into) this agreement.

# Term of engagement

## The University shall engage the PGR External Examiner on a non-exclusive basis and the PGR External Examiner shall provide the Services on the terms of this agreement.

## The Engagement shall commence on the Commencement Date and shall continue for a period of no longer than 12 months unless and until terminated:

### as provided by the terms of this agreement; or

### by either party giving to the other not less than two weeks' prior written notice.

## This agreement shall cease to have any effect upon the Termination Date (save as regards clauses 7, 10 and 13) and the University shall have no obligation to provide any further work to the PGR External Examiner and the PGR External Examiner shall have no obligation to provide any further Services to the University.

# Duties

## During the Engagement:

### the PGR External Examiner shall provide the Services with all the reasonable skill, care, ability and diligence to be expected of a qualified and experienced member of the relevant profession providing services similar in scope and character to the Services and use their best endeavours to promote the interests of the University; and

### unless prevented by ill health or accident, the PGR External Examiner shall devote such time as necessary to the carrying out of the Services together with such additional time if any as may be necessary for their proper performance.

## If the PGR External Examiner is unable to provide the Services due to illness or injury the PGR External Examiner shall advise the University of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.

## The PGR External Examiner shall use reasonable endeavours to ensure that it is available at all times on reasonable notice to provide such assistance or information as the University may require.

## Unless specifically authorised to do so by the University in writing, the PGR External Examiner shall not:

### have any authority to incur any expenditure in the name of or for the account of the University; or

### hold itself out as having authority to bind the University.

## The PGR External Examiner shall comply with all reasonable standards of safety and comply with the University's health and safety procedures from time to time in force at the premises where the Services are provided and report to the University any unsafe working conditions or practices.

## The PGR External Examiner may use another person, firm or company to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that the University will not be liable to bear the cost of such functions.

# Fees

## In consideration of the provision of the Services during the Engagement, the University shall within 30 days of receipt of an invoice which is properly due and submitted in accordance with Part B of the Fee pay to the PGR External Examiner the consultancy fee contained in Part A of the Fee, such fee to be payable by bank transfer quarterly in arrears subject to clause 4.2 below.

## The PGR External Examiner must quote the University’s purchase order number as specified on the Cover Sheet on all invoices. Failure to do so may result in a delay in payments.

## The University shall be entitled to deduct from the fees (and any other sums) due to the PGR External Examiner any sums that the PGR External Examiner may owe to the University at any time.

##

# Expenses

## Expenses shall be paid in accordance with the Cover Sheet.

## If the PGR External Examiner is required to travel abroad in connection with the provision of the Services he shall be responsible for any necessary insurances, inoculations and immigration requirements.

# Other activities

Nothing in this agreement shall prevent the PGR External Examiner from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

### such activity does not cause a breach of any of the PGR External Examiner's obligations under this agreement; and

### the PGR External Examiner shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of the University without the prior written consent of the University.

# Confidential information, University property and Freedom of Information

## The PGR External Examiner acknowledges that in the course of the Engagement he will have access to Confidential Information. The PGR External Examiner has therefore agreed to accept the restrictions in this clause 7.

## Subject to clause 7.3, the PGR External Examiner shall not (except in the proper course of his duties) either during the Engagement or at any time after the Termination Date, use or disclose to any person, firm, company or other entity (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

### any use or disclosure authorised by the University or required by law; or

### any information which is already in, or comes into, the public domain otherwise than through the PGR External Examiner's unauthorised disclosure

### information which is known by the PGR External Examiner before the Confidential Information is disclosed to the PGR External Examiner (as can be demonstrated by the PGR External Examiner's written records) and is not under any obligation of confidence;

### lawfully becomes available to the PGR External Examiner other than from a source which is connected with the University (as can be demonstrated by the PGR External Examiner's written records);

### information which the University agrees with the PGR External Examiner is not Confidential Information.

## The PGR External Examiner may disclose Confidential Information to a person, firm or company appointed as described in clause 3.6 only to the extent absolutely necessary. The PGR External Examiner shall ensure that such person, firm or company is subject to obligations of confidentiality corresponding to those which bind the PGR External Examiner in this agreement; and/or

## The PGR External Examiner shall only make such copies of the Confidential Information as are strictly necessary in order to perform the Services under this agreement and for disclosures that are not in breach of this agreement. The PGR External Examiner shall clearly mark all such copies as confidential.

## All Confidential Information and all documents, manuals, hardware and software provided for the PGR External Examiner's use by the University, and any data or documents (including copies) produced, maintained or stored on the University's computer systems or other electronic equipment (including mobile phones provided by the University), remain the property of the University.

## The PGR External Examiner 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 disclose of information in relation to this agreement. If the University holds information relating to this agreement on behalf of the PGR External Examiner, the PGR External Examiner agrees to assist and cooperate with the University to enable it to comply with the Freedom of Information Act 2000.

## The PGR External Examiner shall not exploit publicity in any form in connection with the agreement or the University without obtaining the prior written consent of the University.

## At the University's written request (subject to clause 7.9) the PGR External Examiner shall immediately:

### return all Confidential Information supplied by the University to the PGR External Examiner;

### expunge all relevant Confidential Information from any computer, word processor or other similar device into which the Confidential Information may have been programmed;

### destroy or permanently erase all copies made by the PGR External Examiner and procure that anyone to whom it has supplied copies destroys or permanently erases such copies and any further copies made by them; and

### confirm in writing (under oath if we so require) that the PGR External Examiner has complied with this clause.

## The PGR External Examiner and the persons to whom he has disclosed Confidential Information will not have to destroy or permanently erase copies which he is required to keep copies of by law. This clause will not affect the PGR External Examiner's other obligations set out in this clause in respect of such copies.

##

## This condition 7 shall survive the termination of this agreement, however arising.

# Data protection

## Each party shall, at all times, comply with the Data Protection Act 1998. Each party (the **"Assisting Party**") shall, at the other party's request (the **"Requesting Party"**), provide such reasonable assistance as the Requesting Party to comply with its obligations under the DPA. Where the Assisting Party incurs material costs to comply with any request from the Requesting Party it shall be entitled to be reimbursed those costs by the Requesting Party.

## The PGR External Examiner consents to the University holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the PGR External Examiner including, as appropriate:

### information about the PGR External Examiner's physical or mental health or condition in order to monitor sick leave and take decisions as to the PGR External Examiner's fitness for work;

### the PGR External Examiner's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;

### information relating to any criminal proceedings in which the PGR External Examiner has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

## The PGR External Examiner consents to the University making such information available to those who provide products or services to the University (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the University or any part of its business.

## The PGR External Examiner consents to the transfer of such information to the University's business contacts outside the European Economic Area in order to further its business interests.

##

## This condition 8 shall survive termination of the agreement, however arising.

# Intellectual property

## The PGR External Examiner hereby assigns to the University all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this agreement, the PGR External Examiner holds legal title in such rights and inventions on trust for the University until such time as the legal title can be transferred to the University.

## The PGR External Examiner undertakes:

### to notify to the University in writing full details of any Works and Inventions promptly on their creation;

### to keep confidential details of all Inventions;

### whenever requested to do so by the University and in any event on the termination of the Engagement, promptly to deliver to the University all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in his possession, custody or power;

### not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the University; and

### to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the University.

## The PGR External Examiner warrants to the University that:

### he has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;

### he is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and

### the use of the Works or the Intellectual Property Rights in the Works by the University will not infringe the rights of any third party.

## The PGR External Examiner waives any moral rights in the Works to which he is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials, infringes the PGR External Examiner's moral rights.

## The PGR External Examiner acknowledges that no further remuneration or compensation other than that provided for in this agreement is or may become due to the PGR External Examiner in respect of the performance of his obligations under this clause 9.

## The PGR External Examiner undertakes, at the expense of the University, at any time either during or after the Engagement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the University, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of the University and to defend the University against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.

## This clause 9 shall survive termination of the agreement, howsoever arising.

# Insurance and liability

## The PGR External Examiner shall have personal liability for any loss, liability or costs (including reasonable legal costs) incurred by the University in connection with the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies at his own expense in respect of the provision of the Services.

## The PGR External Examiner shall ensure that the Insurance Policies are taken out with reputable insurers to a level of cover appropriate to the Services.

## The PGR External Examiner shall on request supply to the University copies of such Insurance Policies and evidence that the relevant premiums have been paid.

## The PGR External Examiner shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the PGR External Examiner is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the PGR External Examiner shall notify the University without delay.

## The PGR External Examiner shall indemnify the University and keep the University indemnified in full against all claims and all direct, indirect, special or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages 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 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 Works;

###

### any breach of the Data Protection Act 1998; or

### 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 University 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 Works as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the agreement by the PGR External Examiner.

# Termination

## Notwithstanding the provisions of clause 2.2 and without prejudice to any other rights or remedies which the University may have, the University shall have the right at any time to terminate the Engagement immediately with no liability to make any further payment to the PGR External Examiner (other than in respect of amounts accrued prior to the Termination Date) if at any time the PGR External Examiner:

### commits an act of misconduct affecting the business of the University; or

### fails for any reason to perform the Services for a continuous period as specified on the Cover Sheet.

### commits any material or repeated breach or non-observance of any of the provisions of this agreement (or any other agreement or arrangement between the University and the PGR External Examiner) and where such breach is capable of remedy fails to remedy the breach within 30 days of being notified or refuses or neglects to comply with any reasonable and lawful directions of the University; or

### is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or

### is in the reasonable opinion of the University negligent and/or incompetent in the performance of the Services; or

### is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984; or

### is incapacitated (including by reason of illness or accident) from providing the Services for the period specified on the Cover Sheet; or

### is guilty of any fraud or dishonesty or acts in any manner which in the reasonable opinion of the Universitybrings or is likely to bring the PGR External Examiner or the University into disrepute or is materially adverse to the interests of the University.

## The rights of the University under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the PGR External Examiner as having brought the agreement to an end. Any delay by the University in exercising its rights to terminate shall not constitute a waiver thereof.

## Clauses 7, 10 and 13 shall survive the termination of this agreement.

# Obligations upon termination

On the Termination Date or at any other time at the request of the University the PGR External Examiner shall and shall procure that any Key Personnel and Substitute shall:

### immediately deliver to the University all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the University or its business contacts, any keys, and any other property of the University, which is in his possession or under his control;

### irretrievably delete any information relating to the business of the University stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of the University; and

### provide a signed statement that he has complied fully with his obligations under this clause 12.

# Status

## The relationship of the PGR External Examiner to the University will be that of independent contractor and nothing in this agreement shall render it or any Key Personnel or Substitute an employee, worker, agent or partner of the University and the PGR External Examiner shall not hold itself out as such.

## This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the PGR External Examiner shall be fully responsible for and shall indemnify the University for and in respect of:

### any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law. The PGR External Examiner shall further indemnify the University against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the University in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

### any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the PGR External Examiner or any Key Personnel or Substitute against the University arising out of or in connection with the provision of the Services.

## The University may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the PGR External Examiner.

## The PGR External Examiner should also refer to the HMRC Employment Status manual which states that payments made to external examiners engaged by universities for masters’ degrees and doctorates generally fall to be treated as trade profits with liability for Class 2/4 NICs.

# Notices

## Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of the University) its registered office for the time being and (in the case of the PGR External Examiner) his last known address, or by sending it by fax to the fax number notified by the relevant party to the other party. Any such notice shall be deemed to have been received:

### if delivered personally, at the time of delivery; and

### in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.

## In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post or that the notice was transmitted by fax to the fax number of the relevant party).

# Entire agreement and previous contracts

Each party on behalf of itself acknowledges and agrees with the other party that:

### this agreement together with any documents referred to in it constitutes the entire agreement and understanding between the PGR External Examiner and the University and supersedes any previous agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);

### in entering into this agreement neither party has relied on any Pre-Contractual Statement; and

### the only remedy available to either party for breach of this agreement shall be for breach of contract under the terms of this agreement and it shall have no right of action against any other party in respect of any Pre-Contractual Statement. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.

# Variation

No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

# Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

# Third party rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the PGR External Examiner and the University shall have any rights under it. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.

# Corporate and Social Responsibility and Equality

19.1 In providing the Services the PGR External Examiner shall use 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.

## The PGR External Examiner acknowledges that the University is subject to equal opportunities legislation and undertakes to not unlawfully discriminate for any reason and shall take all reasonable steps to secure the PGR External Examiner’s personnel likewise do not unlawfully discriminate.

#

# Compliance with Laws

## The PGR External Examiner shall:

### comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**“the** Relevant Requirements”);

### 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;

### comply with the University's Anti-bribery and Anti-corruption Policies located on the University’s website [www.manchester.ac.uk/policies](http://www.manchester.ac.uk/policies), in each case as the University or the relevant industry body may update them from time to time (“**the** Relevant Policies”).

### have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 20.1(b), and will enforce them where appropriate;

### promptly report to the University any request or demand for any undue financial or other advantage of any kind received by the PGR External Examiner in connection with the performance of this agreement;

### immediately notify the University (in writing) if a foreign public official becomes an officer or employee of the PGR External Examiner or acquires a direct or indirect interest in the PGR External Examiner (and the PGR External Examiner warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);

### within 3 months of the date of this agreement, and annually thereafter, certify to the University in writing signed by an officer of the PGR External Examiner, compliance with this clause 20.1 by the PGR External Examiner and all persons associated with it under clause 20.2. The PGR External Examiner shall provide such supporting evidence of compliance as the University may reasonably request.

## The PGR External Examiner shall ensure that any person associated with the PGR External Examiner who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the PGR External Examiner in this clause 11 (**“the** Relevant Terms”). The PGR External Examiner shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the University for any breach by such persons of any of the Relevant Terms.

## Breach of this clause 20 shall be deemed a material breach under this Contract.

## For the purpose of this clause 20, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 20 a person associated with the PGR External Examiner includes but is not limited to any subcontractor of the PGR External Examiner.

# Dispute Resolution

## 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.

## 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.

## 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 21. 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.

## 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.

## 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 PGR External Examiner.

## 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.

## The commencement of a mediation shall not prevent the parties commencing or continuing court proceedings.

# General

## 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.

## If any 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.

## 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.

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

## The PGR External Examiner shall not be entitled to assign the agreement or any part of it without the prior written consent of the University.

## The University may assign the agreement or any part of it to any person, firm or company.

# Governing law and jurisdiction

## This agreement shall be governed by and construed in accordance with the law of England and Wales.

## Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement for all contractual and non-contractual disputes.

**AS WITNESS** the hands of the duly authorised representatives of the parties the day and year first before written

**Signed on behalf of the University:**

Name:…………………………………………………………………………………

Signature:……………………………………………………………………………..

Date:…………………………………………………………………………………..

**Signed by the PGR External Examiner:**

Name:……………………………………………………………………………….

Signature:……………………………………………………………………………

Date:…………………………………………………………………………………...

**Schedule 1**

**The Services**

Insert full and detailed description of the services which should include the following matters:

* Details of the work to be carried out;
* The location(s) where the services are to be performed;
* Reporting procedure; and
* Any milestones for completion of particular projects; and
* whether the services will need to be provided to any affiliates.