

INVITATION TO TENDER (ITT)

Review of research literature and case studies

REF: AdvHE007

Contract Period: March 2021 to July 2021

ITT return/deadline:
17:00 Friday 12th March 2021

1 Timescales

The below table is an outline of the timescales. Advance HE reserve the right to amend these dates if required.

Stage	Date
Invitation to tender Issued	Friday 19 th February 2021
Deadline for receipt of questions relating to the tender	Friday 26 th February 2021
Answers to questions issued	Friday 5 th March 2021
Tender submission deadline	Friday 12 th March 2021 (17:00)
Teams informed of outcomes	w/c 22 nd March
Agreement commencement date	March 2021
Initial advisory group meeting	w/c 29 th March 2021

2 Procedure For Submitting Tenders

All correspondence, including questions and answers, tender responses and any supporting documentation must be submitted via email to **tenders@advance-he.ac.uk**

The Tender reference **AdvHE007** should be quoted in full on all documentation including additional papers.

Via this email you are able to replace submitted documents at any stage prior to the tender return deadline.

Your return must answer all of the evaluation criteria and any other requests for confirmation or supporting documents as detailed in the Specification of Requirements.

It is not acceptable to submit a generic policy in response to any question. If you do submit a generic policy you must indicate the page and paragraph reference to the appropriate content in your response.

The Closing Time / Date for this tender is as per tender timetable **Friday 12th March**. There can be no deviation from this date under any circumstances. Advance HE may at its own absolute discretion extend the closing date and the time in advance for receipt of Tenders specified. Any extension will apply to and be informed to all Bidders.

3 Notice to Bidders

The contents of this ITT and any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of Advance HE and must be treated as confidential.

No Bidder will undertake any publicity activities with any part of the media in relation to this ITT process without prior written agreement of Advance HE, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by Advance HE and its advisers.

Advance HE reserves the right to cancel the tender process at any time. Advance HE is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering.

4 Clarification Process

All communication associated with this Invitation to Tender must be raised via email. If you have any clarifications, notifications of inconsistency or ambiguity regarding this tender, they must be submitted by the deadline as per the Tender timetable. Direct emails will receive a direct response regarding your specific query after 8th March 2021.

All questions, notifications of inconsistency or ambiguity raised by any Bidder will be collated into one document and answers / clarifications will be available on request after 8th March by emailing tenders@advance-he.ac.uk

The questions and answers issued will remain anonymous so as not to identify any organisations that have submitted questions.

5 Making amendments to the ITT

Advance HE reserves the right to issue supplementary documentation at any time during the tendering process prior to the tender deadline to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated. In order to allow Bidders reasonable time to take amendments into account, Advance HE may, at its discretion, extend the deadline for the receipt of tenders.

6 Grounds for Disqualification

Advance HE reserves the right to reject or disqualify a Bidder where:

- The Bidder fails to comply fully with the requirements of this ITT and any associated documentation
- Makes amendments to any text, format or layout within this ITT and any other associated Tender documentation without express written permission from Advance HE
- Fails to identify in the Appendix provided any requirements the Bidder is unable or unwilling to meet
- Is guilty of a misrepresentation in supplying or in relation to any information required in this document or its Tender or the procurement exercise; and/or
- There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder

Any Bidder responsible for the following shall (without prejudice to any other civil remedies available to Advance HE and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified:

- Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party;

- communicates to any party other than Advance HE or, as applicable, relevant other contracting body the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security);
- enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender;
- Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted;
- Offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission.

The Bidder shall not make contact with any other employee, agent or consultant of Advance HE or any relevant other contracting body who are in any way connected with this Tender during the period of this procurement exercise, unless instructed otherwise by Advance HE or acting purely as an incumbent supplier as part of their day to day business operations.

7 Cost of Tendering

Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders. Advance HE is not liable for any costs resulting from this tender process.

8 Award criteria

The Tender is for a fixed sum of £5,000 (Five thousand pounds). Bidders will be evaluated on the following basis:

Evaluation Matrix

Question	Subject	Weight
1 - 1.10	Supplier Details & Sub - Contractors	For info only
2	Financial & Economic Capacity	Pass/Fail
3	Insurance	Pass/Fail
4	Grounds for Mandatory exclusion	Pass/Fail
5	Grounds for Discretionary exclusion	Pass/Fail
6.1	Health & Safety	Pass/Fail
6.2	Equality & Diversity	Pass/Fail
6.3	Quality Assurance	Pass/Fail
6.4	Environmental Management	Pass/Fail
7.1	Technical & Professional Ability – Compliance with specification, including relevancy and appropriateness of proposed research methods	60%
7.2	Technical & Professional Ability – Project management	15%
7.3	Technical & Professional Ability – Team experience and substantive knowledge of existing research and policy	25%

8	References	Pass/Fail
9	Pricing Schedule	For info only
10	Form of Tender	Pass/Fail
Total		100%

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Tender responses to the questions shall be evaluated in accordance with the table below:

Mark	Category	Definition
0	Unacceptable	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
1	Poor	Response is generally poor with little or no relevance. The response addresses few elements of the requirement and contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.
2	Fair	Response is mostly relevant but elements of the response are poor. The response addresses most elements of the requirement but contains limited detail or explanation to demonstrate how some of the requirement will be fulfilled.
3	Acceptable	Response is relevant and acceptable. The response addresses a broad understanding of the requirement but lacks details on how the requirement will be fulfilled in certain areas.
4	Good	Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.
5	Excellent	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.

9 Final Score

The total scores awarded for each question of the Award Questionnaire will be added together to give a total weighted quality score that in turn will give the overall final Tender score.

Specification

Review of research literature

Advance HE invites individuals or teams to conduct reviews of literature and empirical evidence initially in the two following areas:

Aims and scope of the reviews

Part of the mission of Advance HE is to improve learning outcomes by raising the status and quality of teaching in higher education. To help achieve this, we keep our **evidence base up to date to better understand** the practices and policies that have a demonstrable impact on **student outcomes**.

Advance HE is currently commissioning two literature reviews on priority areas. The reviews will focus on high quality research published by Advance HE and others across the UK as well as international literature including **empirical** evidence and developments drawing on research and evaluation and policy documents. The aim of these reviews is to identify and summarise the trends, issues and demonstrable impacts within these areas since 2015/16, paying particular attention to identifying what works (i.e. evidence-informed policy and practice) in each priority area.

The reviews intend to help practitioners, policy makers and researchers to focus more effectively on relevant questions, issues or sources of evidence to inform their own research or practice. Individuals or groups are invited to submit expressions of interest to conduct one or more of the literature reviews as described below.

It is expected that, in addition to the literature review, the successful bidder will engage in a range of dissemination activities during or following the review, in collaboration with Advance HE, including but not limited to a blog(s)/vlog(s), a screencast and/or webinar.

It is also anticipated that Advance HE will facilitate a range of summits following the dissemination of the literature review(s). These summits will be essential activities leading to an update and potential redesign of the Advance HE Framework in the given area. The successful bidder will be invited to be part of this process and be invited to engage with Advance HE through the development of the new Framework.

Review topics

Currently we intend to commission two literature reviews, one for each of the topics listed below:

Access, retention, attainment, and progression:

The review aims to identify recent literature (and case studies) in relation to access, retention, attainment, and progression, aligned with the Advance HE framework in this area. This should highlight evidence-based policy or practice that has had a demonstrable impact on student outcomes, including *impact* on progression, engagement, satisfaction, skill acquisition and/or self-confidence and student degree classification. This intends to show sector developments and/or changes in these areas, bringing together and updating evidence since Advance HE's (then the Higher Education Academy) funded research review on

[Enhancing access retention attainment and progression in higher education](#) (2017) by Oliver WebbLynne Wyness and Debby Cotton. Additional areas that can help shape and inform any further updates to Framework should be highlighted for inclusion/further consideration.

Employability:

The literature review aims to identify specific impact and evidence in relation to embedding employability within Higher Education (HE), predominantly since the most recent Advance HE literature review from 2016. This should highlight evidence-based policy and/or practice that have had a demonstrable impact on student outcomes including student performance, progression, engagement, satisfaction, skill acquisition and/or self-confidence. The inclusion of case studies is also seen as favourable. This approach intends to show sector developments and/or changes, bringing together and summarising the latest available evidence. Areas that align with the Advance HE framework should be identified, similarly additional areas that can help shape and inform any future update to the Framework should be highlighted for inclusion/further consideration.

Approach

Each literature review should focus on high quality research published by Advance HE, seminal literature from both the UK and internationally, with particular acknowledgement of literature beyond Western domains that challenge Eurocentric models.

- The reviews should focus on high quality research published:
 - by Advance HE¹
 - across the UK and
 - seminal international literature.
- This should include **empirical** evidence and developments, drawing on research and evaluation and policy documents. The review methodology, search and inclusion parameters and approach to quality assurance should be clearly defined in any tender submission.
- The review should be conducted by an individual or by a team advised by a small advisory group led by Advance HE.
- Successful tenderers will be expected to attend an initial meeting held virtually in week commencing **29th March**. Further online advisory group meetings will be held as appropriate.

Outcomes of the research

Each review should include the following outputs:

1. A searchable, user-friendly dataset including all literature analysed and sorted into agreed categories;
2. Mapping of the key concepts arising from the literature and showing the relationships between them;

¹ Advance HE will provide the successful tenderer with database summarising Advance HE published work, over the last five years, collected as part of an internal evidence audit.

3. A research report, to contain an executive summary, methodology, identification, selection and analysis of the literature, findings and mapping, conclusions, implications and recommendations, references (a proposed template for the review is included in Appendix A below);
4. Engagement in a range of dissemination activities during or following the review, in collaboration with the Advance HE, such as contributing to a blog/vlog, briefing, screencast and/or webinar.

Proposals

- Proposals must arrive by **17:00 on 12th March 2021** at the following email address tenders@advance-he.ac.uk Proposals sent after this time are automatically disregarded.
- Your proposal should include:
 - a statement of the review area which the tender addresses;
 - a statement of the review objectives, outcomes and key associated issues;
 - an outline of proposed review methodology and proposed search criteria;
 - a statement of the scope of material to be included;
 - an indication of how you will ensure the project is managed, staffed, quality assured, and conducted in an ethical manner;
 - an outline of how you will ensure tangible outcomes, offering clear implications for policy and practice, to inform the work of Advance HE and colleagues across the sector;
 - detail of any possible challenges and limitations, with a clear indication of how these risks will be minimised, including any sub-contracting proposed and how this will be quality assured;
 - an outline timetable for the work;
 - summary CVs and references to previous relevant published work detailing the expertise and experience of the staff involved in the project;
 - applicants need to be in a position to start the proposed work no later than 31 March 2021 and to complete by 31 July 2021;
 - applicants may bid for all or a single part of this tender
 - There is a fixed sum of £5,000 (five thousand pounds) per literature review, inclusive of VAT (if applicable).
 - Each part will be individually assessed on its own merit against the evaluation criteria.

Evaluation of bids

In evaluating the bids, Advance HE will pay particular attention to the following criteria (not listed in order of priority):

- Appropriateness of the proposed methods to be adopted for achieving the review. This should include the overall approach and procedures for ensuring the quality of the work undertaken;
- relevant experience and expertise in relation to the topic area and literature reviewing;
- an understanding of the conceptual issues relating to the review topic;
- an understanding of Advance HE's needs in relation to the literature review and the review topic;

- a clear focus on practical relevance of the research linked to proposed project outputs;
- quality control mechanisms;
- degree of risk attached;
- ability to complete a high quality review within the specified timetable;
- value for money;
- case studies;
- literature beyond Western domains that challenge Eurocentric models.

Interviews may be required if further information or discussion is deemed necessary.

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Further details

1. Queries regarding this research should be emailed to tenders@advance-he.ac.uk The deadline for submitting queries is Friday 26th February. Advance HE will post responses to all queries by 5th March 2021.
2. Any research undertaken on behalf of Advance HE must consider any ethical issues and abide by a relevant ethical framework including, if required, undertaking a full ethical review of the proposed research.
3. Advance HE will collaborate in refining the research design and decision making processes through establishing an advisory group for the project, which will expect to meet with the project team at key project milestones. It is anticipated that all meetings will be conducted via videoconference. This does not preclude suggestions of a further advisory group/reference group as part of your proposal.
4. All contracts will be in accordance with Advance HE standard terms and conditions. Please ensure that you have read and can agree to these terms and conditions before submitting your tender.

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Appendix A

Literature Review Report Template

Your report should include the following:

Executive Summary

Introduction

- Aims and objectives of the review;
- Background to the review topic.

Methodology

- Methodological approach including:
 - Method of selection for inclusion;
 - Method of analysis;
 - Overview of included literature, e.g. numbers, categories;
 - Explanation for excluded literature;
- Reflections on the methodology (e.g. effectiveness, strengths and limitations of the methodology).

Findings

This section will be influenced by methodology used, but might include:

- Mapping of key concepts and relationships embodied in the analysed literature and case studies;
- Assessment of evidence, identifying what works i.e. evidence informed policy and practice that have had a demonstrable impact on student outcomes, aligned to Advance HE frameworks;
- Gaps in the literature.

Conclusions, Implications, Recommendations

- For policy, practice and research.

References

- List of cited material.

Technical Issues

- Suggested word length: 15,000-20,000
- Written in plain English
- Written for an external sector-wide audience
- Accessible to non-specialist audiences.

NOTES FOR COMPLETING THIS QUESTIONNAIRE

- Please complete all white boxes in the Questionnaire below, sections 1 -10 (inclusive) are required for organisations, section 1b, 7 -10 (inclusive) **only** for individual researchers*.
- The questions in this Questionnaire are specific to this Tender exercise and therefore they are **all** applicable.
- If you answer “N/A” or leave any white boxes blank, you will receive the following evaluation^:
 - Pass/Fail question – you will ‘Fail’ and your submission will be rejected at that point;
 - Scoring question – you will receive zero marks for that question.

** If appointed the tender will be awarded subject to satisfactory completion of Advance HE individual screening and employment checks.*

^ for Evaluation Matrix, refer to ‘ITT – Specification’

1	SUPPLIER DETAILS	
1.1	Name of the company	
1.2	Contact name for enquiries about this ITT:	
1.3	Job Title:	
1.4	Company Address: Post Code:	
1.5	Telephone number:	
1.6	E-mail address:	
1.7	Website address of company:	
1.8	Company Registration no.:	
1.9	Is your company an SME as defined by the Companies Act, 2006*? <i>[*i.e. less than 250 employees and a turnover under £12.9m]</i>	Yes/No
1.10	Is your company a Voluntary, Community and Social Enterprise (VCSE) organisation?	Yes/No
1.11	Do you propose to sub-contract or franchise any part of the delivery of the services to be provided?	

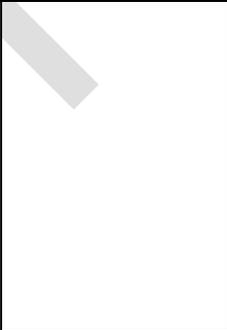
		Yes/No
	<p>If Yes please give details of which part and how it has been managed in similar contracts:</p> <p>If No please give details of your internal management processes : (Word limit of 250 Words)</p>	
1b	Individual Researcher	
1.9	Name	
1.10	Job Title:	
1.11	Address: Post Code:	
1.12	Telephone number:	
1.13	E-mail address:	
1.14	Website (if applicable):	
1.11	Do you propose to sub-contract or franchise any part of the delivery of the services to be provided?	Yes/No
	<p>If Yes please give details:</p> <p>If No please give details of your internal management processes : (Word limit of 250 Words)</p>	
<p>Please move directly to section 7. NB: If appointed the tender will be awarded subject to satisfactory completion of Advance HE individual screening and employment checks.</p>		

2	FINANCIAL AND ECONOMIC CAPACITY	
	<p>Please provide one of the following to demonstrate your economic/financial standing. 'Pass' or 'Fail' on this question is based on your company's financial standing/capacity, which will be determined by Advance HE.</p>	Attached?
	<p>(1) A copy of the most recent audited accounts for your organisation that cover the last two years of trading or for the period that is available if trading for less than two years.</p>	Yes / No

	(2) A statement of the company’s turnover, Profit & Loss and cash flow position for the most recent full year of trading (or part year if full year not applicable) and an end period balance sheet, where this information is not available in an audited form at (1).	Yes / No
	(3) Where (2) cannot be provided, a statement of the company’s cash flow forecast for the current year and a bank letter outlining the current cash and credit facility position.	Yes / No
	(4) If the company is a subsidiary of a group, (1) to (3) are required for both the subsidiary and the ultimate parent.	Yes / No
3	INSURANCE	
3.1	<p>Please confirm whether you have in place the following levels of insurance as required for this contract?</p> <ul style="list-style-type: none"> • Public Liability - £10m • Employer’s Liability - £10m • Professional Indemnity - £5m 	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
3.2	Where the required levels of insurance are not currently in place, do you confirm that, if successful in being appointed to complete work under this contract, the minimum insurances (as detailed above) will be obtained prior to contract award and maintained throughout the contract period?	Yes/No
4	<p>4 GROUNDS FOR MANDATORY EXCLUSION</p> <p>You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).</p> <p>If you have answered “yes” to question 4.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact Advance HE for advice before completing this form.</p>	

<p>4.1 Within the past five years, has your organisation, Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?</p>	
<p>(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;</p>	Yes / No
<p>(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;</p>	Yes / No
<p>(c) the common law offence of bribery;</p>	Yes / No
<p>(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;</p>	Yes / No
<p>(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:</p>	Yes / No
<p>(i) the offence of cheating the Revenue;</p>	Yes / No
<p>(ii) the offence of conspiracy to defraud;</p>	Yes / No
<p>(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;</p>	Yes / No
<p>(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;</p>	Yes / No
<p>(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;</p>	Yes / No
<p>(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;</p>	Yes / No
<p>(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;</p>	Yes / No

(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	Yes / No
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;	Yes / No
(f) any offence listed—	
(i) in section 41 of the Counter Terrorism Act 2008; or	Yes / No
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;	Yes / No
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);	Yes / No
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;	Yes / No
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;	Yes / No
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	Yes / No
(k) an offence under section 59A of the Sexual Offences Act 2003;	Yes / No
(l) an offence under section 71 of the Coroners and Justice Act 2009	Yes / No
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—	Yes / No
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or	Yes / No
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.	Yes / No

<p><u>Non-payment of taxes</u></p> <p>4.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines.</p>	<p>Yes / No</p>
<p>5. GROUNDS FOR DISCRETIONARY EXCLUSION</p> <p>Advance HE may exclude any Supplier who answers 'Yes' in any of the following situations set out in paragraphs (a) to (i).</p> <p>5.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.</p>	
<p>(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;</p>	<p>Yes / No</p>
<p>(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;</p>	<p>Yes / No</p>
<p>(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;</p>	<p>Yes / No</p>
<p>(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;</p>	<p>Yes / No</p>

(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;	Yes / No
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;	Yes / No
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;	Yes / No
(h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or	Yes / No
(i) your organisation has undertaken to	
(aa) unduly influence the decision-making process of the contracting authority, or	Yes / No
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or	Yes / No
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes / No

Taking Account of Suppliers' Past Performance

In accordance with question (g), Advance HE may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). Advance HE may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this Questionnaire. Advance HE may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, Advance HE may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning'

Any Supplier that answers 'Yes' to questions 4.1, 4.2 and 5.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by Advance HE (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by Advance HE to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

6	BUSINESS PRACTICES	
6.1	HEALTH & SAFETY	
1	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. If 'No', please explain why:	Yes / No

2	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question is “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p><i>Advance HE will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to Advance HE’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</i></p>	Yes / No
6.2 EQUALITY & DIVERSITY		
1	Do you have a policy as an employer that sets out your commitment to both comply with Equality and Diversity legislation and to actively promote equality of opportunity?	Yes / No
2	Do members of your staff with managerial responsibilities receive mandatory training on equality and diversity?	Yes / No
3	Do you have a process in place to train staff in how to deal with the general public (or clients) whilst working, especially in situations where their actions and comments could very easily be misinterpreted?	Yes / No
4	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	Yes / No
5	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?	Yes / No
6.3 QUALITY ASSURANCE		
1	Does your company hold a recognised quality management certification - for example, BS/EN/ISO 9000 or equivalent?	Yes / No

2	<p>If not, does your company have an in-house quality management system*? If Yes, please provide the contents page or Index of your Quality Manual.</p> <p><i>* “system” means processes and procedures to ensure that the quality is properly managed. This includes making sure that legal requirements are met.</i></p>	Yes / No
	<p>If you do not have quality certification or a quality management system, please explain why:</p>	
<p>6.4 ENVIRONMENTAL MANAGEMENT</p>		
1	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p><i>Advance HE will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless Advance HE is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</i></p>	Yes / No
	<p>Does your company have a Sustainability or Environmental Management Policy?</p>	Yes / No

7	<p>TECHNICAL and PROFESSIONAL ABILITY</p>	
7.1	<p>Compliance with specification: Please provide details on the following:</p> <ol style="list-style-type: none"> 1. Overview of proposed methodological approach for achieving the review, including search and inclusion parameters (max. 1,500 words); 2. Understanding of the conceptual issues relating to the review topic (max. 1,000 words); 3. Research outputs and dissemination/impact activities (max. 500 words); 4. Overview of challenges and limitations of proposed design (max. 1,000 words). 	
7.2	<p>Project management Please provide details on how the project will be</p>	

	managed, including timelines, milestones, risk assessment, ethical considerations and quality assurance.		
7.3	<p>Team experience: Please provide details of the expertise and experience of the staff involved in delivering the project including summary CVs (max. 1,000 words each) and references to previous relevant published work.</p>		
8	EXPERIENCE & REFERENCES		
	Please provide two references, preferably from HE institutions or other public sector bodies (contracted during the last five years) that are relevant to Advance HE's requirement. Advance HE reserves the right to contact any of the referees at any point in the evaluation process. Advance HE staff cannot be presented as a reference.		
		Reference 1	Reference 2
	Customer Organisation:		
	Customer contact name, position held, phone number and email address:		
	Date contract awarded:		
	Date contract completed/ends:		
	Brief description of contract (max. 100 words):		
	Value (<i>if confidential, a range of values or 'approx'. is acceptable, but note that if no figures are provided the score will be reduced accordingly</i>):		

9. PRICING SCHEDULE

Please note: the fixed sum of £5,000 (five thousand pounds) is inclusive of VAT (where applicable).

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<p>10</p>	<p>FORM OR TENDER</p> <p>DECLARATION – I/We declare that to the best of my/our knowledge the answers submitted in this ITT are correct. I/We understand that this ITT submission may be rejected if there is a failure to answer all relevant questions fully or satisfactorily, or if I/We provide false/misleading information;</p> <p>TERMS & CONDITIONS – I/We have read the Standard Terms & Conditions* and agree to those terms without any amendments, alterations or deletions.</p> <p>ANTI-COLLUSION STATEMENT - I/We agree and/or certify that this offer is made in good faith and that I/we have not fixed or adjusted the amount of the offer by or under or in accordance with any agreement or arrangement with any other person;</p> <p>CONFLICT OF INTEREST - I/We confirm that there is no conflict of interest^ between our company and Advance HE</p> <p><i>*All goods/services supplied under this contract will be supplied under the Standard Terms and Conditions. A copy of the Terms and Conditions are included in this tender. No variations to the standard Terms and conditions will be considered. Tenderers must note that any submissions tabling proposed amendments may be rejected without further consideration</i></p> <p><i>^Where there is any indication that a conflict of interest exists or may arise, then it shall be the responsibility of the Tenderer to inform Advance HE, detailing the conflict in writing as an attachment to this tender. Advance HE will be the final arbiter in cases of potential conflicts of interest. Failure to notify Advance HE of any potential conflict of interest will invalidate any verbal or written agreement.</i></p> <p><u>A Conflict of interest is where a person who is involved in the procurement has or may be perceived to have a personal interest in ensuring that a particular supplier is successful. Actual and potential conflicts of interest must be declared by a person involved in a tender process.</u></p>	
	<p>FORM COMPLETED BY</p>	
	<p>Name:</p>	
	<p>Position (Job Title):</p>	
	<p>Date:</p>	
	<p>Telephone number:</p>	
	<p>Email address:</p>	

Appendix B

Research Contract Template

This template provides the terms and conditions you agree to on the application form.

SUBJECT TO WRITTEN CONTRACT

RESEARCH CONTRACT

“Advance HE”:	ADVANCE HE , a company limited by guarantee incorporated in England and Wales under company number 4931031, and registered as a charity in England under charity number 1101607 and in Scotland under charity number SC043946, with its registered office at Innovation Way, York Science Park, York YO10 5BR
“Research Organisation”:	[insert the registered NAME, address and company number of the Research Organisation]

This Contract is subject to the terms set out in the Schedules listed below which both Advance HE and the Research Organisation undertake to observe in the performance of this Contract. The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract.

The Research Organisation has agreed to undertake a research project for Advance HE, and Advance HE shall receive and pay for, the research described in Schedule 2 on the terms of this Contract.

Schedules

Schedule 1	Special Terms
Schedule 2	Research
Schedule 3	Charges
Schedule 4	Standard Terms

Schedule 1 In the event of any conflict between the terms set out in the various Schedules, the Schedules shall prevail in the order in which they appear in the Contract. For the purposes of the provision of the Research, the terms of this Contract shall prevail over any other terms and conditions issued by either party (whether on a purchase order or otherwise).

Schedule 2 Any term defined in a Schedule shall have the meaning given in that Schedule when used throughout this Contract (unless the context requires otherwise).

This Contract shall only become binding on Advance HE upon its signature by an authorised signatory of Advance HE subsequent to signature by or on behalf of the Research Organisation.

IN WITNESS whereof the parties or their duly authorised representatives have entered into this Contract on the date of signature below (or if different, the later of the dates of signature below).

Signed by the duly authorised representative of ADVANCE HE

Name:	Signature:
Position:	Date:

Signed by [insert name of Research Organisation]

Name:	Signature:
Position:	Date:

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Schedule 1

Special Terms

1 Commencement Date and Term

- 1.1 This Contract shall be effective from **[insert date]** (the “**Commencement Date**”) and, unless terminated earlier in accordance with its terms, shall continue in full force and effect until **[insert date]** (the “**Initial Term**”) or if Advance HE elects to extend this contract beyond the Initial Term, at the end of the final Renewal Period (as defined in clause 1.2 below).
- 1.2 Advance HE may extend this Contract for further consecutive periods of 12 months (each a “**Renewal Period**”) by giving the Research Organisation at least 30 days’ written notice before the end of the Initial Term or the then current Renewal Period.
- 1.3 Notwithstanding anything to the contrary elsewhere in this Contract, Advance HE shall be entitled to terminate this Contract by serving not less than **[insert number of days]** days’ written notice on the Research Organisation.
- 1.4 If Advance HE terminates this Contract under clause 1.3 above, Advance HE shall reimburse the Research Organisation for all reasonable costs which the Research Organisation can demonstrate to Advance HE’s satisfaction (acting reasonably) are necessarily and properly incurred by the Research Organisation in relation to the orderly cessation of the Research, including any commitments, liabilities or expenditure which are reasonably incurred, and would represent an unavoidable loss by the Research Organisation by reason of the termination of this Contract. For the avoidance of doubt:
- 1.4.1 Advance HE shall not indemnify the Research Organisation against, or otherwise be liable to the Research Organisation for, loss of profit or any indirect or consequential loss arising out of such termination; and
- 1.4.2 Advance HE shall not in any case be liable to pay any sum under this clause 1.4 which, when taken together with any sums paid or due or becoming due to the Research Organisation under this Contract, exceed the total Charges paid or payable under this Contract.

2 Specified Timetable

- 2.1 The Research Organisation shall undertake the Research and provide any Deliverables in accordance with the following timetable **[and time for provision of the Research and provision of the Deliverables shall be of the essence]**:

Date(s)	Research / Deliverables to be provided
[[insert the applicable date(s) on which, or the period within which, the relevant element of the Research must be performed]]	[[insert details of the elements of the Research to be provided and/or any Deliverables to be delivered]]
[[insert the applicable date(s) on which, or the period within which, the relevant element of the Research must be performed]]	[[insert details of the elements of the Research to be provided and/or any Deliverables to be delivered]]
[[insert the applicable date(s) on which, or the period within which, the relevant element of the Research must be performed]]	[[insert details of the elements of the Research to be provided and/or any Deliverables to be delivered]]

- 2.2 Notwithstanding any other provision of this Contract, if the Research Organisation has failed to undertake the Research and/or provide any Deliverables in accordance with the timetable specified in this clause 2 (“**Research Organisation Non-Performance**”), and can demonstrate that the Research Organisation Non-Performance would not have occurred but for Advance HE Causation (as defined in clause 2.6 below), then, provided that the Research Organisation fulfils its obligations under clause 2.3 and 2.4:
- 2.2.1 the Research Organisation shall not be treated as being in breach of this Contract;
 - 2.2.2 Advance HE shall not be entitled to exercise any rights that may arise as a result of that Research Organisation Non-Performance to terminate this Contract; and
 - 2.2.3 the relevant delivery date(s) shall be postponed by a period equal to the period of delay resulting directly from Advance HE Causation;

Schedule 3 in each case, to the extent that the Research Organisation can demonstrate that the Research Organisation Non-Performance was due to Advance HE Causation.

- 2.3 In order to claim any of the rights and/or relief referred to in clause 2.2, the Research Organisation shall as soon as reasonably practicable (and in any event within 10 Working Days) after becoming aware that Advance HE Causation has caused, or is reasonably likely to cause, a Research Organisation Non-Performance, give Advance HE notice setting out comprehensive details (and, in any event, as much detail as Advance HE shall reasonably request) of:

- 2.3.1 the Research Organisation Non-Performance;
 - 2.3.2 Advance HE Causation and its effect, or likely effect, on the Research Organisation's ability to meet its obligations under this Contract;
 - 2.3.3 any steps which Advance HE can take to eliminate or mitigate the consequences and impact of such Advance HE Causation; and
 - 2.3.4 the relief claimed by the Research Organisation.
- 2.4 The Research Organisation shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of Advance HE Causation, including the duration and consequences of any delay or anticipated delay in delivering the Research.
- 2.5 Any change that is required to the timetable specified in this clause 2 shall be implemented in accordance with clause 8 of Schedule 4 (Standard Terms).
- 2.6 For the purposes of this Contract, "**Advance HE Causation**" means any material breach by Advance HE of the terms of this Contract and/or any material failure by Advance HE to satisfy any of Advance HE's implementation or operational dependencies specified in this Contract, except to the extent such breach and/or failure is:
- 2.6.1 the result of any act or omission by Advance HE to which the Research Organisation has given its prior consent; or
 - 2.6.2 caused by the Research Organisation or any of the Research Team.

3 Researcher(s)

Schedule 4 3.1 [Not applicable]

Schedule 5OR

- 3.1 [The Research Organisation shall ensure that the following key personnel devote such proportion of their time and effort to the Research as is required to undertake the Research in accordance with the Contract: [insert names] (the "**Researcher(s)**").
- 3.2 The Research Organisation shall not replace such Researcher(s) without Advance HE's prior written consent (which shall not be unreasonably withheld or delayed).
- 3.3 If any of the Researcher(s) are not able to provide the Research for any reason, the Research Organisation shall:
 - 3.3.1 advise Advance HE of that fact as soon as reasonably practicable; and
 - 3.3.2 if practicable, offer to provide the Research through an alternative individual, in which case Advance HE shall have a right of approval over the proposed replacement (such approval not to be unreasonably withheld or delayed).

3.4 Advance HE acknowledges that the Research Organisation will have to replace any Researcher(s) who cease to be employed by the Research Organisation, in which case Advance HE shall have a right of approval over the proposed replacement(s) (such approval not to be unreasonably withheld or delayed.)

4 Locations

Schedule 64.1 [Not applicable]

Schedule 7OR

4.1 [The Research Organisation shall undertake the Research at [insert relevant location(s)] and any such other locations as may be agreed between the parties in writing.]

Schedule 8AND / OR

4.2 [The Research Organisation shall be entitled to use such parts of Advance HE's premises (where applicable) on a non-exclusive basis as Advance HE may from time to time designate as are necessary for the performance of the Research provided that use of such premises is strictly in accordance with Advance HE's reasonable instructions and is to be solely for the purposes of providing the Research.]

5 Advance HE Equipment

Schedule 95.1 [Not applicable]

Schedule 10OR

5.1 [Advance HE will provide the Research Organisation with the following equipment, materials and/or resources to be used by the Research Organisation for the purpose of undertaking the Research (the "Advance HE Equipment"):

Schedule 11

(1) [insert description of Advance HE-owned equipment/material/resource to be used by the Research Organisation]
--

(2) [insert description of Advance HE-owned equipment/material/resource to be used by the Research Organisation]
--

(3) [insert description of Advance HE-owned equipment/material/resource to be used by the Research Organisation]
--

(4) [insert description of Advance HE-owned equipment/material/resource to be used by the Research Organisation]
--

5.2 The Advance HE Equipment shall remain the property of Advance HE and shall be used by the Research Organisation in the performance of the Research and for no other purposes.

- 5.3 The Research Organisation shall maintain all of the Advance HE Equipment in good and serviceable condition (fair wear and tear excepted) and shall only use the Advance HE Equipment in accordance with the relevant manufacturer's recommendations.
- 5.4 The Research Organisation shall not in any circumstances have any right to refuse to return to Advance HE any of the Advance HE Equipment and shall take steps necessary to ensure that the title of Advance HE and Advance HE's right to repossess the Advance HE Equipment are effectively brought to the attention of any third party dealing with any of the Advance HE Equipment.]

6 Insurance

- 6.1 The Research Organisation shall take out and maintain during the Term with a reputable insurance company the following cover types on terms no less favourable than those generally available to a prudent researcher in respect of risks insured in the international insurance market from time to time with the following indemnity limits:

Insurance Cover	Indemnity Limit
[Employer's liability]	£[10,000,000] per claim
[Public liability]	£[5,000,000] per claim
[Professional indemnity]	£[10,000,000] per claim

or such other insurance cover types and indemnity limits as may be agreed between the parties in writing from time to time.

7 Reports

- 7.1 The Research Organisation shall produce and present to Advance HE progress reports [including details of: [insert content to be included in progress reports]] on the following dates:

Progress report number 1:	[insert date]
Progress report number 2:	[insert date]
Progress report number 3:	[insert date]

- 7.2 On or before [insert date] the Research Organisation shall produce and present to Advance HE a final report on the results of the Research including:

7.2.1 [insert content to be included in the final report]; and

7.2.2 all of the parameters presented and analysed as part of the Research.

- 7.3 The Research Organisation shall ensure that each report provided to Advance HE as part of the Research shall be clear, concise and written to a high standard of English and set out clear, unambiguous and reasoned conclusions.
- 7.4 The Research Organisation shall use its best endeavours to verify the accuracy of all data provided to Advance HE in the reports referred to in this clause 7 (and any other data provided in connection with the Research) prior to submitting such data to Advance HE.

8 Presentations

8.1 [Not applicable]

OR

8.1 The Research Organisation shall present the results of the Research, including the final report referred to in clause 7.2 above:

8.1.1 [insert locations where the results will be presented and who to, *eg. In London to Advance HE (and any guests invited by Advance HE), and/or through a series of open webinars about the results obtained from the generic report*].

Schedule 12AND / OR

8.2 [The parties shall collaborate and co-operate to agree and deliver joint presentations on the findings of the Research, including the final report referred to in clause 7.2 above, at appropriate conferences (including [insert name of conference]).]

9 Publications

9.1 [Advance HE shall be entitled to (but gives no guarantee that it shall) publish the results of the Research (including the final report referred to in clause 7.2 above) in its own name and to refer to and promote the Research at conferences.]

9.2 [The Research Organisation shall not publish the results of the Research, or the final report referred to in clause 7.2 above, in its own name or refer to and promote the Research at conferences, without the prior written consent of Advance HE.]

OR

9.3 [[After Advance HE has published the results of the Research, t][T]he Research Organisation shall be entitled to publish the results of the Research, and to refer to and promote the Research at conferences, provided that it has first consulted with Advance HE and complied with all reasonable instructions given by Advance HE regarding the branding and design of the written materials prepared by the Research Organisation for such publication or promotion.]]

10 Intellectual Property Rights

Schedule 13 10.1 [The provisions of Schedule 4 (Standard Terms) apply in respect of Intellectual Property Rights in the Deliverables and/or otherwise arising out of the Research.]

Schedule 14 OR

10.1 [Notwithstanding clause 9.2 in Schedule 4 (Standard Terms), Advance HE acknowledges and agrees that the Intellectual Property Rights in the following elements of the Deliverables and/or the Research shall not be assigned to Advance HE under this Contract:

10.1.1 [insert details of any intellectual property rights that will not be assigned to Advance HE, eg the Research Organisation's trade mark]]

(the "Retained IPR").

10.2 The Research Organisation hereby grants to Advance HE a perpetual, irrevocable, non-exclusive licence to use (which shall include the right to copy, amend, adapt, modify, publish and distribute) the Retained IPR for:

10.2.1 Advance HE's internal business purposes; and

10.2.2 the purposes of receiving and using the Research in accordance with this Contract; [and]

10.2.3 [insert any other purpose for which Advance HE will be entitled to use the intellectual property rights retained by the Research Organisation but included in the Deliverables].

10.3 The licence granted under clause 10.2 above shall survive the expiry or termination of this Contract.]

10.4 [Advance HE hereby grants to the Research Organisation a perpetual, irrevocable, non-exclusive licence to reproduce (without amendment or adaptation, unless otherwise agreed by Advance HE in writing) the Intellectual Property Rights assigned to Advance HE under clause 9.2 in Schedule 4 (Standard Terms) for:

10.4.1 the purposes of carrying out the Research in accordance with this Contract; and

10.4.2 the Research Organisation's academic, teaching and research purposes only.]

10.5 [The licence granted under clause 10.4 above shall survive the expiry or termination of this Contract.]

OR

10.5 [The licence granted under clause 10.4 above shall continue in effect until [insert date].]

OR

10.5 [The licence granted under clause 10.4 above shall terminate upon the expiry or termination of this Contract.]]

11 **Ethical standards**

11.1 [Not applicable]

OR

11.1 The Research Organisation shall ensure that the Research is undertaken in line with the following ethical standards:

11.1.1 [insert details of relevant ethical standards, eg *the Ethical Guidelines for Good Research Practice published by the Association of Social Anthropologists of the UK and Commonwealth.*]

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Schedule 2

Schedule 1 Research

[Insert here a full description of the Research that the Research Organisation is expected to undertake. This may include text from terms of reference issued by Advance HE, a project outline or a proposal and key objectives for the Research. If data collection and analysis methods have been agreed for the Research, insert them here] |

Key objectives

The key objectives for the Research are to:

- (a) [insert the key objectives for the research];
- (b) [insert the key objectives for the research]. |

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Schedule 3

Schedule 2 Charges

Schedule 15 In consideration for the Research and any Deliverables, the Research Organisation shall be entitled to issue invoices in accordance with the requirements of clause 6.2 of Schedule 4 (Standard Terms) for the following sums payable by Advance HE (the “Charges”) in the following amounts and on the following dates:

Sum due (ex VAT)	Sum due (inc VAT)	Date due	
£[insert amount]]	£[insert amount]]	[insert date or relevant milestone]]	
£[insert amount]]	£[insert amount]]	[insert date or relevant milestone]]	
Schedule 16 Total Amount ex. VAT	Schedule 17 £[insert amount]	Schedule 18 Total amount inc. VAT	Schedule 19 £[insert amount]
Schedule 20 VAT Registration No.	Schedule 21 [insert number or n/a if applicable]		
Schedule 22 Project Code	Schedule 23 []]		
Schedule 24 Expense Code	Schedule 25 []]		
Schedule 26 Contract Ref.	Schedule 27 CON [X]		

The Charges set out above are an all-inclusive fee except for those additional expenses specifically approved by Advance HE in writing before they are incurred, and covers all travel and expenses and all preparation, report writing and all other work which is carried out under this Contract. It is expected that the Research Organisation will meet all costs and expenses necessary to provide the Research under this Contract, including, but not restricted to: the costs of salaries, bonuses, superannuation medical and travel insurance, insurance for personal possessions or of any fees payable to personnel employed, or engaged by the Research Organisation.

The Research Organisation shall pay all bank charges applicable to payments made by Advance HE under this Contract (and shall reimburse Advance HE, upon Advance HE’s request, for the sum of any such bank charges incurred by Advance HE).

Subject to clause 8 of Schedule 4 (Standard Terms), the Charges are fixed for the duration of the Contract.

Schedule 3 Standard Terms**1 Definitions and interpretation**

- 1.1 In this Contract, unless the context otherwise requires the following words and phrases shall have the following meanings:
- 1.1.1 “**Advance HE Data**” means the (i) Personal Data (as defined in clause 13.1) and (ii) the data, text, diagrams, images or sounds (together with any database made up of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
- (a) supplied to the Research Organisation by or on behalf of Advance HE; and/or
 - (b) which the Research Organisation is required to generate, process, store or transmit pursuant to this Contract;
- 1.1.2 “**Advance HE Materials**” means any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, materials and content, including any improvements in the same, belonging to or used, or disclosed to the Research Organisation in connection with the Project;
- 1.1.3 “**Advance HE Requirements**” means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents of Advance HE notified to the Research Organisation in writing;
- 1.1.4 “**Confidential Information**” means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, Research, products marketing, developments, trade secrets, Intellectual Property Rights, know-how, personnel, and customers of Advance HE or the Research Organisation (as the case may be) and all personal data and sensitive personal data within the meaning of the Data Protection Legislation, which is in each case provided or obtained by one party, to or for the other party;
- 1.1.5 “**Control**” means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and “**Controlled**” shall be construed accordingly);
- 1.1.6 “**Data Protection Legislation**” shall mean the DPA, the GDPR, and any other laws relating to the protection of personal data and the privacy of individuals;
- 1.1.7 “**Deliverables**” means the documents, products, data, information, devices, processes, hardware, software or other material to be provided by the Research Organisation to Advance HE as part of the Research;
- 1.1.8 “**DPA**” means the UK Data Protection Act 2018;

- 1.1.9 **“Equality Legislation”** means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, the Research Organisation provides the Research;
- 1.1.10 **“GDPR”** means the General Data Protection Regulation (EU) 2016/679 (as amended, updated, or replaced in the UK);
- 1.1.11 **“Good Industry Practice”** means the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at the time of relevant performance from a leading and expert Research Organisation of services similar to the Research to a customer like Advance HE such Research Organisation seeking to comply with its contractual obligations in full and complying with all applicable laws;
- 1.1.12 **“Intellectual Property Rights”** means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature 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 subsist or will subsist now or in the future in any part of the world;
- 1.1.13 **“Malicious Software”** means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully or without knowledge of its existence;
- 1.1.14 **“Personnel Vetting Procedures”** means:
- (a) obtaining satisfactory employment references in respect of the relevant individual, covering the individual’s employment for the two year period up to the date of reference;
 - (b) ensuring the individual has passed suitable checks to confirm that he or she is fit for work; and
 - (c) ensuring the individual is lawfully entitled to work in the United Kingdom and that the Research Organisation has seen original documentation confirming such entitlement;
- 1.1.15 **“Relevant Conviction”** means any previous or pending prosecution, conviction, caution or binding-over order (excluding any spent conviction as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order), other than any minor road traffic offence, that is relevant to the nature of the Research;

- 1.1.16 “**Relevant Person**” means any individual employed or engaged by the Research Organisation and involved in the provision of the Research, or any agent or contractor or sub-contractor of the Research Organisation who is involved in the provision of the Research and includes the Researcher(s) (if any);
- 1.1.17 “**Research**” means the research and related services to be provided by the Research Organisation under this Contract as set out in Schedule 1 (Special Terms) and/or Schedule 2 (Research);
- 1.1.18 “**Research Team**” means all employees, consultants, agents and sub-contractors which the Research Organisation engages in any way in relation to the supply of the Research;
- 1.1.19 “**Term**” means Initial Term together with any subsequent Renewal Periods; and
- 1.1.20 “**Working Day**” means a day (other than a Saturday or Sunday) on which banks are generally open for business in London.

1.2 In this Contract, unless otherwise indicated:

- 1.2.1 a reference to a Schedule is a reference to a Schedule to this Contract; and
- 1.2.2 a reference in a Schedule to a clause is a reference to a clause in that Schedule.

1.3 Where the words “**include(s)**” or “**including**”, or words of a similar nature, are used in this Contract, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them.

1.4 Unless otherwise stated, a reference in this Contract to a statute or statutory provision is a reference to the relevant UK statute or statutory provision as it is in force during the Term, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation made under such statute or statutory provision and in force during the Term.

2 Research Organisation’s responsibilities

- 2.1 The Research Organisation shall provide the Research, and deliver the Deliverables to Advance HE:
- 2.1.1 with reasonable skill, care and ability in accordance with the terms of this Contract (and, in particular, Schedule 1 (Special Terms) and Schedule 2 (Research)); and
- 2.1.2 in accordance with Good Industry Practice,

and the Research Organisation shall allocate sufficient resources to the Research to enable it to comply with this obligation.

2.2 The Research Organisation shall comply with, and complete and return any forms or reports from time to time required by, the Advance HE Requirements.

- 2.3 The Research Organisation shall:
- 2.3.1 observe, and ensure that, where applicable, the Research Team observes, any applicable security policy or health and safety policy notified to the Research Organisation and any reasonable verbal or written instructions or policies issued to the Research Organisation at any time and shall comply with the legal requirements of any country in which the Research are being provided and, if the Research Organisation fails to do so, Advance HE reserves the right to refuse the Research Team access to Advance HE's premises and/or to suspend the provision of the Research until such time as the Research Organisation (and, where applicable, the Research Team) is compliant with such policies, instructions or requirements and Advance HE shall not be required to pay the Charges in respect of the period of such suspension; and
 - 2.3.2 before the date on which the Research are to start, obtain and at all times maintain and comply with all licences and consents required to enable the Research Organisation to provide the Research in accordance with this Contract.
- 2.4 The Research Organisation shall not at any time during the Term do or say anything which damages or which could reasonably be expected to damage the interests or reputation of Advance HE or its officers, employees, agents, contractors, funders or owners.
- 2.5 If the Research Organisation is unable to perform the Research due to the illness or injury of any of the Research Team, the Research Organisation shall advise Advance HE of the fact as soon as reasonably practice and shall provide such evidence of such Research Team member's illness or injury as Advance HE may reasonably require. For the avoidance of doubt, no Charges shall be payable to the Research Organisation in respect of any period during which the Research is not performed.
- 2.6 The Research Organisation shall use all reasonable endeavours to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of Advance HE, its employees or any other contractor engaged by Advance HE.
- 2.7 The Research Organisation shall use all reasonable endeavours to ensure that it is available at all times on reasonable notice to provide such assistance or information as Advance HE may require.
- 2.8 The Research Organisation acknowledges that it:
- 2.8.1 has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of Advance HE and has entered into this Contract in reliance on its own due diligence alone; and
 - 2.8.2 has received sufficient information required by it in order to determine whether it is able to provide the Research in accordance with the terms of this Contract.
- 2.9 Nothing in clause 2.8 shall operate to exclude fraud or fraudulent misrepresentation.
- 2.10 If, as part of the Research, the Research Organisation procures any goods or services from third parties on behalf of Advance HE, then the Research Organisation shall do so in accordance with the Public

Contracts Regulations 2015 to the extent those Regulations would be applicable if the Research Organisation was a “contracting authority” as defined in those Regulations.

3 **Quality and performance**

- 3.1 The Research Organisation shall comply with any quality assurance procedure and provide any feedback or other form of reporting in connection with the Research that is reasonably requested by Advance HE from time to time.
- 3.2 The Research Organisation shall meet with representatives of Advance HE upon request to discuss matters relating to the Research and to review the quality of the Research and Deliverables provided.
- 3.3 Advance HE reserves the right to reject or require re-performance (at no additional cost to Advance HE) of any Research which are defective or which are otherwise not in accordance with the requirements of this Contract.
- 3.4 If at any time within 12 months following the date of provision of any aspect of the Research, any such Research (or any part thereof) is found to be defective or otherwise not in accordance with the requirements of this Contract, the Research Organisation shall promptly on request and without charge, remedy the deficiency by re-performing the relevant Research.

4 **Research Team**

- 4.1 The Research Organisation hereby warrants that all personnel employed or engaged by, or on behalf of, the Research Organisation in the provision of the Research at the Commencement Date were vetted and recruited on a basis that is equivalent to and no less strict than the Personnel Vetting Procedures and throughout the Term the Research Organisation shall comply with the Personnel Vetting Procedures in respect of all personnel employed or engaged in the provision of the Research.
- 4.2 The Research Organisation shall ensure that no person who discloses that he has a Relevant Conviction, or who is found by the Research Organisation to have any Relevant Convictions (whether as a result of a police check or through the Disclosure and Barring Service procedures or otherwise), is employed or engaged in the provision of any part of the Research without Advance HE 's prior and express written consent.
- 4.3 If requested by Advance HE, the Research Organisation shall provide documentary evidence of their (and/or the Research Team members') eligibility to work in the UK. Advance HE shall not be held responsible for securing work permits for potential members of the Research Team who come from overseas.
- 4.4 Without relieving the Research Organisation of its duty to deliver the Research, Advance HE reserves the right to refuse any employee, consultant, agent or subcontractor of the Research Organisation access to Advance HE's premises where, in Advance HE's absolute discretion, such person's behaviour is unacceptable or they have not satisfied or been subject to the relevant checks referred to in this clause 4.

4.5 If required by Advance HE, the Research Organisation shall replace any person that has not satisfied the requirements set out in this clause 4 with another suitably qualified person and ensure that the provision of the Research continues without interruption in accordance with the terms of this Contract.

5 Status

5.1 The relationship of the Research Organisation to Advance HE will be that of independent contractor and nothing in this Contract shall render the Research Organisation or any of the Research Team an employee, worker, agent or partner of Advance HE and the Research Organisation shall not hold itself out as such.

5.2 The Research Organisation shall be fully responsible for and shall indemnify Advance HE for and in respect of any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Research Organisation (or, where applicable, any member of the Research Team) against Advance HE arising out of or in connection with the provision of the Research, except where such claim is as a result of any act or omission of Advance HE.

5.3 Advance HE may at its option satisfy the indemnity set out in clause 5.2 above (in whole or in part) by way of deduction from any outstanding Charges or other payments due to the Research Organisation.

5.4 Where applicable (and subject to anything to the contrary in Schedule 1 (Special Terms)), the Research Organisation:

5.4.1 acknowledges and agrees that it is intended that all employees of the Research Organisation (if any) shall remain employees of the Research Organisation and that termination of this Contract (or any part of it) shall not operate to transfer the contracts of employment of any employees to Advance HE or any third party; and

5.4.2 shall use all reasonable endeavours to ensure that no member of its staff is deployed in the delivery of the Research to such an extent that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (or any applicable equivalent legislation in any relevant jurisdiction, including in the European Union the Acquired Rights Directive (Council Directive 77/187 as amended) and any national legislation enacting to such Directive) may operate to transfer the employment of such member of staff to Advance HE or any successor service provider upon termination of this Contract.

5.5 The Research Organisation acknowledges that in entering into this Contract no form of exclusivity or future volume guarantee has been granted by Advance HE for Research from the Research Organisation and that Advance HE is at all times entitled to enter into other contracts and arrangements with other providers for the provision of any research which is the same as or similar to the Research.

6 Price and payment

6.1 Where value added tax (VAT) or any equivalent sales tax in any applicable jurisdiction is properly chargeable and identified in Schedule 3 (Charges), the Research Organisation shall issue a valid and accurate tax invoice (including the Research Organisation's VAT registration number). In the event that Advance HE is required by the laws or regulations of any applicable jurisdiction to deduct any withholding

tax or similar taxes from the Charges, Advance HE shall deduct and account for such taxes before paying the remainder of the Charges to the Research Organisation and shall notify the Research Organisation in writing of all such sums properly deducted.

- 6.2 Unless stated otherwise in Schedule 3 (Charges), the Research Organisation shall invoice for the Charges monthly in arrears and all such invoices shall be accompanied by a statement setting out the Research supplied in the relevant month in sufficient detail to justify the Charges charged (including any timesheets or other information required by, and to be provided in the format set out in, the Advance HE Requirements).
- 6.3 Subject to clauses 6.4 to 6.6 below, Advance HE shall, unless agreed otherwise by the parties in writing, pay each of the Research Organisation's valid and accurate invoices by automated transfer into the Research Organisation's nominated bank account no later than 30 days after the invoice is received.
- 6.4 Provided that it notifies the Research Organisation in writing in advance, and works in good faith to resolve any issues or disputes within 30 days, Advance HE shall be entitled to withhold payment of any sums in respect of any Research or Deliverables which have not been provided by the Research Organisation to Advance HE's satisfaction and in accordance with the terms of this Contract.
- 6.5 In the event that Advance HE makes any overpayment in connection with this Contract (or any other agreement between the parties), Advance HE may, upon written notice to the Research Organisation, deduct the amount of such overpayment from any future invoice or require repayment of such sum within 30 days after the date on which it serves written notice on the Research Organisation.
- 6.6 Without prejudice to the other rights and remedies available to Advance HE under this Contract, Advance HE shall be entitled (but not obliged) at any time or times without notice to the Research Organisation to set off any liability of the Research Organisation to Advance HE against any liability of Advance HE to the Research Organisation (in any case howsoever arising and whether any such liability is present or future) and may for such purpose convert or exchange any currency.
- 6.7 The Research Organisation shall be solely responsible for all taxes, national insurance or other withholdings or contributions which may be payable out of, or as a result of the receipt of, any Charges or other monies paid or payable in respect of the Research. The Research Organisation shall indemnify Advance HE against all costs, claims, expenses (including legal expenses) and/or proceedings arising out of or in connection with the Research Organisation's non-payment (or underpayment) of such taxes, national insurance or other withholdings or contributions.
- 6.8 Any requirement under applicable law to account for the Research in Euro (€) (or to prepare such accounting), instead of and/or in addition to Sterling (£), shall be implemented by the Research Organisation at no additional cost to Advance HE.
- 6.9 The Charges, together with any applicable VAT or equivalent sales tax, shall be the full and exclusive remuneration of the Research Organisation in respect of the performance of the Research (unless otherwise agreed in writing by Advance HE).
- 6.10 Where the Research Organisation enters into a Sub-Contract, the Research Organisation shall:

- 6.10.1 pay any valid invoice received from its subcontractor within 30 days following receipt of the relevant invoice payable under the Sub-Contract; and
 - 6.10.2 include in that Sub-Contract a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 6.10.1 of this Contract.
- 6.11 In clause 6.10, “**Sub-Contract**” means a contract between two or more suppliers, at any stage of remoteness from Advance HE in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

7 Audit

- 7.1 The Research Organisation will fully co-operate with and assist Advance HE in meeting its audit and regulatory requirements by providing access for Advance HE, its internal auditors (which shall include for the purposes of this Contract Advance HE’s internal audit, security and operational risk functions), its external auditors or any agents appointed by Advance HE to conduct appropriate reviews and inspections of the activities and records of the Research Organisation (and to take copies of records and documents and interview members of the Research Team) relating to the performance of the Research and to the accuracy of the Charges. The Research Organisation shall maintain all records relating to this Contract (including the provision of the Research and the payment of all Charges and expenses) for a period of six (6) years following the year in which the provision of the Research under this Contract is completed or such longer period as Advance HE may notify to the Research Organisation in writing from time to time.
- 7.2 If the results of an audit demonstrate that the Research Organisation has claimed any sums in respect of Charges or reimbursable expenditure in excess of their entitlement under the terms of the Contract, the Research Organisation shall within 28 days after a written demand by Advance HE make reimbursement in full in respect of any such overpayment.
- 7.3 The Research Organisation shall bear its own cost in relation to any reasonable number of audits carried out by Advance HE. Where any audit reveals any breach or non-compliance by the Research Organisation, the Research Organisation shall also bear the costs of Advance HE carrying out such audit.

8 Change control and variation

- 8.1 If either party wishes to change the scope or provision of the Research, it shall submit details of the requested change to the other in writing and such change shall only be implemented if agreed in accordance with the remainder of this clause.
- 8.2 If Advance HE requests a change to the scope or provision of the Research:
- 8.2.1 the Research Organisation shall, within a reasonable time (and in any event not more than 10 Working Days after receipt of Advance HE’s request), provide a written estimate to Advance HE of:

- (i) the likely time required to implement the change;
- (ii) any reasonable variations to the Charges arising directly as a result of the proposed change; and
- (iii) any other impact of the change on the terms of this Contract;

8.2.2 if, following receipt of the Research Organisation's written estimate submitted in accordance with clause 8.2.1, Advance HE does not wish to proceed, there shall be no change to this Contract; and

8.2.3 if Advance HE wishes the Research Organisation to proceed with the change, the Research Organisation shall do so after agreement on the necessary variations to the Charges, the Research and any other relevant terms of this Contract to take account of the change following which this Contract shall be varied by the parties setting out in writing, and signing, the agreed changes.

8.3 If the Research Organisation requests a change to the scope or provision of the Research, it shall send such request to Advance HE in writing, accompanied by a written statement of the matters referred to in clause 8.2.1, and Advance HE shall withhold or give its consent to such change in its sole discretion. If Advance HE wishes the Research Organisation to proceed with the change, the Research Organisation shall do so, following a variation of this Contract in writing signed by (or on behalf of) each of the parties.

9 Intellectual Property Rights

9.1 Where any Intellectual Property Rights owned by or licensed to Advance HE are required to be used in connection with the conduct of the Research, the Research Organisation acknowledges that it shall have no right to use the same except to the extent necessary for the conduct of the Research and subject to such consents and restrictions as may be specified by Advance HE.

9.2 The Research Organisation hereby assigns to Advance HE with full title guarantee by way of present and future assignment any and all Intellectual Property Rights in the Deliverables upon their creation, and any other Intellectual Property Rights the Research Organisation creates during its performance of the Research.

9.3 The Research Organisation shall procure the waiver in favour of Advance HE of all moral rights arising under the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world, relating to the Deliverables.

9.4 The Research Organisation shall, at Advance HE's request, execute all deeds and documents which may reasonably be required to give effect to this clause 9.

9.5 The Research Organisation warrants to Advance HE that:

9.5.1 the performance of the Research by the Research Organisation will not result in the infringement of any Intellectual Property Rights of any third party;

- 9.5.2 any documents or other materials created by the Research Organisation in the conduct of the Research for use by Advance HE will be original and created specifically for Advance HE;
- 9.5.3 the Deliverables contain nothing libellous, obscene or unlawful and respect the privacy of any individual(s) named therein; and
- 9.5.4 all statements in the Deliverables purporting to be facts are, to the best of the Research Organisation's knowledge and belief, true and accurate.
- 9.6 The Research Organisation agrees to indemnify Advance HE, and to keep Advance HE indemnified, together with its officers, directors, employees and agents, against all actions, claims, proceedings and all damages, losses, costs and expenses arising out of or in connection any infringement of the third party's rights, including any infringement of the Intellectual Property Rights of any third party, occurring as a result of or in the course of or in connection with the performance of the Research (a "**Claim**"), except to the extent that such claims arise directly from the use in accordance with Advance HE's instructions of any data, information or other resources provided by Advance HE to the Research Organisation.
- 9.7 Without prejudice to clause 9.6, if a Claim is brought and relates to any Deliverable(s), the Research Organisation shall have the right (at its own expense):
- 9.7.1 to procure the right for Advance HE to continue using the relevant Deliverable(s) in accordance with the terms of this Contract;
- 9.7.2 to make such modifications to the relevant Deliverable(s) so that it/they become non infringing; or
- 9.7.3 to replace the relevant Deliverable(s) with non-infringing documents, products, data, information, devices, processes, hardware, software or other material,
- Schedule 28** provided that if the Research Organisation modifies or replaces the relevant Deliverable(s), the modified or replacement Deliverable(s) must comply with the terms of this Contract (including the warranties contained in clause 9.5).
- 9.8 Nothing in this Contract shall prevent the Research Organisation from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business, to the extent that it does not result in a disclosure of Advance HE's Confidential Information or an infringement of Intellectual Property Rights.
- 9.9 The provisions of this clause 9 shall survive the termination or expiry of this Contract, however arising.

10 Limitation of liability

- 10.1 Nothing in this Contract shall exclude or restrict the liability of either party to the other:
- 10.1.1 for death or personal injury resulting from negligence; or
- 10.1.2 for fraudulent misrepresentation; or

- 10.1.3 in any other circumstances where liability may not be limited under any applicable law.
- 10.2 Nothing in this Contract shall exclude or restrict the liability of the Research Organisation to Advance HE:
- 10.2.1 for any breach by the Research Organisation of:
- (i) clause 11 (Confidentiality and Freedom of Information); or
 - (ii) clause 13 (Data protection); or
 - (iii) clause 17 (Prevention of fraud, corruption and bribery); or
- 10.2.2 under clause 9.6 (Intellectual property rights).
- 10.3 Subject to clauses 10.1 and 10.2:
- 10.3.1 neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Contract; and
- 10.3.2 the liability of the Research Organisation to Advance HE, whether in contract, tort, negligence, breach of statutory duty or otherwise, in respect of any one claim or series of linked claims under or in connection with this Contract shall be limited to the sum equal to 200% of the Charges properly paid and payable (plus any late payment interest properly chargeable thereon) during the period of 12 months immediately preceding the relevant claim; and
- 10.3.3 the liability of Advance HE to the Research Organisation, whether in contract, tort, negligence, breach of statutory duty or otherwise, in respect of any one claim or series of linked claims under or in connection with this Contract shall be limited to the sum equal to the Charges properly paid and payable (plus any late payment interest properly chargeable thereon) during the period of 12 months immediately preceding the relevant claim.
- 10.4 Except where otherwise expressly stated in this Contract, all remedies available to either party for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 10.5 The provisions of this clause 10 shall survive the termination or expiry of this Contract, however arising.

11 Confidentiality

- 11.1 For the purposes of this clause 11:
- 11.1.1 the “**Disclosing Party**” is the party which discloses Confidential Information to, or in respect of which Confidential Information comes to the knowledge of, the other party; and
- 11.1.2 the “**Receiving Party**” is the party which receives Confidential Information relating to the other party.

- 11.2 The Receiving Party shall take all necessary precautions, and apply the same security measures and degree of care to the Confidential Information as the Receiving Party applies to its own confidential information (which the Receiving Party warrants as providing adequate protection from unauthorised disclosure, copying or use) to ensure that all Confidential Information it receives under or in connection with this Contract:
- 11.2.1 is given only to such of its staff (or, in the case of the Research Organisation, the Research Team) and funders, owners, professional advisors or consultants engaged to advise it in connection with this Contract as is strictly necessary for the performance of this Contract and only to the extent necessary for the performance of this Contract; and
 - 11.2.2 is treated as confidential and not disclosed (without the prior written consent of the Disclosing Party) or used by the Receiving Party or any member of its staff (or, in the case of the Research Organisation, the Research Team) or its funders, owners, professional advisors or consultants otherwise than for the purposes of this Contract.
- 11.3 The Research Organisation shall ensure that all members of the Research Team or professional advisors or consultants are aware of the Research Organisation's confidentiality obligations under this Contract and shall immediately notify Advance HE if the Research Organisation becomes aware of any unauthorised disclosure of any Confidential Information. The Research Organisation shall co-operate with Advance HE in any investigation that Advance HE considers necessary to undertake as a result of any such unauthorised disclosure of Confidential Information.
- 11.4 The provisions of clauses 11.2 and 11.3 shall not apply to any Confidential Information which:
- 11.4.1 is or becomes public knowledge (otherwise than by breach of this clause 11);
 - 11.4.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
 - 11.4.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 11.4.4 is independently developed without access to the Confidential Information; or
 - 11.4.5 is required to be disclosed by any applicable law or regulation, or any court, or governmental or administrative or regulatory authority competent to require such disclosure, provided that the Receiving Party has given the Disclosing Party reasonable notice (where legally permissible to do so) in writing of such required disclosure so that the Disclosing Party has had an opportunity to defend or apply to limit or protect such Confidential Information from disclosure and the provisions of this clause 11 shall not apply to that Confidential Information to the extent only that it is so required to be produced or disclosed.
- 11.5 The Confidential Information supplied by Advance HE will be supplied solely to assist the Research Organisation to carry out the Research, and will be accepted by the Research Organisation on the basis that although Advance HE has made reasonable efforts to ensure that such Confidential Information will

be helpful, Advance HE gives no assurance as to its accuracy, completeness or adequacy for that purpose.

11.6 This clause 11 shall remain in full force and effect in the event of any termination or expiry of this Contract.

12 Advance HE Data and security requirements

12.1 The Research Organisation shall not delete or remove any proprietary notices contained within or relating to the Advance HE Data.

12.2 The Research Organisation shall not store, copy, disclose, or use the Advance HE Data except as necessary for the performance by the Research Organisation of its obligations under this Contract or as otherwise expressly authorised in writing by Advance HE.

12.3 The Research Organisation shall preserve the integrity of all Advance HE Data held and/or processed by the Research Organisation and prevent the corruption or loss of all Advance HE Data at all times that the relevant Advance HE Data is under its control.

12.4 The Research Organisation shall perform secure back-ups of all Advance HE Data and shall ensure that up-to-date back-ups are stored off-site. The Research Organisation shall ensure that such back-ups are available to Advance HE (or to such other person as Advance HE may direct) at all times upon request and are delivered to Advance HE at no less than six monthly intervals (or such other intervals as may be agreed in writing between the parties).

12.5 The Research Organisation shall ensure that any system on which the Research Organisation holds any Advance HE Data, including back-up data, is a secure system that complies with Advance HE Requirements reasonably notified to the Research Organisation.

12.6 If the Advance HE Data is corrupted, lost or sufficiently degraded as a result of the Research Organisation's breach of its obligations (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act or omission, negligence or statement of any member of the Research Team, in connection with or in relation to the subject-matter of this Contract and in respect of which the Research Organisation is liable to Advance HE, so as to make the Advance HE Data unusable, Advance HE may:

12.6.1 require the Research Organisation (at the Research Organisation's expense) to restore or procure the restoration of Advance HE Data and the Research Organisation shall do so as soon as practicable but not later than five Working Days from the date of receipt of Advance HE's notice; and/or

12.6.2 itself restore or procure the restoration of Advance HE Data, and shall be repaid by the Research Organisation any reasonable expenses incurred in doing so.

12.7 If at any time the Research Organisation suspects or has reason to believe that Advance HE Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Research Organisation shall notify Advance HE immediately and inform Advance HE of the remedial action the Research Organisation proposes to take.

- 12.8 The Research Organisation shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the parties) to check for, contain the spread of, and minimise the impact of Malicious Software in Advance HE's computing environment (consisting of hardware, software and, or telecommunications networks or equipment used by Advance HE or the Research Organisation in connection with this Contract and the information and communications technology system used by the Research Organisation in implementing and performing the Research) (or as otherwise agreed by the parties).
- 12.9 Notwithstanding clause 12.8, if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Advance HE Data, assist each other to mitigate any losses, liabilities, damages, costs and expenses and to restore the Research to their desired operating efficiency.
- 12.10 Any cost arising out of the actions of the parties taken in compliance with the provisions of clause 12.9 shall be borne by the parties as follows:
- 12.10.1 by the Research Organisation where the Malicious Software originates from the Research Organisation Software, third party software supplied by the Research Organisation (except where Advance HE has waived the obligation set out in clause 12.8) or the Advance HE Data (whilst the Advance HE Data was under the control of the Research Organisation) unless the Research Organisation can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by Advance HE when provided to the Research Organisation; and
- 12.10.2 otherwise by Advance HE.

13 Protection of Personal Data

13.1 In this clause:

13.1.1 “**Controller**” means a “data controller” for the purposes of the DPA and a “controller” for the purposes of the GDPR (as such legislation is applicable);

13.1.2 “**Data Protection Legislation**” shall mean the DPA, the GDPR and any other laws relating to the protection of personal data and the privacy of individuals;

13.1.3 “**Data Subject**” has the same meaning as in the Data Protection Legislation;

13.1.4 “**DPA**” means the UK Data Protection Act 2018;

13.1.5 “**GDPR**” means the General Data Protection Regulation (EU) 2016/679 (as amended, updated, or replaced in the UK);

13.1.6 “**Personal Data**” means “personal data” (as defined in the Data Protection Legislation) that are Processed under this Contract;

13.1.7 “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;

13.1.8 “**Processing**” has the same meaning as in the Data Protection Legislation and “Process” and “Processed” shall be construed accordingly; and

13.1.9 “**Processor**” means a “data processor” for the purposes of the DPA and a “processor” for the purposes of the GDPR (as such legislation is applicable).

13.2 The parties acknowledge that the Research Organisation is a Processor acting on behalf of Advance HE and that, for the purposes of this Contract:

13.2.1 the type of Personal Data and categories of Data Subjects are: **[insert details]**; and

13.2.2 the nature/purpose of the Processing is to enable the Research Organisation to carry out its duties under this Contract (which form the subject matter of the Processing) and the duration of the Processing shall be the term of this Contract.

13.3 The Research Organisation shall comply with its obligations under the Data Protection Legislation and shall, in particular:

13.3.1 Process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of carrying out its duties under this Contract and in accordance with the Advance HE’s written instructions and this clause;

- 13.3.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
- 13.3.3 not transfer the Personal Data outside of the European Economic Area without the prior written consent of Advance HE;
- 13.3.4 ensure that any employees or other persons authorised to process the Personal Data are subject to appropriate obligations of confidentiality;
- 13.3.5 not engage any third party to carry out its Processing obligations under this Contract without obtaining the prior written consent of Advance HE and, where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data Processing obligations equivalent to those set out in this clause;
- 13.3.6 notify Advance HE, as soon as reasonably practicable, about any request or complaint received from Data Subjects without responding to that request (unless authorised to do so by Advance HE) and assist Advance HE by technical and organisational measures, insofar as possible, for the fulfilment of Advance HE's obligations in respect of such requests and complaints;
- 13.3.7 on request by Advance HE and taking into account the nature of the Processing and the information available to the Research Organisation, assist Advance HE in ensuring compliance with its obligations under the GDPR (where applicable) with respect to:
- (i) implementing appropriate technical and organisational measures in accordance with Article 32 of the GDPR;
 - (ii) where relevant, notifying any Personal Data Breach to the Information Commissioner's Office (or any replacement body) and/or communicating such Personal Data Breach to the Data Subject in accordance with Articles 33 and 34 of the GDPR; and
 - (iii) where necessary, carrying out and/or reviewing and, if applicable, consulting with the Information Commissioner's Office (or any replacement body) with respect to data protection impact assessments in accordance with Articles 35 and 36 of the GDPR;
- 13.3.8 on request by Advance HE, make available all information necessary to demonstrate the Research Organisation's compliance with this clause and otherwise permit, and contribute to, audits carried out by Advance HE (or its authorised representative); and
- 13.3.9 on termination or expiry of this Contract, destroy or return to Advance HE (as Advance HE directs) all Personal Data and delete all existing copies of such Personal Data.

14 Force majeure

- 14.1 Neither party shall be in breach of this Contract if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control ("**force majeure**")

including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of consultants or sub-contractors (save that the Research Organisation shall be liable for, and shall not be excused non-performance of this Contract due to, any breach by its sub-contractors).

14.2 For the avoidance of doubt, no payments shall be due under this Contract in respect of any period where the Research Organisation is prevented from or delayed in performing the Research as a result of force majeure.

15 Termination

15.1 Without prejudice to any other rights or remedies which Advance HE may have, Advance HE may terminate this Contract without liability to the Research Organisation immediately on giving notice to the Research Organisation if:

15.1.1 the performance of the Research is delayed, hindered or prevented by circumstances of force majeure (as defined in clause 0) for a period in excess of 28 days;

15.1.2 where the Research Organisation is a company, there is a change of Control of the Research Organisation;

15.1.3 the Researcher(s) or any Relevant Person:

is incapacitated (including by reason of illness or accident) from providing the Research for an aggregate period of [five (5)] days in any [two (2)] week period;

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 Advance HE negligent and incompetent in the performance of the Research.

15.2 Either party may give notice to the other terminating this Contract with immediate effect if:

15.2.1 the other party commits any material breach of any of the terms of this Contract and that breach (if capable of remedy) is not remedied within 30 days after notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Contract with immediate effect). For the avoidance of doubt, any breach of clause 17 (Prevention of fraud, corruption and bribery) shall be deemed to be a material breach of this Contract which is incapable of remedy;

15.2.2 an order is made or a resolution is passed for the winding-up of the other party or an administrator is appointed by order of the court or by other means to manage the affairs,

business and property of the other party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/ or manage or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or

15.2.3 the other party ceases, or threatens to cease, to carry on business.

15.3 Advance HE may at any time by notice terminate this Contract with immediate effect if the Research Organisation is in persistent breach of any of its obligations under this Contract, whether or not such breach is capable of remedy. For the purposes of this clause 15.3, three or more non-material breaches of the terms of this Contract may together constitute a persistent breach.

15.4 In any circumstances where Advance HE has the right to terminate this Contract it may instead, by serving notice on the Research Organisation, opt to suspend the provision of the Research for a reasonable period and Advance HE shall not be required to pay any Charges in respect of such period of suspension.

15.5 On termination of this Contract for any reason the Research Organisation shall immediately delete or return to Advance HE, at Advance HE's request, all documents, materials, information and other resources provided by Advance HE to the Research Organisation for the purposes of or in connection with this Contract, including any Confidential Information and any Personal Data, except that:

15.5.1 where expressly agreed in writing by Advance HE, the Research Organisation shall be entitled to retain one copy of such documents, materials, information and other resources for audit purposes only; and

15.5.2 the Research Organisation shall not be required to return or destroy any such documents, materials, information and other resources stored in its automatically archived electronic files, provided that such files are accessible only to those persons engaged by the Research Organisation to be responsible for the safe and secure storage of such files,

and in each the provisions of clause 11 (Confidentiality) shall continue to apply to such retained documents, materials, information and other resources.

15.6 If the Research Organisation fails to fulfil its obligations under clause 15.5, Advance HE may enter the Research Organisation's premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, the Research Organisation shall be solely responsible for their safe keeping.

15.7 During the period between service of a notice of termination and the effective date of termination, the Research Organisation shall provide Advance HE with all reasonable assistance and information to enable an efficient handover to a new service provider (or to Advance HE).

15.8 Termination of this Contract, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

15.9 Upon the termination of this Contract, Advance HE shall pay the Charges (or such percentage of the Charges) properly incurred but previously unpaid up to the effective date of termination.

16 Health and Safety

16.1 The Research Organisation shall promptly notify Advance HE of any health and safety hazards which may arise in connection with the performance of this Contract, take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by the performance of the Research and notify the Research Organisation of any incident occurring on Advance HE's premises or otherwise in connection with the provision of the Research of which the Research Organisation becomes aware and which causes or could give rise to significant personal injury.

16.2 The Research Organisation shall take all necessary measures to comply with the requirements of the Health & Safety at Work Etc Act 1974 (or any equivalent legislation in any applicable jurisdiction) and any other acts, orders, regulations and codes of practice (including any approved codes of practice) relating to health and safety, which may apply to the performance of this Contract.

17 Prevention of fraud, corruption and bribery

17.1 The Research Organisation undertakes and warrants that neither it nor the Research Organisation's staff, employees or sub-contractors have offered, given or agreed to give (and that it will not offer or give or agree to give) to any person, company or firm any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Contract or the performance of the Research Organisation's obligations under this Contract.

17.2 The Research Organisation warrants that it has in place, and undertakes that it will comply with, policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010) and fraud within its organisation and in connection with its dealings with third parties.

17.3 The Research Organisation warrants that it has not colluded, and undertakes that it will not at any time collude, with any third party in any way in connection with this Contract (including in respect of pricing under this Contract). Nothing under this clause 17.3 is intended to prevent the Research Organisation from discussing the terms of this Contract and the Research Organisation's pricing with the Research Organisation's professional advisors.

18 Conflicts of interest

18.1 Advance HE understands and accepts that the Research Organisation is entitled to seek, apply for, accept and perform contracts to supply goods and services to third parties. However, the Research Organisation undertakes not to accept contracts to supply goods or services to third parties where this could result in:

- 18.1.1 the Research Organisation providing goods or services to competitors of Advance HE where this could (in Advance HE's reasonable opinion) have a commercially harmful effect on Advance HE; or
 - 18.1.2 a breach of the terms of this Contract, including the Research Organisation's obligations under clause 11 (Confidentiality and Freedom of Information).
- 18.2 The Research Organisation shall not, and shall ensure that the Researcher(s) do(es) not, use the Research, or any presentation of the Research, in any way to promote any third party without Advance HE's prior written consent.

19 Responsible business

- 19.1 The Research Organisation shall:
- 19.1.1 ensure that it respects the rights set out in the International Labour Organisation's International Labour Standards and the provisions of the United Nations' Universal Declaration of Human Rights in respect of both its personnel and its Research Organisations;
 - 19.1.2 demonstrate a commitment to equality and diversity, have an appropriate diversity policy approved by its board of directors and ensure that it does not, whether as employer or provider of the Research engage in any act or omission that would contravene the Equality Legislation and comply with all its obligations as an employer or provider of Research as set out in the Equality Legislation and take all reasonable endeavours to ensure its personnel do not unlawfully discriminate within the meaning of the Equality Legislation;
 - 19.1.3 demonstrate environmental responsibility and comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the provision of the Research. Where the provisions of any such legislation are implemented by the use of voluntary agreements or codes of practice, the Research Organisation shall comply with such agreements or codes of practice as if they were incorporated into English law;
 - 19.1.4 maintain a document (or documents) setting out its policy on corporate social responsibility ("**CSR Policy**") and on the request of Advance HE disclose a copy of the CSR Policy to Advance HE and demonstrate to Advance HE the impact and effectiveness of the CSR Policy; and
 - 19.1.5 impose on all its sub-contractors and suppliers, obligations substantially similar to those imposed on the Research Organisation by this clause 19.
- 19.2 The Research Organisation shall meet all reasonable requests by Advance HE for information evidencing the Research Organisation's compliance with the provisions of clause 19.1.

20 Publicity

- 20.1 The Research Organisation shall not publicise the terms of this Contract or use the name of Advance HE or any trade name or trade mark used by Advance HE or refer to Advance HE in any other way in

any press release, promotional literature, publications or advertising material, including any website, “blogs”, social media or other online services, without the prior written consent of Advance HE.

21 Assignment and sub-contracting

- 21.1 The Research Organisation shall not, without the prior written consent of Advance HE, assign, transfer, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under this Contract.
- 21.2 Advance HE may assign or novate this Contract to: (i) any separate entity Controlled by Advance HE; or (ii) any body or department which succeeds to those functions of Advance HE to which this Contract relates. The Research Organisation warrants and represents that it will (at Advance HE’s reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 21.2.
- 21.3 The Research Organisation may not sub-contract the provision of any material part of the Research without the prior written consent of Advance HE, such consent not to be unreasonably withheld or delayed.
- 21.4 Notwithstanding any sub-contracting permitted under clause 21.3, the Research Organisation shall remain wholly liable and responsible for all acts and omissions (howsoever arising) of its sub-contractors in the performance of the Research.
- 21.5 The Research Organisation shall pay any valid invoice received from any of its sub-contractors within 30 days following receipt of the invoice.
- 21.6 Advance HE reserves the right to request the replacement of any approved sub-contractor on reasonable grounds.

22 Third party rights

- 22.1 This Contract does not create any rights or benefits enforceable by any person not a party to it (within the meaning of The Contracts (Rights of Third Parties) Act 1999) except that a person who under clause 21 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.
- 22.2 The parties agree that no consent from any such permitted successor or assignee is required for the parties to vary or rescind this Contract (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

23 Entire agreement

- 23.1 This Contract contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing, provided that nothing in this clause 23.1 shall operate to limit or exclude either party’s liability for fraudulent misrepresentation.

24 Waiver

24.1 A waiver of any right under this Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

25 Severability

25.1 If any provision (or part of a provision) of this Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

25.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

26 Governing law

26.1 This Contract and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.

27 Dispute resolution procedure and jurisdiction

27.1 Subject to the remainder of this clause 27, the parties agree irrevocably that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Contract or its subject matter.

27.2 If any dispute or claim arises out of or in connection with this Contract, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 10 Working Days after such notice or by such later date as the parties may otherwise agree in writing).

27.3 If the parties are unable to resolve the dispute or claim in accordance with clause 27.2, the parties shall seek settlement of that dispute or claim by mediation in accordance with the LCIA Mediation Rules (as at the date of such mediation), and those Rules are deemed to be incorporated by reference into this clause 27.

27.4 If the dispute or claim is not settled by mediation within 30 days of the commencement of the mediation, or such further period as the parties shall agree in writing, either party may commence proceedings in accordance with clause 27.1.

27.5 Nothing in this clause 27 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Contract or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.

28 Notices

- 28.1 Notice given under this Contract shall be in writing, sent for the attention of the person, and to the address, given on the front page of this Contract (or such other address or person as the relevant party may notify to the other party) and shall be delivered either personally, by courier, or by recorded delivery. Subject to clause 28.2, a notice is deemed to have been received on signature of a delivery receipt by an individual at the correct address for notices, or at the time the notice is left at such correct address.
- 28.2 If deemed receipt under clause 28.1 is not within the hours of 09:00 to 17:00 on a Working Day the notice will be deemed to be received at 09:00 on the first subsequent Working Day.

29 Warranties

- 29.1 Each party warrants to the other party that it has full power and authority to carry out the actions contemplated under this Contract, and that its entry into and performance under the terms of this Contract will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party.

30 Counterparts

- 30.1 This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

31 Anti-Slavery and Human Trafficking Law

- 31.1 The Research Organisation shall:
- (i) ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chain;
 - (ii) respond promptly to all slavery and human trafficking due diligence questionnaires issued to it by Advance HE from time to time and ensure that its responses to all such questionnaires are complete and accurate; and
 - (iii) notify Advance HE as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Contract.

32 Criminal Finances Act 2017 (“CFA 2017”)

- 32.1 The Research Organisation shall:
- 32.1.1 not engage in any activity, practice or conduct which would constitute either:
- 32.1.1.1 a UK tax evasion facilitation offence under s45(1) of CFA 2017; or
 - 32.1.1.2 a foreign tax evasion facilitation offence under s46(1) of CFA 2017;

- 32.1.2 have and shall maintain in place throughout the term of the Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including, without limitation, employees of the Research Organisation) and to ensure compliance with clause 32.1.1;
- 32.1.3 promptly report to Advance HE any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the CFA 2017, in connection with the performance of this Contract;
- 32.1.4 if requested to do so by Advance HE, promptly certify to Advance HE in writing signed by an officer of the Research Organisation, compliance with this clause 32 by the Research Organisation and all persons associated with it under clause 32.2. The Research Organisation shall provide such supporting evidence of compliance as Advance HE may reasonably request; and
- 32.1.5 fully indemnify Advance HE in respect of any: liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) that it incurs as a result of the Research Organisation's breach of this clause 32.
- 32.2 The Research Organisation shall ensure that any person associated with the Research Organisation who is performing service/supplying goods in connection with this Contract 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 Research Organisation in this clause 32 ("Relevant Terms"). The Research Organisation shall be responsible for the observance and performance by such person of the Relevant Terms, and shall be directly liable to Advance HE for any breach by such persons of any of the Relevant Terms.
- 32.3 Breach of this clause 32 shall be deemed a material breach under clause 15.2.1.
- 32.4 For the purposes of clause 32, the meaning of reasonable prevention shall be determined in accordance with any guidance issued under s47 CFA 2017 and associated with the Research Organisation includes, but is not limited to, any sub-contractor of the Research Organisation.