

**Contract for**

[INSERT]

|  |  |
| --- | --- |
| Tender Reference: |  |
| University Lead: |  |

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Original ITT Document

Supplier Submission

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# FORM OF AGREEMENT

A Contract made the [INSERT DATE] between

|  |  |  |
| --- | --- | --- |
| Lancaster University, | and | [INSERT SUPPLIER NAME], |
| Bailrigg,  Lancaster,  LA1 4YW |  | whose registered office is at  [INSERT] |

For the purposes of the Contract, the following, or their authorised representatives, shall act on behalf of the Supplier: [INSERT ACCOUNT MANAGER NAME AND ROLE]

For the purposes of the Contract, the following, or their authorised representatives, shall act on behalf of Lancaster University:

**Commercial/Contractual Matters:** [INSERT NAME AND ROLE OF PROCUREMENT LEAD], who shall act on behalf of Lancaster University on all matters of a commercial/contractual nature and without whose written authority any amendment to Contract is invalid.

**Technical/Operational Matters:** [INSERT INTERNAL STAKEHOLDER NAME AND TITLE]

The contract, read as one document, shall incorporate:

Form of Agreement;

Schedule 1 - Terms and Conditions;

Schedule 2 - Specification;

Schedule 3 - Pricing Schedule;

Appendices

|  |  |
| --- | --- |
| **SIGNED** by …………………………………………..  as an authorised signatory for and  on behalf of Lancaster University  **Date:** …………………………………………… | Print Name: ……………………………………………  Title: ……………………………………………………… |
|  |  |
| **SIGNED** by ……………………………………………  as an authorised signatory for and  on behalf of **[INSERT]**  **Date:** …………………………………………… | Print Name: ……………………………………………  Title: ……………………………………………………… |

|  |  |
| --- | --- |
| Start date: |  |
| End date: |  |
| Extension dates (if applicable): |  |

# SCHEDULE 1: TERMS AND CONDITIONS

Terms and Conditions for the Supply of Consultancy Services

## 1. Interpretation

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

“Business Opportunities”: any opportunities which the Consultant becomes aware of during the Engagement which relate to the business of the University or which the University reasonably considers might be of benefit to the University.

“Capacity”: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

“Commencement Date”: [DATE THE ENGAGEMENT WILL COMMENCE]

“Confidential Information”: information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, students, potential students, academic partners, customers, 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 University or any of its suppliers, students, potential students, academic partners customers, agents, management or business contacts, including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

“Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach”: as defined in the Data Protection Legislation.

“Data Protection Legislation”: all applicable data protection and privacy legislation in force from time to time in the UK including; UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other directly applicable European Union regulation relating to privacy and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

“Engagement”: the engagement of the Consultant by the University on the terms of this agreement.

“Insurance Policies”: employer's liability insurance cover, professional indemnity insurance cover and public liability insurance cover.

“Intellectual Property Rights”: patents, rights to Inventions, rights in designs, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets), moral rights 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”: any invention, idea, discovery, development, improvement or innovation made by the Consultant in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

“Pre-Contractual Statement”: any 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.

“Services”: the services described in the Schedule.

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

“University Property”: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the University or its customers, students potential students, academic partners and business contacts, and any equipment, keys, hardware or software provided for the Consultant’s use by the University during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the computer systems or other electronic equipment of the University, the Consultant during the Engagement.

“Works”: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in connection with the provision of the Services.

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

1.3 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.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.6 The Schedules to this agreement forms part of (and is incorporated into) this agreement. Where there is conflict or inconsistency between the terms of the agreement and the schedules they shall be read and construed in the following order:

Form of agreement

Schedule 1

Schedule 2

Schedule 3

## 2. Term of engagement

2.1 The University shall engage the Consultant and the Consultant shall provide the Services on the terms of this agreement.

2.2 The Engagement shall commence on the Commencement Date and shall continue unless and until terminated as provided by the terms of this agreement; or by the University giving to the Consultant not less than 2 weeks written notice.

## 3. Duties and obligations

3.1 Any advice, opinion, statement of expectation, forecast or recommendation supplied by the Consultant shall be based upon a professional assessment of, as far as reasonably possible, all the facts, issues and trends pertaining to the Engagement at that point in time.

3.2 During the Engagement the Consultant shall, and (where appropriate) shall procure that its staff shall:

provide the Services with all due care, skill and ability and use its or his best endeavours to promote the interests of the University;

in the event that the Consultant is an individual, unless the Consultant is prevented by ill health or accident, (devote as many hours / days to the carrying out of the Services as may be necessary for their proper performance) OR (devote at least [NUMBER] [hours OR days] in each calendar month to the carrying out of the Services together with such additional time if any as may be necessary for their proper performance); and promptly give to the University all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.

3.3 In the event that the Consultant is an individual, if the Consultant is unable to provide the Services due to illness or injury, the Consultant 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.

3.4 The Consultant shall use its reasonable endeavours to ensure that it or its staff is available at all times on reasonable notice to provide such assistance or information as the University may require.

3.5 Unless it or he has been specifically authorised to do so by the University in writing:

the Consultant shall not have any authority to incur any expenditure in the name of or for the account of the University; and

the Consultant shall not hold itself out as having authority to bind the University.

3.6 The Consultant shall comply with all reasonable standards of safety and comply with the University's health and safety procedures that are 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.

3.7 The Consultant shall comply with the University's policies on staff conduct, equality and diversity and health and wellbeing.

3.8 The Consultant undertakes to the University that during the Engagement it shall take all reasonable steps to offer (or cause to be offered) to the University any Business Opportunities as soon as practicable after the same shall have come to its or his knowledge and in any event before the same shall have been offered by the Consultant (or caused by the Consultant to be offered) to any other.

3.9 The Consultant may use a third party 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; and

at the University's request the third party shall be required to enter into direct undertakings with the University, including with regard to confidentiality.

3.10 The Consultant shall:

comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (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 Ethics and Anti-bribery and Anti-corruption Policies in each case as the University may update them from time to time (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 3.10(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 Consultant in connection with the performance of this agreement;

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

ensure that all persons associated with the Consultant or other persons who are performing services in connection with this agreement comply with this clause 3.10.

3.11 Breach of clause 3.10 shall be deemed a material breach of this agreement.

3.12 For the purpose of clause 3.10, 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), section 6(5) and 6(6) of that Act and section 8 of that Act respectively.

## 4. Fees

4.1 (Where the fees are calculated on a time basis) the University shall pay the Consultant a fee (as per the pricing structure outlined in [Schedule 3](#_SCHEDULE_3:_PRICING)) OR of £[AMOUNT] per [hour OR day] [exclusive OR inclusive] of VAT. On the last working day of each month during the Engagement the Consultant shall submit to the University an invoice which gives details as mandated by the University, including (but not limited to) the [hours OR days OR other] the Consultant has worked, the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that month.

4.2 Where the fees are calculated on a non-time basis the University shall pay the Consultant a fee as set out in the Schedule in accordance with any milestone dates where the milestones have been met to the University’s reasonable satisfaction.

4.3 Each invoice shall include such supporting information required by the University to verify the accuracy of the invoice. Invoices to the University must be emailed to <invoices@lancaster.ac.uk> and must quote a valid purchase order number.

4.4 In consideration of the provision of the Services, the University shall pay correctly rendered invoices within 30 days from receipt of a correct invoice. Payment shall be made to the bank account nominated in writing by the Consultant. The Consultant must pay any subcontractors within 30 days of receiving payment from the University.

4.5 The University shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the University at any time.

4.6 Payment in full or in part of the fees claimed under clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of the University against the Consultant in respect of the provision of the Services.

## 5. Expenses

5.1 The University shall reimburse all reasonable expenses properly and necessarily incurred by the Consultant in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment, provided that the University has agreed such expenses in advance.

5.2 If the Consultant is required to travel abroad in the course of the Engagement, the Consultant shall be responsible for any necessary insurances, inoculations and immigration requirements.

## 6. Other activities

6.1 Nothing in this agreement shall prevent the Consultant 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 Consultant’s obligations under this agreement;

the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the University without the prior written consent of the University; and

the Consultant shall give priority to the provision of the Services to the University over any other business activities undertaken by it during the course of the Engagement.

## 7. Information and University property

7.1 The Consultant acknowledges that in the course of the Engagement it have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 7.

7.2 The Consultant 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 third party (and shall use its best endeavours to prevent the publication and 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 Consultant’s unauthorised disclosure.

7.3 The Consultant acknowledges that the University is subject to the requirements of the Freedom Of Information Act 2000, (FOIA), and the Environmental Information Regulations 2004 (EIR) and the Consultant agrees to assist and cooperate with the University (at the Consultant’s expense) as mandated by the University in relation to these laws.

7.4 Any requests for information received by the Consultant relating to the Engagement shall be forwarded to the University immediately.

7.5 At any stage during the Engagement, the Consultant will promptly on request return to the University all and any University Property in its possession.

7.6 The Consultant acknowledges that the University may, acting in accordance with the FOIA, or the EIR be obliged to disclose information:

without consulting with the Consultant; or

following consultation with the Consultant and having taken the Consultant’s views into account.

## 8. Data protection

8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

8.2 Without prejudice to the generality of clause 8.1, the Consultant shall, in relation to any Personal Data processed in connection with the performance by the Consultant of its obligations under this Contract:

process that Personal Data only on the documented written instructions of the University unless the Consultant is required by Law to otherwise process that Personal Data. Where the Consultant is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Consultant shall promptly notify the University of this before performing the processing required by the Laws unless those Laws prohibit the Consultant from so notifying the University

ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the University, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the University has been obtained and the following conditions are fulfilled:

the University or the Consultant has provided appropriate safeguards in relation to the transfer;

the data subject has enforceable rights and effective legal remedies;

the Consultant complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

the Consultant complies with reasonable instructions notified to it in advance by the University with respect to the processing of the Personal Data;

assist the University, at the University's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

notify the University without undue delay on becoming aware of a Personal Data Breach;

at the written direction of the University, delete or return Personal Data and copies thereof to the University on termination of the Contract unless required by Applicable Law to store the Personal Data; and

maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and allow for audits by the University or the University's designated auditor and immediately inform the University if, in the opinion of the Consultant, an instruction infringes the Data Protection Legislation.

8.3 The University does not consent to the Consultant appointing any third party processor of Personal Data under this Contract.

## 9. Intellectual property

9.1 The Consultant warrants to the University that it has obtained or possesses all existing and future Intellectual Property Rights in the Works and of all materials embodying such rights to the fullest extent permissible by law.

9.2 The Consultant hereby assigns to the University all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the University.

9.3 The Consultant undertakes to the University:

to notify to the University in writing full details of all Inventions promptly on their creation;

to keep confidential the 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 its 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.

9.4 The Consultant warrants that:

it 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;

it 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.

9.5 The Consultant agrees to indemnify the University and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the University, or for which the University may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant to the University during the course of providing the Services. The Consultant shall maintain adequate liability insurance coverage and ensure that the University's interest is noted on the policy, and shall supply a copy of the policy to the University on request. The University may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

9.6 The Consultant acknowledges that no further remuneration or compensation other than that provided for in this agreement is or may become due to the Consultant in respect of the performance of its obligations under this clause 9.

9.7 The Consultant undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the University and at any time either during or after the Engagement, as may, in the opinion of the University, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs 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.

9.8 The Consultant irrevocably appoints the University to be its attorney in its name and on its behalf to execute documents, use the Consultant’s name and do all things which are necessary or desirable for the University to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the University, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

## 10. Insurance and liability

10.1 The Consultant shall have liability for and shall indemnify the University for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant engaged by it of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.

10.2 The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the University and that the level of cover and other terms of insurance are acceptable to and agreed by the University.

10.3 The Consultant shall on request supply to the University copies of the Insurance Policies and evidence that the relevant premiums have been paid.

10.4 The Consultant shall notify the insurers of the University's interest and shall cause the interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by the University against the Consultant in respect of which the Consultant would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify the University directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify the University, the Consultant shall use all insurance monies received by it to indemnify the University in respect of any claim and shall make good any deficiency from its own resources.

10.5 The Consultant 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 Consultant 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 Consultant shall notify the University without delay.

## 11. Termination

11.1 Notwithstanding the provisions of clause 2.2, the University may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time:

the Consultant commits any gross misconduct affecting the University;

the Consultant commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the University;

in the event the Consultant is an individual, the Consultant 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

the Consultant is, in the reasonable opinion of the University negligent or incompetent in the performance of the Services;

in the event the Consultant is an individual, the Consultant is declared bankrupt or makes any arrangement with or for the benefit of his creditors ;

the Consultant makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant;

in the event that the Consultant is an individual, the Consultant is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 10 days in any 52-week consecutive period;

the Consultant commits any fraud or dishonesty or acts in any manner which in the opinion of the University brings the Consultant or the University into disrepute or is materially adverse to the interests of the University;

the Consultant breaches the provisions of clause 8

the Consultant commits any breach of the University's policies and procedures; or

the Consultant commits any offence under the Bribery Act 2010

where a contract is declared ‘ineffective’ under the Public Contract Regulations 2015 due to a procedural breach.

11.2 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 Consultant as having brought the agreement to an end. Any delay by the University in exercising its rights to terminate shall not constitute a waiver of these rights.

## 12. Obligations on termination

On the Termination Date the Consultant shall:

immediately deliver to the University all University Property which is in its or his possession or under its or his control;

where directed by the University, irretrievably delete any information relating to the University stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the University. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and

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

## 13. Equality and Diversity

13.1 In this clause “Protected Characteristic”, “discriminate” and “discrimination” shall have the meanings ascribed to them by the Equality Act 2010 (“Act”) and any modifications, re-enactments or judicial interpretation.

13.2 All personnel or organisations employed or engaged by the Consultant for the purpose of performing this Contract must be fully trained, suitably qualified and experienced, and shall fulfil their duties in a professional, ethical manner, consistent with the University’s obligations and commitment to equal opportunities, diversity, harassment prevention, and high standards of behaviour.

13.3 The Consultant shall comply with legislation for the prevention of discrimination and the promotion of diversity and equality. The Consultant shall on request by the University provide information and documentation to the University on its compliance with legislation and its practices and procedures to prevent unlawful discrimination, harassment, and to promote diversity, equality and equal opportunities.

13.4 The Consultant shall not discriminate against or harass any person because of a Protected Characteristic.

13.5 The Consultant shall comply with the provisions of Section 41 of the Act in all dealings with sub-contractors.

13.6 The Consultant shall in performing the Contract comply with the provisions of Section 149 of the Act as if the Consultant were a public authority within the meaning of Schedule 19 to the Act.

13.7 Where in connection with this Contract, the Consultant, its employees, workers, consultants, agents or sub-contractors, or any other person or entity engaged by the Consultant are required to carry out work on the University’s premises or alongside the University’s employees, workers, consultants, agents, sub-contractors or students on any other premises, the Consultant shall and shall procure that its employees, workers, consultants, agents or sub-contractors or any other person or entity engaged by the Consultant shall comply with the Act and the University’s policies and codes of practice relating to discrimination, equality, diversity, harassment prevention, and equal opportunities.

13.8 The Consultant shall undertake equal opportunities monitoring in respect of its own employees, workers, agents, consultants, job applicants and sub-contractors and provide such information on request to the University.

13.9 The Consultant shall provide such information, as the University requires about its policies and practices concerning the prevention of unlawful discrimination and the promotion of equal opportunities, diversity and equality both in terms of employment and customer service. The Consultant shall have regard to the promotion of equality, diversity and equal opportunity and shall consider the promotion of the same as key objectives of the contract.

13.10 The University and Consultant shall continue to monitor the performance and objectives of the Contract throughout its duration and to make any amendments or changes necessary to the Contract, or its performance or objectives in order further to promote equality, diversity, harassment prevention, and equal opportunity.

13.11 The Consultant shall notify the University immediately in writing as soon as it becomes aware of any investigation or proceedings brought against it in relation to equality, diversity or equal opportunity whether under the Act or otherwise.

13.12 Where any investigation is undertaken by a person or body empowered to conduct such an investigation and/or proceedings are instituted following such an investigation against the Consultant or against the University either in connection with any contract awarded to the Consultant or generally, the Consultant shall, without charge:

provide any information requested by or on behalf of the University in the timescale allotted;

attend and permit its employees, workers, agents, consultants and sub-contractors to attend any meetings as required;

allow the University access to and investigation of any information, documents or data deemed to be relevant to the investigation allow itself and any of its employees, workers, agents, consultations and sub-contractors to appear as witnesses in any proceedings; and co-operate fully with the person or body conducting the investigation.

13.13 Where any investigation is conducted, or proceedings are brought which arise directly or indirectly out of any act or omission of the Consultant, its staff, employees, workers, consultants, agents or sub-contractors and where there is a finding against the Consultant in any such investigation or proceedings, the Consultant shall indemnify and keep indemnified and hold harmless the University with respect to all costs, charges and expenses (including legal and administrative expenses on an indemnity basis) incurred by the University during or in connection with any such investigation or proceedings and further indemnify and keep indemnified and hold harmless the University from and against all and any compensation, damages, costs, losses, fines, penalties or other award (including any interest) the University may be ordered or required to pay.

13.14 If a finding of unlawful discrimination, harassment, or breach of equal opportunities legislation (including but not limited to the Act) is made against the Consultant or against the University arising from the conduct of the Consultant or any of its employees, workers, consultants, agents or sub-contractors, the Consultant shall take immediate remedial steps to prevent further recurrences and shall advise the University of the steps taken.

13.15 If the Consultant enters into any sub-contract as authorised in this Contract in connection with this Contract, it shall impose obligations and terms on its sub-contractors which are identical to those imposed on it in this section. The University expects that the Consultant will not sub-contract to any person, organisation, business, service or group which has a poor history of discrimination in employment or service delivery. Any breach of this clause will be considered by the University as a fundamental breach of the contract between the University and the Consultant.

13.16 Without prejudice to its remedies set out above, the University may terminate the Contract if notice has been given to the Consultant of a substantial or persistent breach of this section providing that in the case of a persistent breach the Consultant has been given a reasonable period to rectify the breach and the Consultant has failed to do so.

13.17 The Consultant shall comply with the University’s policies and procedures to prevent unlawful discrimination or harassment because of a Protected Characteristic from time to time.

13.18 The Consultant warrants that its own practices and procedures comply with the Act and that its employees, workers, consultants and/or subcontractors are fully trained on matters relating to the prevention of unlawful discrimination, harassment and the promotion of equality and diversity.

## 14. Modern Slavery

The Consultant warrants that its own practices and procedures comply with the Modern Slavery Act 2015.

The Consultant shall have and maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Modern Slavery Act 2015

Breach of this clause shall entitle the University to terminate the Contract with immediate effect.

## 15. Status

15.1 The relationship of the Consultant to the University will be that of independent contractor and nothing in this agreement shall render it an employee, worker, agent or partner of the University and the Consultant shall not hold itself out as such.

15.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant 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 either the performance of the Services or any payment or benefit received by the Consultant or any of its staff in respect of the Services, where such recovery is not prohibited by law. The Consultant 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;

any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any of its staff against the University arising out of or in connection with the provision of the Services.

15.3 The University may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Consultant.

15.4 The Consultant warrants:

that it is not nor will it prior to the cessation of this agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

the responses to the questions in the Employment Status Questionnaire referred in Schedule 3 are, to the best of The Consultants knowledge and belief, true.

The Consultant accept that the University has entered in to this agreement in reliance on the accuracy of those responses and the Consultant will indemnifies us against all claims against us and losses caused to us, caused or contributed to by any by reason of any breach of clause 15.

## 16. Assignment and Sub-Contracting

16.1 The Consultant shall not assign this agreement in whole or in part or any benefit or interest therein without the prior written consent of the University.

16.2 The University may assign or otherwise transfer this agreement in whole or in part or any benefit or interest therein by notice to the Consultant.

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

16.4 If consent is granted by the University under clause 16.3 then the Consultant shall ensure that all rights, duties and obligations the Consultant has under this agreement shall be included in any Agreement that the Consultant enters into with any sub-contractor.

## 17. Notices

17.1 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 Consultant at its registered office for the time being; or (in the case of the University) to Lancaster University, Bailrigg, Lancaster, LA1 4YW. Any such notice shall be deemed to have been received:

if delivered personally, at the time of delivery;

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

17.2 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.

## 18. 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 Consultant 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 it or arising out of or in connection with any Pre-Contractual Statement shall be for breach of contract. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.

## 19. 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.

## 20. Third party rights

20.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

20.2 The rights of the parties to terminate rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

## 21. Severance

21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

21.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 22. Governing law and jurisdiction

22.1 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 law of England and Wales.

22.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection

22.3 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 this agreement.

# SCHEDULE 2: SPECIFICATION

A DESCRIPTION OF THE SERVICES PROVIDED AND HOW THEY WILL BE PERFORMED

# SCHEDULE 3: PRICING SCHEDULE

Invoices to the University must be emailed to:- accountspayable@lancaster.ac.uk and must quote

the Purchase Order number.

EMPLOYMENT STATUS QUESTIONNAIRE

The Supplier is required to complete an employment status check for tax purposes before set up on the Lancaster University Finance System. Our Procurement team will contact the Supplier to complete the HMRC questionnaire at link below. If the engagement is in scope for the purposes of IR35, the University is obliged to deduct tax and NI from Supplier invoices.

[**https://www.tax.service.gov.uk/check-employment-status-for-tax/setup**](https://www.tax.service.gov.uk/check-employment-status-for-tax/setup)

The Supplier should ensure that the answers provided are true (and continue to be so throughout the term of the contract). If, at any stage in the contract, answers provided are no longer accurate then the Supplier should raise this with the University without delay.