



Invitation to Tender: Developing a case for race equity in higher education

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Advance HE

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1 Invitation to tender

This Invitation to Tender (ITT) is available to download at www.advance-he.ac.uk/invitation-tender-developing-case-race-equity-higher-education

1.1 About Advance HE

Advance HE

Advance HE is a member-led, sector-owned charity that works with institutions and higher education across the world to improve higher education for staff, students and society.

Our strategic goals to enhance confidence and trust in HE, address systemic inequalities and advance education to meet the evolving needs of students and society, supports the work of our members and the HE sector.

We are experts in higher education with a particular focus on enhancing teaching and learning, effective governance, leadership development and tackling inequalities through our equality, diversity and inclusion (EDI) work.

We deliver our support through professional development programmes and events, Fellowships, awards, student surveys, providing strategic change and consultancy services and through membership (including accreditation of teaching and learning, equity charters, research, knowledge and resources).

Using our expertise and sharing best practice, we work with our network of global associates and partners, and with people, providers and systems around the world to understand contexts and challenges, and deliver solutions.

Further information about Advance HE is available on our website: www.advance-he.ac.uk.

Race Equality Charter

The Race Equality Charter (REC) is one of Advance HE's equity charters and was co-created, developed and delivered with and for the higher education sector in 2015. The development of the charter drew upon the framework and process of the [Athena Swan Charter](#), a change initiative established in 2005 to address gender inequalities across the higher education and research sector.

The REC is underpinned by five principles that heads of institutions must endorse in order to proceed with their journey to advancing race equity using the REC framework. These principles (currently under review) are:

- + Racial inequalities are a significant issue within higher education. Racial inequalities are not necessarily overt, isolated incidents. Racism is an everyday facet of UK society and racial inequalities manifest themselves in everyday situations, processes and behaviours.
- + UK higher education cannot reach its full potential unless it can benefit from the talents of the whole population and until individuals from all ethnic backgrounds can benefit equally from the opportunities it affords.

- + In developing solutions to racial inequalities, it is important that they are aimed at achieving long-term institutional culture change, avoiding a deficit model where solutions are aimed at changing the individual.
- + Black, Asian and Minority Ethnic staff and students are not a homogenous group. People from different ethnic backgrounds have different experiences of and outcomes from/within higher education, and that complexity needs to be considered in analysing data and developing actions.
- + All individuals have multiple identities, and the intersection of those different identities should be considered wherever possible.

Initially implemented as a pilot to support the sector in addressing and tackling racial inequalities and disparities in higher education, the REC has grown considerably over the years from 30 members in 2015, to 92 members in 2022. There are 20 Bronze award holders across the membership, and we anticipate further growth in the number of Bronze award holders over the next year.

1.2 Project outline

1.2.1 Overview

The Race Equality Charter is a critical vehicle for higher education institutions to engage in participatory conversations about racial inequalities in their institution and the wider sector. Increasing engagement in race equity work and the REC across the sector is vital to addressing racial inequity in higher education and greater support and guidance is required for institutions striving to advance race equity.

When the REC was founded, Advance HE committed to evaluate the process and impact of the charter at the four-year point. In 2019, Advance HE commissioned two independent reviews of the REC comprising of the following areas:

- + **Phase 1** (undertaken in 2019): Explored the qualities of successful and unsuccessful REC submissions and made recommendations to enhance impact, efficacy and participation.
- + **Phase 2** (undertaken in 2020): Conducted a process and impact evaluation with REC member institutions to evaluate the mechanics, processes and policies that underpin the charter. The evaluation also explored the embedding and impact of the principles and engagement in advancing race equity through the form of the charter.

Following the two independent reviews of the Race Equality Charter commissioned by Advance HE, the recommendation for Advance HE to produce a detailed case for racial equity that identifies the drivers and the benefits of addressing racial inequity across the HE (Higher Education) sector was made. This need for a case has been reinforced by evidence from the Equality and Human Rights Commission (2019) which uncovered 'widespread evidence' of racial harassment on university campuses. Additionally, data from the Higher Education Statistics Agency (HESA) have highlighted

the barriers to progression experienced by Black, Asian and minority ethnic staff and the underrepresentation of these staff members at senior positions within universities. This is particularly evident among Black staff who make up only 1% of professors in UK universities. Similarly, studies on student experience and outcomes by Advance HE and the Higher Education Policy Institute (HEPI) clearly outline that White students have a more positive experience than students from the Black, Asian Minority Ethnic group, whilst the Office for Students has called on universities to tackle the awarding gap between Black and White students. This is further supported by the recommendations from Universities UK who in 2019 called for “urgent action on racial harassment” in higher education.

Both phases of the evaluation recommended providing greater support to the sector and REC members in order to enable the sector to engage meaningfully with the REC framework to sustain impact in advancing race equity in higher education. Both phases of the evaluation recommended providing greater support to the sector and REC members in order to increase the uptake of the REC and enable the sector to engage meaningfully in the Charter to impact on advancing race equity in higher education.

The second phase of the evaluation also highlighted that in the private sector there is a well-articulated ‘business case for diversity’ supported by an increasingly robust body of evidence of the benefits that diversity and inclusion can bring to organisations (McKinsey 2020). The findings note that a well thought out case for race equity will inform strategic thought and action on race equity within the institution. Having a clear understanding of the costs and benefits of addressing race inequalities should also make it easier for institutions to justify the staff resources needed to do REC ([Race Equality Charter Review Phase 2, 2021](#)).

The key recommendations from the Independent Reviews are that Advance HE:

- + Develops a well-articulated case for race equity that identifies the drivers and benefits for the HE sector of improving race equity and achieving race equity.
- + Commissions sector race equity experts and academics to develop content on the theoretical and research evidence base for strategic race equity practice.
- + Provides Guidance to Institutions to develop their own case for race equity that identifies the drivers and the benefits of addressing racial inequity in the HE sector as part of REC participation.

1.2.2 Areas of inquiry

The areas of inquiry for the tenderer are research and development to cover two components:



+ Evidence Review:

- Explore current examples of cases for race equity (for example, [Runnymede Trust, 2018](#)) and other forms of business cases (for example, [UUKI & HEPI, 2021](#)) within and outside of the higher education sector.
- Identify best practice and learning of the qualities of a strong case for race equity
- Provide analysis on the drivers and benefits of addressing racial inequalities.
- Consider existing/current approaches to framing a case for race equity to senior leaders, managers, and equity diversity and inclusion (EDI) leads.

+ Case for Race Equity:

- Identify the core areas for developing a case for race equity as indicated by the evidence review (e.g. presenting the moral and ethical aspects for advancing race equity along with providing guidance on framing, positioning, and transformative action).
- Consider the usability and user friendliness of engaging with such complex case development.
- Draw on evidence from the evidence review, and case for race equity, to consider what core parts of a business case may be required to help the uptake, engagement and investment into advancing race equity in higher education (e.g. the resources, costs, economic considerations).

1.2.3 Considerations

Whilst this project conception stems from the REC independent reviews, the expected outputs and outcomes should be accessible across the higher education sector, not limited to those that are REC members. We anticipate that the outputs should be useable across the sector and can be signposted to through our wider work across Advance HE.

Another consideration is that we anticipate developing a Project Advisory Group to support the positioning and framing of the outputs to the sector. We anticipate this group will comprise of sector stakeholders from within and beyond Advance HE.

1.3 Methodology

Advance HE would like to work collaboratively with the appointed person(s) to develop and define the research parameters and methodology, undertake the evidence review and produce a case for race equity. We anticipate the evidence review to consist of desk based research of existing and current practice and learning, and welcome proposal on the best approach to developing the guidance for race equity.

The research should be undertaken between 04/2022 to 07/2022 and the final outputs delivered to Advance HE by 08/2022.

Advance HE invites candidates to outline a proposed approach for delivering the research within the allotted period, which will be used to assist selection.

The tenderer(s) will need to agree the approach with Advance HE.

1.4 Outputs

The tenderer(s) will be expected to produce a range of outputs. The appointed tenderer(s) should allow for up to four meetings with the Advance HE project manager and/or Project Advisory Group.

The final outputs should include the following:

- + A summary of insights and learning from the evidence gathered and reviewed as part of the desk research. The evidence review should collate and analyse current evidence base highlighting the need, drivers and benefits of advancing race equity.
- + A guidance document to enable higher education institutions to develop their own case for race equity to different audiences, including heads of institutions. The case for race equity should highlight the need, drivers and benefits of addressing racial inequalities through articulating an approach to framing, positioning the case. Insights deriving from the evidence and data should be translated into a practical guide to engage and support a range of higher education audiences.
 - Development of a guided template and a well-articulated business case outlining the need, drivers and benefits for institutions of tackling race inequalities. The business case should support institutions along the lines of describing the problem, vision and objective setting, identifying solutions, and prioritisation/analysis, identify requirements and resources, identify stakeholders, and provide guidance on the project plan and budgets.

For transparency, it is expected that the final products will be shared with institutions and the wider HE and research sector. All public details will be anonymised except in cases where written permission has been received from the individual/institution to include their personal details within the final report.

All data collected by the tenderer(s) during the course of the project shall be passed to Advance HE at the conclusion of the project and any copies of said data, or related analysis, held by the tenderer(s), are to be destroyed at this point.

1.5 Outcome

This project and outputs will provide support and guidance to higher education institutions who are advancing race equity in their organisation. The outputs should support teams and leads to highlight the drivers and benefits for advancing race equity with a view to support sustainable transformation and culture change in line with equity, diversity and inclusion strategies and activities. We anticipate the project outputs to have impact across the sector to enable the uptake and engagement of doing race equity work in their institution. The outputs should reach all Advance HE members, who comprise of higher education institutions, international higher education institutions, research institutes, small and specialist institutions and college higher education providers. With reach across the sector we aim to disseminate and share learning and resources from this ITT across our membership.

2 Tender requirements

2.1 Tender proposal

Candidates should deliver a concise tender, focusing on the proposed work and budget. The tender should include the following information:

- + candidate or organisation details including name, legal status (if an organisation), full contact details and lead contact.
- + details or CVs of staff who will undertake the work and a clear breakdown of how much time each person will contribute to the project
- + details of professional experience and expertise relevant to the project, including any experience gained in the HE sector and/or in the evaluation of recognition/benchmarking programmes
- + samples of other pieces of work which are similar in focus, scope and tone to the project
- + reasons for interest in undertaking the work
- + any other details considered relevant
- + proposed approach and methodology to deliver the project, including:
 - suggested timetable for the work, including key milestones and clear timescales for completing the project
 - details of how you will work closely with Advance HE, the institutions involved in the project and relevant sector stakeholders
 - details of any potential or actual sensitivities involved in undertaking the work and how they will be managed
 - details of how you will attract relevant participants to be involved in the project
 - risk assessment of the proposed approach and how the risks will be mitigated
 - outline of quality assurance processes
- + schedule of all costs including a detailed breakdown of how costs will be allocated in terms of staff hours, expenses, VAT (if applicable) etc., including any preferred variation to the payment terms (set out in section 2.5 below)
- + outline of the candidate or organisation's approach to equity and diversity
- + details of any claims of unlawful discrimination upheld against the candidate by any court or employment tribunal in the last three years
- + details of any outstanding claims of litigation against the candidate
- + details of the candidate's insurer, the policy numbers, extent of cover, and expiry dates in respect of public liability and professional indemnity insurance, together with copies of the policies
- + potential or actual conflicts of interest (as requested in section 2.3 below)
- + a signed certificate of non-collusion and declaration, set out in the form given in Appendix A to this ITT

- + a signed certificate of non-canvassing, set out in the form given in Appendix B to this ITT
- + details of two referees (as requested in section 2.4 below)

If the tender is submitted on behalf of a consortium, please:

- + list the members of the consortium
- + identify the lead member and contact

If the tender contains a sub-contracting relationship, please state:

- + the main contractor and sub-contractors
- + the nature of the relationship

2.2 Reasonable adjustments

Advance HE will consider reasonable adjustments as requested.

2.3 Conflicts of interest

Details of the candidate's policy on handling conflicts of interest, which may exist or arise regarding this engagement must be provided. In the event that a director, partner, employee or employee's representative of the candidate has an interest or connection in Advance HE, please provide that person's full name, position and the nature of the connection or interest in Advance HE.

2.4 References

The name and contact details of two referees for whom the candidate has recently worked (within the past five years only) are to be provided.

2.5 Fees

The total amount available for this work, including all fees and expenses is **up to £20,000 inclusive of VAT**. This will include any additional costs occurred related to the project and should be agreed prior to start of the project.

The printing costs of any final publication, and the costs of any dissemination events or conferences, will be borne by Advance HE.

Our preference is to pay for the work in two stages: a payment of 50% on signing the contract; a second payment of 50% on receipt of the final report. Payments will be made on submission of an invoice.

Advance HE wishes to agree a fixed price for the work.

In calculating the fee, account should be taken of the fact that Advance HE is a registered educational charity and non-profit making body.

Advance HE is not bound to accept the lowest priced tender and shall not be bound to accept the contractor as a sole supplier.

2.6 Tender submission

Please email one copy of your submission for the attention of Dr Arun Verma, racecharter@advance-he.ac.uk by no later than 12 noon on 11 April 2022.

Advance HE shall have the right to disqualify any candidates who submit incomplete or late tenders.

2.7 Selection criteria

In awarding the contract, Advance HE will consider the balance between the quality of the tender and value for money, taking account of the factors listed in this ITT and in particular the proposed methodology.

Each candidate's tender shall be assessed on the following:

- + relevant experience in rapid evidence review, toolkit/guidance development and template development, including track record in managing credible and significant research
- + understanding of race equity issues in HE
- + understanding of potential or actual issues in strategic development of race equity and diversity policy and practice in HEIs
- + appropriateness of the proposed methodology in terms of securing credible and robust evidence
- + feasibility of completing the proposed work to a high quality within the specific timetable
- + understanding of the need to work closely with Advance HE throughout the project
- + risk mitigation
- + overall value for money

As a charity with limited resources, we are unable to provide any feedback to candidates not shortlisted for interview.

2.8 Timing

The project should be undertaken between May 2022 to September 2022. The candidate should note the following key dates:

- + deadline for receipt of tenders: **12 noon on 11 April 2022**
- + interviews of shortlisted candidates if required: **week commencing 18 April 2022**
- + award of tender to successful candidate: **week commencing 2nd May 2022**
- + final report submitted: **12 noon on 1 September 2022**

Advance HE reserves the right to interview shortlisted applicants through a virtual interview.

The dates set out in this paragraph are provisional only and may be altered by Advance HE at its discretion.

2.9 Contracting

This tender is being issued by Advance HE. The form of contract that the successful candidate will be expected to enter into with Advance HE is at [Appendix C](#). Any queries relating to the contract should be outlined in a cover letter to your submission. Word versions of the contract are available upon request.

2.10 Reporting responsibilities

The successful tenderer(s) will report to Dr Arun Verma, Head of the Race Equality Charter.

2.11 Further information

For further details, please contact Dr Arun Verma, Head of the Race Equality Charter, Advance HE:

Email: arun.verma@advance-he.ac.uk

Tel: +44 (0) 020 3870 6014

Any queries should clearly reference the appropriate paragraph in the documentation and, to the extent possible, should be aggregated rather than sent individually. The deadline for submitting queries is **12 noon on 11 April 2022**.

Advance HE will respond to all reasonable requests for clarification of any aspect of this ITT and supporting documents as soon as is reasonably possible.

For open tenders: Please note that the response to your query may be posted on Advance HE's website without identifying you, therefore your query should not contain any details which are confidential. Please consult www.advance-he.ac.uk or any updates.

Please note that no pre-tender negotiations are permitted.

3 Confidentiality statement and disclaimer

The information contained in this ITT and all other information made available at any time to the candidates by and on behalf of Advance HE is supplied on the basis that the candidates will keep such information confidential at all times and that such information will be used only for the purposes of participating in the bidding process.

No information contained in this ITT or any other written, oral or other information made available to the candidate shall form the basis of any warranty, representation or term of any contract by Advance HE with any third party.

Advance HE does not accept any responsibility or liability for the accuracy or completeness of the ITT or any other oral or written information provided by Advance HE to any candidate.

Advance HE reserves the right not to follow this ITT in any way and/or to withdraw from or amend the procurement process.

Advance HE rights to change or cancel

Advance HE reserves the right, without prior notice and in its absolute discretion, to change or terminate the tendering procedure for the project, including requesting additional information, at any time before signing the contract with the successful candidate.

Appendix A

Certificate of non-collusion and declaration

I certify that:

- + The prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Candidate or with any competitor.
- + Unless otherwise required by law, the prices which have been quoted in the Tender have not knowingly been disclosed by the Candidate, directly or indirectly, to any other Candidate or competitor, nor will they be so disclosed.
- + No attempt has been made or will be made by the Candidate to induce any other person or organisation to submit or not to submit a Tender for the purpose of restricting competition.
- + No attempt has been made directly or indirectly to canvas any employee or adviser of Advance HE concerning the award of the contract which is the subject of this ITT.

I acknowledge that any price fixing or collusion with other Candidates shall give Advance HE the right to exclude a Candidate from the procurement process and may constitute an offence.

I am authorised by the Candidate (and all relevant associated companies and organisations) to supply the information given in the Tender.

I declare that, at the date of signing this declaration, the information given is complete and accurate to the best of my knowledge having made reasonable enquiries.

Signed: _____

Name: _____

Date: _____

On behalf of: _____

Appendix B

Certificate of non-canvassing

I certify that:

- + No attempt has been made to canvass or solicit any director, officer or employee of Advance HE in connection with the award of this Tender or any other Tender or proposed Tender for the services and that no person employed by the Candidate or acting on the Candidate's behalf has done/will do any such act.

I declare that, at the date of signing this declaration, the information given is complete and accurate to the best of my knowledge having made reasonable enquiries.

Signed: _____

Name: _____

Date: _____

On behalf of: _____

Appendix C

Draft form of contract

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

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).

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:	

Schedule 1

Special Terms

1 Commencement Date and Term

- 1.1 This Contract shall be effective from 12 February 2020 (the “**Commencement Date**”) and, unless terminated earlier in accordance with its terms, shall continue in full force and effect until **11 August 2020** (the “**Term**”).
- 1.2 Notwithstanding anything to the contrary elsewhere in this Contract, Advance HE shall be entitled to terminate this Contract by serving not less than 30 days’ written notice on the Research Organisation.
- 1.3 If Advance HE terminates this Contract under clause 1.2 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:
- 1.3.1 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

1.3.2 Advance HE shall not in any case be liable to pay any sum under this clause 1.3 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 the Deliverables by 10 August 2020.
- 2.2 Notwithstanding any other provision of this Contract, if the Research Organisation has failed to undertake the Research and/or provide any Deliverables by 10 August 2020 (“**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;
- 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)

- 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

4.1 Not applicable.

5 Advance HE Equipment

5.1 Not applicable.

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 a mid-Term progress report on 30 April 2020 setting out details of the progress of desk research, field research and consultation.

7.2 On or before 10 August 2020 the Research Organisation shall produce and present to Advance HE a final report on the results of the Research including:

7.2.1 the research areas as set out in Schedule 2; 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 The Research Organisation shall present the results of the Research, including the final report referred to in clause 7.2 above, to Advance HE and any guests invited by Advance HE at a location to be confirmed in London, York or virtually.

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 or any other way, without the prior written consent of Advance HE.

10 Intellectual Property Rights

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.

11 Ethical standards

11.1 The Research Organisation shall ensure that the Research is undertaken in line with its internal research ethical procedures, including its ethics committee, to ensure full ethical approval of the research.

Schedule 2

- + deadline for receipt of tenders: **12 noon on 11 April 2022**
- + interviews of shortlisted candidates if required: **week commencing 18 April 2022**
- + award of tender to successful candidate: **week commencing 2nd May 2022**
- + final report submitted: **12 noon on 1 September 2022**

Schedule 3

Charges

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	
50%	£10,000	On signing of contract	
20%	£4,000	On receipt of final report	
Total Amount ex. VAT	£16666.67	Total amount inc. VAT	£20,000
VAT Registration No.			
Project Code			
Contract Ref.	AHE-SiP-01		

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 4

Standard Terms

1 Definitions and interpretation

- 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;

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- 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 “**Equity Legislation**” means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equity, 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;
- 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; and
- 1.1.19 “**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.

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, 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:

13.1.1 “Controller” has the same meaning as in the GDPR;

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 GDPR;

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

13.1.5 “GDPR” means the General Data Protection Regulation (EU) 2016/679;

13.1.6 “Personal Data” means “personal data” (as defined in the GDPR) 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 GDPR and “Process” and “Processed” shall be construed accordingly; and

13.1.9 “Processor” has the same meaning as in the GDPR.

- 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 types of Personal Data: name, job title, contact details, institution name, and any other Personal Data that may be submitted within the questionnaires; and
Categories of Data Subjects: staff and consultants of Advance HE, survey respondents, and members of the Steering Group; and task and finish group members.
 - 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 Advance HE's written instructions and this clause 13;
 - 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;
 - 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 13 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.
- 13.3.10 The Research Organisation shall indemnify Advance HE on demand against all 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 and all other professional costs and expenses) suffered or incurred by Advance HE arising out of or in connection with the breach of either this clause 13 or the Data Protection Legislation by the Research Organisation, its employees, contractors, Processors, agents or other representatives.

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 14) 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:

a) 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;

b) 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

c) 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 equity 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 Equity Legislation and comply with all its obligations as an employer or provider of Research as set out in the Equity Legislation and take all reasonable endeavours to ensure its personnel do not unlawfully discriminate within the meaning of the Equity 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 Supplier) 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.



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