



University of
Bedfordshire

DATED _____ 2021

BETWEEN

UNIVERSITY OF BEDFORDSHIRE HIGHER EDUCATION CORPORATION

and

[_____]

AGREEMENT FOR THE PROVISION OF CONSULTANCY AND PROJECT SERVICES BY THE
UNIVERSITY OF BEDFORDSHIRE

AGREEMENT NO.

University of Bedfordshire Higher Education Corporation,
Park Square
Luton
Bedfordshire
LU1 3JU

The Parties : **The University of Bedfordshire Higher Education Corporation**, an exempt charity under the Charities Act 2011 of England and Wales of Park Square Campus, Luton, Bedfordshire, LU1 3J ("the University")

and

[], a company registered in England and Wales under number [] and having its registered office at [] ("the Recipient").

WHEREAS:-

- (1) The Recipient wishes, in view of the University's relevant skills, knowledge and experience, to engage the University to provide certain services to the Recipient as set out in Schedule 1 of this Agreement.
- (2) The University is willing to provide such Services to the Recipient on, and subject to the terms and conditions of this Agreement.

Commencement

Date _____

Completion

Date _____

This Agreement has been signed for and on behalf of the Parties the day and year first above written

Signed by _____)

Name: _____ *Position:* _____)

for and on behalf of

UNIVERSITY OF BEDFORDSHIRE HIGHER EDUCATION CORPORATION

Signed by _____)

Name: _____ *Position:* _____)

for and on behalf of
the Recipient

**UNIVERSITY OF BEDFORDSHIRE HIGHER EDUCATION CORPORATION
CONSULTANCY & SERVICES**

Standard Terms and Conditions of Agreement

1 GENERAL

This Agreement comprising Clauses 1 to 25 herein below and any Schedule attached constitutes the entire Agreement between the Parties concerning the Services and supersedes all prior agreements, representations, conditions, warranties, quotations, orders, statements, negotiations and undertakings both oral and written. No amendment, variation or modification of any part of this Agreement shall have effect unless in writing and signed by both Parties. If this Agreement is entered into after the Commencement Date, it will apply retrospectively to work carried out in relation to the Services on or after the Commencement Date.

2 DEFINITIONS AND INTERPRETATION

- 2.1 The "Parties" shall mean the University, the Recipient, and their successors and permitted assigns and "Party" means whichever of them is indicated by the context of the reference;
- 2.2 The "Agreement" means the Agreement concluded between the Parties in respect of the Services and in accordance with the University of Bedfordshire's standard terms and conditions of Contract.
- 2.3 The "Services" shall mean the work carried out and goods and services provided by the University, for the Recipient under this Agreement and summarised in Schedule One of this Agreement.
- 2.4 The "Services Documents" shall mean all drawings, reports, specifications, bills of quantities, calculations, test certificates, data, scripts and all other documents prepared or provided by the University in connection with the Services.
- 2.5 "Data Protection" means the Data Protection Act 1998 any subordinate legislation made under that Act from time to time, any guidance issued by the Information Commissioner (as defined in the Act) from time to time and any policies issued by the University from time to time in relation to the processing of data.
- 2.6 "FOI Legislation" means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004, and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner;
- 2.7 "Information" means information recorded in any form held by the Recipient or by the University on behalf of the Recipient;
- 2.8 "Information Request" means a request for any Information under the FOI Legislation;
- 2.9 "Accounting Period" means a period of a month or such other period as may be used at the beginning and end of each financial year by the University for accounting purposes;
- 2.10 "VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature;

- 2.11 "Charges" means the charges payable by the University in consideration of the due performance of the Services as specified in or calculated in accordance with the provisions of clause 8;
- 2.12 "Confidential Information" means all information (including Know-how) in any medium or format (written, oral, visual or electronic, and whether or not marked or described as "confidential"), and any copy of the foregoing (including all reproductions (hard copy or electronic), extracts, summaries or analyses of in any medium or format made by or on behalf of any party), which relates to a Party (the "Disclosing Party") or to its employees, officers, agents, customers or suppliers, and which is directly or indirectly disclosed by the Disclosing Party to the other Party (the "Receiving Party"), before or after the date of this Agreement, and which would reasonably be regarded as confidential. However, the following information is not "Confidential Information" for the purposes of this Agreement:
- a) Information which is in the public domain other than as a result of breach of this Agreement or any separate confidentiality undertaking between the parties;
 - b) Information which the recipient party received, free of any obligation of confidence, from a third party which itself was not under any obligation of confidence in relation to that information;
 - c) Information which was developed or created independently by or on behalf of the recipient party or any member of the recipient party's Group; and
 - d) Information which the Disclosing Party confirms in writing is not required to be treated as Confidential Information.
- 2.13 "Know-how" means industrial, technical and commercial information in any form that is not in the public domain, including (without limitation) information relating to inventions, discoveries, concepts, methodologies, models, experiments, test, and trials; drawings, formulae, test Resulting Intellectual Property, reports, Services reports and testing procedures, instruction and training manuals, tables of operating conditions, market forecasts, lists and particulars of customers and suppliers.
- 2.14 "Intellectual Property" means (i) patents, inventions, designs, copyright and related rights, database rights, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) Know-how and Confidential Information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world.
- 2.14.1 "Background Intellectual Property" means, in relation to a Party:
- a) All Know-how known to the Party at the Commencement Date;
 - b) All Intellectual Property owned or licensed to the Party at the Commencement Date;
 - c) Following the Commencement date, all Know-how and Intellectual Property owned by or licensed to the Party which is not Resulting Intellectual Property.
- 2.14.2 For the avoidance of doubt, the Recipient's Background Intellectual Property, includes (but without limitation):
- a) All Intellectual Property, Know-how and Confidential Information that was conceived or first actually reduced to practice or developed in whole or in substantial part during the course of the research;
- 2.14.3 For the avoidance of doubt, the Recipient's Background Intellectual Property, includes (but without limitation) all Intellectual Property, Know-how and Confidential

information that was owned by or licensed to the University prior to the commencement of the Agreement.

- 2.15 “Resulting Intellectual property” means all Intellectual property that is conceived or first actually reduced to practice or developed in whole or in substantial part in the course of the Services by one of the Parties or their employees, Contractors, or agents acting either on their own or jointly with the other Party or its employees, Contractors or agents.
- 2.16 Unless the context dictates otherwise, in this Agreement the use of the singular shall include the plural or vice versa and any reference to one gender includes reference to the other.
- 2.17 The headings to these terms and conditions are for ease of reference and do not form part of this Agreement.

3 TERM

- 3.1 This Agreement shall begin on the Commencement Date and shall continue until the Completion Date. Subject to Clause 14 (Termination), the parties may, provided mutual written consent is obtained, renew this Agreement on each anniversary thereafter.

4 STANDARD OF SKILL, MATERIALS AND WORKMANSHIP

- 4.1 The University shall exercise reasonable skill, care and diligence in carrying out the Services.

5 DELIVERY AND COMPLETION DATES

- 5.1 The University will commence work under this Agreement by the Commencement Date shown in this Agreement and will complete the work in accordance with the terms and schedules of this Agreement, by the Completion Date.
 - 5.1.1 The Recipient may request the University to undertake work in addition to the work described in Schedule One and the University, in its sole discretion, may agree to undertake such additional work on the same terms as set out in this Agreement save that the charge for carrying out work not described in the Schedule shall be the subject of negotiation.
- 5.2 The University shall obey reasonable lawful directions of the Recipient relating to its performance of the Services.
- 5.3 The University shall keep records of all things done in relation to the provision of the Services and shall provide the Recipient with such reports of its work on the Services at such intervals as the Recipient may from time to time reasonably require.

6 DELAYS

- 6.1 Where any information, drawings, reports data, documents, materials or samples of any kind are required by the University in order to carry out the Services, these will be provided within 28 days of request or as soon as reasonably practicable thereafter.
- 6.2 The Recipient undertakes that where participation by its own staff is necessary in the performance of the Services, such staff shall be available at such times as are agreed by the Parties and shall be properly acquainted by the Recipient with the nature of the Services.
- 6.3 Where the University undertakes Services where it is necessary or desirable to carry out any surveys, tests or other work of any kind whatsoever at the premises of the Recipient, the University shall be given unhindered access at all reasonable times or by prior agreement to the Recipient’s premises.

7 COMPLIANCE WITH LAWS

- 7.1 The University shall ensure that the performance of the Services complies with the requirements of any Act of Parliament, statutory instrument or any regulation, law or bye-law having the force of law and all regulatory requirements relevant to the University's business from time to time in force, which are or may become applicable to the Service.
- 7.2 If either Party is required to enter the other's premises during the performance of its obligations under this Contract, the visiting Party and its employees, agents and sub-contractors whilst present on the premises:
- 7.2.1 Carry the identity pass issued by the host Party at all times;
- 7.2.2 Comply with any requirements and instructions that may be given by an authorised representative of the host Party;
- 7.2.3 Comply with any reasonable request by an authorised representative of the host Party to leave the premises immediately where any member of the visiting Party fails to comply with the host Party's reasonable instructions or regulations.
- 7.3 In the event that any of the visiting Party's employees, agents or sub-contractors fails to comply with any of the obligations of this Clause 7, the visiting Party shall remove such employee, agent or subcontractor and provide suitable replacement personnel.

8 PAYMENT

- 8.1 The Parties agree that the Recipient will pay the charges for the work carried out by the University as set out in Schedule 3, which are exclusive of VAT.
- 8.2 The University shall not be entitled to reimbursement for expenses unless explicitly stated in Schedule 3, in which case the University shall supply appropriate evidence of the expenses incurred (where possible).
- 8.3 Unless otherwise expressly agreed in writing all payments shall be made in Pounds Sterling.
- 8.4 Any payments made by the Recipient hereunder, including the final payment under this Agreement, shall not prevent the Recipient from recovering any amount overpaid or wrongfully paid however such payments may have arisen including but not limited to those paid to the University by mistake of law or of fact.

9 CONFIDENTIAL INFORMATION

- 9.1 In return for the disclosure by each party of Confidential Information and for other consideration given under this Agreement, except as expressly permitted by this Agreement or with the written consent of the Disclosing Party, each party shall, and undertakes that its employees, offices, Contractor and agents shall:
- 9.1.1 Keep all Confidential Information secret;
- 9.1.2 Only use or make copies of the Disclosing Party's Confidential Information in connection with and to the extent necessary for the purposes of this Agreement;
- 9.1.3 Take all reasonable steps necessary to prevent the unauthorised disclosure or use of any of the Disclosing Party's Confidential Information.
- 9.2 A party may disclose any Confidential Information to any regulator, law enforcement agency or other third party if it is required to do so by law, regulation or similar authority. In those circumstances:

- 10.2.1 That party shall (provided that it is practical and lawful to do so) notify the Disclosing Party in writing as soon as practicable before the disclosure; and
- 10.2.2 The parties shall use all reasonable endeavours to consult with each other with a view to agreeing the timing, manner and extent of the disclosure; and
- 10.2.3 The party required to disclose shall in any event use all reasonable endeavours to obtain written confidentiality undertakings in its favour from the third party.

If the party required to disclose is unable to inform the Disclosing Party before Confidential Information is disclosed, it shall (provided that it is lawful to do so) fully inform the other immediately afterwards in writing of the circumstances of the disclosure and the Confidential Information which has been disclosed.

- 9.3 Nothing in this Clause shall (except as expressly agreed otherwise) operate to transfer, or operate as a grant of any licences, to any Intellectual property in the Confidential Information.
- 9.4 The provisions of this Clause shall continue in force for the period of 5 years after termination of this Agreement, but shall cease to apply to information which may enter the public domain otherwise than through the unauthorised disclosure by or fault of the recipient of the Confidential Information or by a person with whom such recipient is connected in any way.

10 PUBLICATION AND OTHER USE

- 10.1 Subject to the provisions of this Clause and Clause 10, the University may, without payment of royalties or other fees:
 - 10.1.1 Use the Resulting Intellectual Property and Recipient's Background Intellectual Property, including all methods, for teaching and educational purposes (an "**Educational Disclosure**");
 - 10.1.2 Publish the methods and Resulting Intellectual Property and Recipient's Background Intellectual Property by whatever means it chooses (a "Publication"), including in presentations at conferences and meetings, in books and journals, and in a thesis by **[insert name of individual]** provided always that any such use of the Resulting Intellectual Property and Recipient's Background Intellectual Property acknowledges the Recipient's sole ownership of such Intellectual Property.
- 10.2 Prior to exercising its rights under Clause 11.1, the University shall first obtain the Recipient's express written consent to make such a Publication or Educational Disclosure by notifying the Recipient of the proposed form and content of the Publication or Educational Disclosure at least one month beforehand.
- 10.3 The Recipient may object to the Publication or Educational Disclosure if it can demonstrate that it contains Confidential Information or Resulting Intellectual Property or Recipient's Background Intellectual Property that would be jeopardised by its disclosure. If the Recipient makes such an objection, the University shall not proceed with the Publication or Educational Disclosure.

11 INTELLECTUAL PROPERTY

- 11.1 This Agreement does not affect the ownership of any Intellectual Property in any Background Intellectual Property or in any other technology, design, work, invention, software, data, techniques, Know-How or materials that are not Resulting Intellectual Property; Background Intellectual property will remain the sole and exclusive property of the party that contributed it

to the Services (or its licensors). No licence to use any Intellectual property is granted or implied by this Agreement except where expressly provided.

- 11.2 Each party grants the other a royalty-free, non-exclusive licence to use its Background Intellectual Property for the purpose of carrying out the Services and for internal academic research, but for no other purpose.
- 11.3 The Recipient is the sole and exclusive owner of the Resulting Intellectual Property and the University shall do all such acts as may reasonably be required (at the Recipient's expense) to ensure that all Resulting Intellectual property is assigned to and vested in the Recipient. The Recipient may take such steps as it may decide from time to time, and at its own expense, to register and maintain any protection for the Resulting Intellectual Property, including filing and prosecuting patent applications for any of the Resulting Intellectual Property. The University will ensure that its employees involved in the creation of the Resulting Intellectual Property give the Recipient such assistance as the Recipient may reasonably request in connection with the registration and protection of the Intellectual Property in the Resulting Intellectual Property, including filing and prosecuting patent applications for any Result, and taking any action in respect of any alleged or actual infringement of that Intellectual Property.
- 11.4 In addition to any rights which may be granted pursuant to Clause 10, the Recipient grants the University a royalty-free, non-exclusive licence to use the Resulting Intellectual Property for the purpose of carrying out the Services and for internal academic research only.
- 11.5 The University may not purport to grant any sub-licence in the Resulting Intellectual Property or the Recipient's Background Intellectual Property.

12 LIMITATION OF LIABILITY

- 12.1 This clause sets out the entire financial liability of each Party to the other Party (including any liability for the acts or omissions of its employees, agents, consultants and sub-consultants under or in connection with this Agreement.
- 12.2 Except as expressly set out in this Agreement, all warranties, conditions, undertakings and other terms implied by statute, common law, custom, trade or usage, course of dealings or otherwise are hereby excluded from this Agreement to the fullest extent permitted by law.
- 12.3 Nothing in this Agreement limits or excludes the liability of either Party to the other Party for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation, or in any other circumstances where liability cannot be limited or excluded by law.
- 12.4 Subject to clauses 12.2, 12.3 and 12.4:
- 12.4.1 The University shall not be liable to the Recipient whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss of profits, loss of business, loss of anticipated savings, depletion of goodwill and/or similar losses, loss of opportunity, or any special, consequential, indirect or pure economic loss, damage, costs, charges or expenses incurred or suffered by the Recipient; and
- 12.4.2 The total aggregate liability of the University to the Recipient whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs, charges or expenses arising under or in connection with this Agreement shall not exceed the aggregate total of the payments made to the Recipient under this Agreement by the University.

- 12.5 If the limitation in clause 12.4.2 is adjudged to be unreasonable by a court of competent jurisdiction, the limit of the University's liability shall be increased to the amount (if higher) that the University can recover from its insurer for the liability in question.
- 12.6 The payments due under this Agreement have been negotiated and agreed on the basis that each Party may limit its liability to the other Party as set out in this Agreement and each Party confirms that it will itself bear or insure against any loss or type of loss in respect of which the other Party has excluded or limited its liability under this Agreement.

13 FORCE MAJEURE

- 13.1 Where either Party is prevented from carrying out the Services for any reason or cause which is beyond its reasonable control, including but not limited to strikes, lockouts, pickets, shortages of suitably skilled labour, transport, acts of any government or official agency, civil or military or otherwise, unlawful acts of third parties, war whether civil or otherwise and whether declared or not, then either Party shall be entitled to terminate the Contract and the provisions of Clause 14 shall apply.

14 TERMINATION

- 14.1 Either Party shall be entitled to terminate this Agreement forthwith by written notice to the other Party if:-
- 14.1.1 An encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other Party; or
 - 14.1.2 The other Party makes any voluntary arrangements with its creditors or becomes subject to an administration order; or
 - 14.1.3 (Being a company) the other Party goes into liquidation (except for the purposes of an amalgamation, reconstruction or other re-organisation and in such manner as the company resulting therefrom effectively agrees to be bound by or to assume the obligations imposed on the other Party and is capable of fulfilling those obligations; or
 - 14.1.4 (Being an individual or firm) the other Party becomes bankrupt; or
 - 14.1.5 The other Party ceases or threatens to cease to carry on business; or
 - 14.1.6 The other Party commits a breach of Clause 25.
- 14.2 Either Party shall be at liberty (without prejudice to any other rights it may have) to terminate the Agreement forthwith in writing for any of the following reasons:
- 14.2.1 If the other Party ("the Defaulting Party") commits a continuing or material breach of any provision of this Agreement which in the case of a breach capable of remedy shall not have been remedied within 20 working days of the receipt by the Defaulting Party of a notice from the Party ("the Party not in Default") identifying its breach and requiring its remedy.
 - 14.2.2 Other substantial breach of the express or implied obligations arising under this Agreement
- 14.3 In the event that this Agreement is terminated in accordance with this Clause:
- 14.3.1 The University shall be entitled to payment for all work carried out to the reasonable satisfaction of the Recipient in direct connection to the Services.

14.3.2 Each Party shall be entitled to the return of all goods information and data which rightfully belongs to that Party under this Agreement.

15 INDEMNITY

15.1 Each party agrees to indemnify the other Party against all claims, demands or proceedings in respect of all injuries to personnel or loss and damage to property as a result of their performance in part or in whole of the Agreement, either within an area under the other Party's control or acting upon information or using materials supplied by the first Party or any person acting on their behalf.

15.2 Without prejudice to its obligations under the Agreement, the University shall:

15.2.1 Hold employers' liability insurance in the sum of not less than £3,000,000 per incident;

15.2.2 Hold insurance in respect of liability for death or bodily injury to any person, or loss of or damage to property or any other loss or damage arising out of the performance or attempted or purported performance or non-performance of the Agreement in a sum not less than £2,000,000 per incident with an insurer and on terms approved by the Recipient; the terms of the insurance shall include an indemnity to principal provision whereby in the event of any claim in respect of which the University would be entitled to receive indemnity under the policy being brought against the Recipient, then the insurer will indemnify the Recipient against such claim and any costs, charges and expenses in respect of such claim; and

15.2.3 Hold professional indemnity insurance in a sum normal and customary for a University but in any event not less than £500,000; this insurance shall be in force for the duration of the Agreement and for no less than six years after expiry or termination of the Agreement.

15.3 The University shall whenever required by the Recipient produce to the Recipient, satisfactory evidence that there is in force the insurance for which the University is responsible under the Agreement. Thereafter the University shall submit evidence at the renewal date(s) of such insurance that the insurance has been renewed. The provision of such evidence shall be a condition precedent to payment of the Charges.

16 ASSIGNMENT

16.1 Neither Party shall assign any of their respective rights or obligations under this Agreement without the written consent of the other, such consent not to be unreasonably withheld or delayed. In the event of such consent being granted the assignor will procure that the provisions contained in this Agreement shall be binding upon the legal successors and assignees.

17 NOTICES

17.1 All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the Recipient set out in this Agreement or such other address as the Recipient may designate by notice given in accordance with the particulars of this clause. Any such notice may be delivered personally, or by first class pre-paid letter. Notice shall be deemed to have been served, in the case of delivery by hand when delivered and in the case of first class post, seven working days after posting.

17.2 Notices must be marked for the attention of the University Solicitor at the University and the Chief Executive of the Recipient.

18 DISPUTES

18.1 If any dispute or difference arises between the Parties with this Agreement then within 30 days of a written request by either Party, the appropriate manager from each of the Parties shall meet in good faith in an effort to resolve the same. If the matter is not settled then the dispute or difference shall be referred to and determined by a single Arbitrator ("the Arbitrator"). The Arbitrator shall be appointed by agreement between the Parties. If the Parties are unable to agree on the choice of an Arbitrator within 28 days after service of a request in writing by either Party to do so, the Arbitrator shall be appointed by reference to an appropriate body. It is agreed that, in the absence of those Clauses that are the subject to this Clause, the Parties will continue to perform the obligations and responsibilities under this Agreement, as far as it is reasonably practicable to do so.

19 WAIVER

19.1 No waiver of any rights arising under this Contract shall be effective unless in writing and signed by the Party against whom the waiver is to be enforced. No forbearance, delay, giving way or waiver by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that Party. Any waiver of its rights by a Party shall not operate as a waiver of any later breach and any failure to exercise any right, power or remedy conferred by this Agreement shall operate as a waiver of such right, power or remedy.

20 PROPER LAW AND JURISDICTION

20.1 This Agreement shall be governed by and construed in accordance with English law.

20.2 In the event of any dispute arising from, or as a result of, the performance, part performance or non-performance of any of the obligations imposed on either or both of the Parties to this Agreement whether arising in tort or in Agreement, the Recipient and the University hereby submit to the exclusive jurisdiction of the English courts.

21 WARRANTY

21.1 Without prejudice to the Recipient's rights (whether under the Agreement or otherwise), if any of the University's work is defective in that the University has significantly failed to conform to the requirements of the Agreement or the work is not in accordance with sound and generally accepted professional standards then the University shall re-perform if reasonably required to do so by the Recipient, any such work which is brought to the University's attention in writing by the Recipient within one year from completion of the Service.

22 DATA PROTECTION

22.1 Each Party shall at all times comply with the Data Protection Legislation and shall not by any act or omission cause the other Party to be in breach of the Data Protection Legislation.

23 FREEDOM OF INFORMATION

23.1 The Recipient acknowledges that the University:

23.1.1 Is subject to the FOI legislation and agrees to assist and co-operate with the University to enable the University to comply with its obligations under the FOI Legislation; and

- 23.1.2 May be obliged under the FOI legislation to disclose information without consulting or obtaining consent from the Recipient.
- 23.2 Without prejudice to the generality of Clause 24.1, the Recipient shall and shall procure that its sub-contractors shall:
- 23.2.1 Transfer to the University Secretary (or such other person as may be notified by the University) each Information Request, relevant to the Contract, the Services or any member of the University, that it receives as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and
- 23.2.2 In relation to Information held by the Recipient on behalf of the University, provide the University with details about and/or copies of all such Information that the University requests and such details and/or copies shall be provided within 5 Business Days of a request from the University (or such other period as the University may reasonably specify), and in such forms as the University may reasonably specify.
- 23.3 The University will be responsible for determining what Information will be disclosed in response to an Information Request in accordance with the FOI legislation. The University shall be responsible for determining whether information is exempt information under the FOI legislation and will consult with the Recipient before making this determination.
- 23.4 The Recipient shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the University.

24 VARIATIONS

- 24.1 At any time during the term of the Agreement, either Recipient may require, or the University may recommend variations to the Agreement. Each Party shall advise the other Party of any agreed variations in writing. If the University accepts the proposed variation, it shall provide written confirmation of its agreement (including variations to the Agreement price) to the Recipient.

25 CORRUPT GIFTS AND PAYMENT OF COMMISSION

- 25.1 The Recipient shall not, and shall ensure that its sub-contractors shall not, pay or receive any commission or fees or grant any rebates to or from any employee, officer, collaborating partner or agent of the University, nor favour any employee, officer or agent of the University with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the University other than as a representative of the University without the University's written approval. The Recipient will comply with all applicable laws, statutes, and codes relating to anti-bribery and anti-corruption including but not limited the Bribery Act 2010. The University shall have the right to audit any and all such records necessary to confirm compliance with this Condition at any time during performance of this Agreement and during the three-year period following completion of performance. Breach of this Condition shall entitle the University to terminate the Agreement and other Agreements between the University and the Recipient forthwith.
- 25.2 The Recipient shall comply with the University's Bribery Policy which is at www.beds.ac.uk/aboutus/qu/foi/policies notice of which the Recipient hereby acknowledge.

SCHEDULE ONE DESCRIPTION OF THE SERVICES

Background *[Brief rationale and objective of the project]*

Methodology

[Who is doing the work?

How much effort will it take?

Where will it take place?

Is travel allowance needed?

What equipment needs to be purchased or used?

what needs to be provided by the other parties in order for the work to take place? Data? Access?

People? Information?]

Outputs *[eg. Interim report, report; article, event, courses...]*

Deadline Dates

Are there meetings to be scheduled?

Dates for each output

**SCHEDULE TWO
SPECIAL CONDITIONS OF THE AGREEMENT**

NONE

**SCHEDULE 3
THE CHARGES (INCLUDING EXPENSES, IF APPROPRIATE)**

The total cost of the project is £ excluding VAT.

All notices shall be made to the destination and named recipient pursuant hereto, as follows:

For the attention of:

the Recipient:

[name]
[address]
[Phone]
[Email]

the University:

[name]
[address]
[Phone]
[Email]

[Innovation Vouchers: The Recipient will fully pay on completion/ delivery of the project]

[The Recipient will pay 50% at the start of the project and 50% on completion or delivery.]

The Recipient will pay the University within 30 days upon reception of the invoice.