

This Agreement is made on [date]

## Parties

**The Trustees of the Nuffield Foundation (“Nuffield Foundation”)**, a registered charity in England with registered number 206601, whose registered office is at 100 St. John Street, EC1M 4EH, London (the **Client**); and

**[NAME]**, [ADDRESS] (the **Consultant**).

## Background

- A. The Nuffield Foundation is undertaking a research project [insert description]
- B. The Nuffield Foundation has tendered for an organisation to deliver [insert description]
- C. [Name] has been appointed for the delivery of the works as described in the tender.
- D. [Name] is willing to provide these services to the Nuffield Foundation on the terms and conditions of this Agreement.

the parties agree:

### 1 Definitions and interpretation

- 1.1 In this Agreement, unless the context requires otherwise, the following words and phrases have the meanings set opposite them:

**Agreement**

this Agreement including Os;

**Bribery Legislation**

the Bribery Act 2010, associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all applicable UK legislation, statutory instruments, regulations, codes and sanctions relating to anti-bribery and anti-corruption;

**Business Day**

a day other than a Saturday or Sunday, on which banks are open for normal business in *England*;

**Commencement Date**

[insert date] (notwithstanding the date(s) of execution of this Agreement);

**Confidential Information**

all information or data (in whatever form) of a confidential or proprietary nature disclosed to or received by the Consultant and/or (by any

means) or to which the Consultant and/or has access, whether or not labelled or designated as confidential, relating to the products, services, business or proposed business, finances, transactions, workforce and affairs of the Client, or any customer, supplier, employee or client of any such Client, including Intellectual Property Rights, trade secrets, information in respect of which the Client, is bound by an obligation of confidentiality to a Third-Party Contractor and any other information which is designated as confidential by the Client, or which the Consultant and/or should reasonably be aware is confidential;

**Deemed Employment Engagement**

an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies;

**Engagement**

the engagement of the Consultant by the Client in accordance with the terms of this Agreement;

**Fee**

the meaning given to it in Clause 5.1;

**Insurance Policies**

General liability insurance cover, and employer's liability insurance cover and public liability insurance cover;

**Intellectual Property Rights**

any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and all similar rights and, in each case:

whether registered or not;

including any applications to protect or register such rights;

including all renewals and extensions of such rights or applications;

whether vested, contingent or future; and

<b>Interest Rate</b>	wherever existing;  two per cent per annum above the base rate of the Bank of England base rate from time to time;
<b>Personal Data</b>	any information relating to a living person who can be identified, directly or indirectly, in particular by reference to:  an identifier such as a name, an identification number, location data or an online identifier, or  one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of ;
<b>Services</b>	the services defined in Schedule to this Agreement and such other services as may be agreed from time to time between the Consultant and the Client and agreed on in writing;
<b>Termination Date</b>	As per Clause 2;
<b>Third-Party Contractor</b>	[insert third party contractors], for the purposes of this Agreement, the Consultant will be responsible for any subcontracting and will represent be responsible for Third-Party Contractors;
<b>Work</b>	without limitation any and all works of authorship, products, materials, discoveries, inventions, research, processes, systems, programs (including software programs and source code), formulae, component lists, operating and training manuals, databases, instructions, manuals, brochures, catalogues, process descriptions, know-how, data, diagrams, charts, results, reports, information, methodologies, ideas, concepts, designs, documents, models, prototypes, sketches, drawings, plans, photographs, specifications and studies created or developed by the

Consultant and/or in providing the Services  
(either alone or jointly with others).

1.2 In this Agreement:

- 1.2.1 0 is incorporated into and forms part of this Agreement. It is to be seen as a 'live' document which may be added in agreement between the Client and the Consultant and captured in writing.
- 1.2.2 any reference to this Agreement or to any other document will include its Schedule, appendices and annexes (if any) and any permitted variation or amendment to this Agreement or such other document;
- 1.2.3 any reference to a Clause or Schedule is, except where expressly stated to the contrary, reference to the relevant Clause of or Schedule to this Agreement;
- 1.2.4 the table of contents, background section and any Clause, Schedule or other headings and the use of bold type in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
- 1.2.5 a reference to any statute, statutory instrument, order, regulation or other similar instrument (including any EU order, regulation or instrument) will be construed as including references to any statutory modification, consideration or re-enactment of that provision (whether before, on or after the date of this Agreement) for the time being in force, including all instruments, orders or regulations then in force and made under or deriving validity from that legislation;
- 1.2.6 the words 'include', 'including', 'in particular' or any similar words and expressions will be construed as illustrative only and will not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7 the use of the singular includes the plural and vice versa and a reference to one gender includes a reference to the other gender;
- 1.2.8 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.2.9 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.10 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.11 a reference to a 'Client' includes any Client, corporation or other body corporate, wherever and however incorporated or established;

## **2 Commencement and duration of engagement**

Subject to the terms of this Agreement, the Consultant's engagement commenced on the Commencement Date and will continue until the earlier of either [insert date] or the completion of the Services to the satisfaction of the Client, when it will automatically terminate. If the Consultant is of the opinion that it cannot perform the agreed Services anymore, they shall notify the Client as soon as possible in writing of this fact and the Parties will discuss a suitable action plan. The Client is allowed at any time prior to the completion of the Services to terminate this Agreement, provided a notice period of 4 months is observed.

## **3 Provision of services**

- 3.1 During the Engagement, the Consultant will, and will also see to it that it's Third-Party Contractor (where appropriate) will:
- 3.1.1 provide the Services to the Client with all due care, skill and diligence and to the Consultant's best endeavours to promote the interests of the Client;
  - 3.1.2 provide the Services to the Client as described in the Schedules;
  - 3.1.3 keep the Lead Contact informed of progress on activities in which the Consultant is engaged by reference to the agreed timelines and milestones set out in Schedule and will produce all such information and reports in such form as the Lead Contact may reasonably require from time to time.
- 3.2 The Consultant acknowledges that the Client will be relying upon its skill, expertise and experience and undertakes to the Client that:
- 3.2.1 it will provide the Services in the manner and to the standard reasonably specified by the Client;
  - 3.2.2 all advice and information given, all representations and statements made, and all documents provided by the Consultant will be materially accurate and appropriate for their purpose;
  - 3.2.3 all intellectual property and information provided by the Consultant will be materially accurate and appropriate for its purpose.
- 3.3 The Consultant will immediately notify the Client if, for any reason, it is unable to provide the Services as required by the Client, in accordance with Clause 3.1, specifying, in writing if so required by the Client, the relevant reason or reasons.
- 3.4 While the Consultant's method of work is its own, the Consultant will comply with the reasonable requests of the Lead Contact and will work and co-operate with any other consultant of the Client as may be necessary for the provision of the Services.
- 3.5 The Consultant will not, and it's Third-Party Contractor (if any) will not:
- 3.5.1 hold itself and/or others as having authority to bind the Client; nor
  - 3.5.2 have any authority to incur any expenditure in the name of or on behalf of the Client,

unless the Consultant has obtained the prior written consent of the Client.

- 3.6 The Consultant will, and will procure that will comply with all reasonable standards of safety at all times;
- 3.7 The Consultant will carefully select who will provide the Services and agrees that any breach or non-performance by Service of the obligations under this Agreement will constitute a breach or non-performance by the Consultant.

**4 Outside interests**

- 4.1 The Consultant warrants that:
  - 4.1.1 neither the Consultant will, as a consequence of entering into and performing this Agreement, be in breach of any express or implied terms of any contract, agreement or other arrangement with, or any obligation to, any Third-Party Contractor binding upon the Consultant; and
  - 4.1.2 there is no contract, obligation, or other arrangement or interest that will or may give rise to any conflict of interest between the Consultant and the Client, in relation to the provision of the Services.
- 4.2 The Consultant will use all reasonable endeavours to avoid a conflict of interest arising between the Consultant and the Client, and the Consultant undertakes to notify the Client as soon as reasonably practicable should any actual or potential conflict of interest arise.
- 4.3 The Consultant and any of the Consultant's directors will not during the period of the Engagement without the prior written consent of the Client (such consent not to be unreasonably withheld) undertake any other activities or accept other employment or engagement with any business which will interfere with the proper provision of the Services or prejudice the interests of the Client.

**5 Fees**

- 5.1 In consideration of the provision of the Services, The Consultant may invoice the Client up to the amount of [insert amount] exclusive of Value Added Tax, to be reimbursed if unused, within 30 days of receipt of an invoice submitted in accordance with Clause 0.
- 5.2 The Consultant will render invoices in [insert number] instalments as agreed in the below between the Consultant:

	Date payable	Milestone	Amount excl. of VAT
1.			
2.			
3.			

4.			
5.			
6.			

in respect of the Fee, which gives details of the Services that have been provided, the amount of the Fee paid and, where the Consultant is registered for VAT, will show any VAT separately.

- 5.3 The Consultant will keep time sheets showing the hours worked by employees/contractors in respect of the provision of the Services and will if so requested produce them to the Client for accounting purposes.
- 5.4 Where the Client disputes in good faith on reasonable grounds any sum invoiced by the Consultant, the Client may withhold payment in respect of the amount under dispute, pending resolution of the dispute.
- 5.5 Payment by the Client and/or acceptance of the Fee by the Consultant will be without prejudice to any claims or rights which the Client or the Consultant may have against each other and will not constitute any admission by either party under this Agreement.
- 5.6 The Client will be entitled to deduct from the Fee (and any other sums) due to the Consultant any sums that the Consultant and/or may owe to the Client, at any time, including any sum under dispute in accordance with Clause 5.4.
- 5.7 For the avoidance of doubt, in the event that no Services are required, or if the Consultant fails to provide the Services via the provision of (whether by reason of illness, accident or other incapacity, or for any other reason), no Fee will be payable.

**6 Expenses**

The Consultant will be responsible for all out-of-pocket expenses and normal overhead expenditure incurred by it in the performance of its duties under this Agreement. For the avoidance of doubt the Consultant will not be reimbursed separately for these expenses OR be entitled to be reimbursed for all out-of-pocket expenses (including travelling and entertainment expenses but not parking or road traffic offence fines) reasonably incurred by the Consultant in the proper provision of the Services, subject to the production of such receipts or other evidence as the Client, may reasonably require and will include any such expenses on invoices rendered pursuant to Clause 0.

**7 Liability, indemnity and insurance**

- 7.1 The Consultant will be liable for any loss, liability, costs (including reasonable legal costs), damages or expenses incurred by its Third-Party Contractor(s) or the Client in connection with the provision of the Services including for breach by the Consultant of applicable data protection legislation and will accordingly maintain in force at all times during the Engagement OR term of this Agreement and for a period of 3 years after the termination or

expiry of this Agreement, at its own cost, full and comprehensive Insurance Policies in respect of the provision of the Services.

- 7.2 The Consultant agrees to indemnify and keep indemnified the Client against any direct loss or costs (including reasonable legal costs, charges and other expenses of any nature whatsoever incurred or suffered by the Client, whether direct or consequential (including such arising in consequence of a claim brought against the Client, by one of its employees or a Third-Party Contractor) in consequence of any breach of the undertakings in Clause 3.2 or of any of the terms of this Agreement and/or any negligence on the part of the Consultant and/or in connection with the provision of the Services.

## **8 Confidential Information**

- 8.1 Except in the proper performance of its obligations under this Agreement, the Consultant will not, and will procure Third Party services that will not, during the period of this Agreement or for the period of 3 years after the Termination Date, without the prior written approval of the Client (such approval not to be unreasonably withheld), use for its own benefit or for the benefit of any other person, firm, Client or organisation or directly or indirectly divulge or disclose to any person (and must use reasonable endeavours, and will procure Third Party services that will use reasonable endeavours, to prevent publication or disclosure of) any Confidential Information which has come, or may come, to the Consultant's or their Third Party service's knowledge during or in connection with the Engagement.
- 8.2 The Consultant will not, and will procure Third Party service's that will not, during the period of this Agreement make (otherwise than for the benefit of the Client,) any notes, memoranda, records, tape recordings, computer programs or any other form of record relating to any matter within the scope of the business of the Client or concerning any of the dealings or affairs of the Client.
- 8.3 The restrictions contained in this Clause 8 will not apply to:
- 8.3.1 any Confidential Information which is already in or (otherwise than through the Consultant's or 's unauthorised disclosure) becomes available to, or within the knowledge of, the public generally; and
  - 8.3.2 any use or disclosure authorised by the Client or required by law.
- 8.4 The Consultant warrants to the Client has given or will give written undertakings, in the same terms as those contained in this Clause 8, to the Consultant.

## **9 Intellectual property**

- 9.1 The Consultant warrants to the Client that it:
- 9.1.1 has obtained from a written and valid transfer in favour of the Consultant by way of present and future assignment with full title guarantee of all the Intellectual Property Rights in the Work:



- (a) existing anywhere in the world;
- (b) relating to their use in any sector and for any purpose;
- (c) for the full term of such rights and any renewals;
- (d) including (with effect from their creation) all Intellectual Property Rights created or developed in future by in respect of the Services.

9.1.2 has obtained from a written waiver in favour of the Consultant of their moral rights in the Work under the Copyright Designs and Patents Act 1988 (and all analogous legislation worldwide) to the extent permitted by law;

9.2 In consideration of the Client paying the Fee to the Consultant, the Consultant hereby transfers to the Client by way of present and future assignment with full title guarantee all the Intellectual Property Rights in the Work:

9.2.1 in any sector and for any purpose;

9.2.2 for the full term of such rights and any renewals;

9.2.3 including (with effect from their creation) all Intellectual Property Rights created or developed in future by the Consultant in respect of the Services.

9.3 For Work in respect of which Intellectual Property Rights are assigned to the Client pursuant to Clause 9.2, the Consultant will waive its, and will procure the waiver by all third parties of their, moral rights in such Work under the Copyright, Designs and Patents Act 1988 (and all analogous legislation worldwide) to the extent permitted by law.

9.4 The Consultant will, at the expense of the Client, at any time either during or after the Engagement give assistance and do all acts and things as may be in the opinion of the Client necessary or desirable to give the full benefit of this Agreement to the Client including registration of the Client as applicant or (as applicable) proprietor of the Intellectual Property Rights; and assisting the Client in obtaining, defending and enforcing the Intellectual Property Rights.

9.5 The Consultant warrants that it will not in the course of providing the Services infringe the Intellectual Property Rights of any other person. The Consultant confirms that it has given a written warranty in the same terms to the Consultant.

9.6 The Consultant will indemnify and keep indemnified and hold harmless the Client from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Client as a result of or in connection with any action, demand or claim that any of the Intellectual Property Rights or Work provided under this Agreement infringe the intellectual property rights of any Third-Party Contractor.

## 10 Data protection

10.1 In order for the Client to enter into and perform its obligations under this Agreement, the Consultant may provide the Client with certain personal data relating to the service that the Client will process in accordance with the *Client's data protection privacy notice* that will be issued to the Consultant.

- 10.2 The Consultant will comply, and will procure Third Party services that complies, with the Client's data protection policies and other relevant policies, including in relation to criminal records information, internet, email and communications, information security, bringing your own device (BYOD).
- 10.3 Without prejudice to the generality of Clause 10.2, the Consultant will, and will procure that will, in relation to any Personal Data processed in connection with the Engagement:
- 10.3.1 co-operate fully with the Client in order to enable the Client to comply with its obligations under applicable data protection legislation;
  - 10.3.2 keep the Personal Data confidential;
  - 10.3.3 implement and maintain appropriate technical and organisational measures, reviewed and approved by the Client if it so requires, to protect against unauthorised and unlawful processing of Personal Data and against accidental loss and destruction of, or damage to, Personal Data;
  - 10.3.4 process any Personal Data disclosed to the Consultant by or on behalf of the Client only:
    - (a) on the written instructions of the Client;
    - (b) for the purposes of providing the Services; and
    - (c) for the purposes for which that Personal Data was obtained and is processed by the Client;
  - 10.3.5 maintain complete and accurate records and information to demonstrate compliance with applicable data protection legislation and immediately provide such evidence of compliance by the Consultant and/or with the obligations under this Clause 10.3 as the Client may from time to time reasonably request;
  - 10.3.6 immediately upon notification by the Client, take all appropriate action to enable the Client to properly comply with any request from a data subject in relation to access to and/or rectification or erasure of Personal Data;
  - 10.3.7 immediately notify the Client of any data breach relating to Personal Data or any communication which relates to the Client's or the Consultant's compliance with applicable data protection legislation about which the Consultant becomes aware; and
  - 10.3.8 at the Client's written request, delete or return all Personal Data and any copies on termination of the Engagement, unless required to store the Personal Data under applicable data protection legislation;
- 10.4 The Client will inform the Consultant as soon as reasonably practicable of the receipt of any request for information that may include personal data about , and will consider whether it has a lawful basis for disclosing 's personal data (and, if applicable, whether it can rely on a specific condition for disclosing 's special categories of personal data) in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

## **11 Anti-bribery and corruption**

11.1 The Consultant will, and will procure Third Party services that will:

11.1.1 comply with the Bribery Legislation;

11.1.2 comply with the Client's Anti-bribery Policy, Code of Conduct and Conflict of Interest Policy.

11.1.3 ensure that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that it complies with any Client policies relating to prevention of bribery and corruption (as updated from time to time).

11.2 Without limitation to the above sub-clause, neither party will make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or other improper payment to be made or received on its behalf, either in the United Kingdom or elsewhere, and each party will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received on its behalf.

11.3 Each party will use all reasonable endeavours to ensure that:

11.3.1 all of that party's personnel;

11.3.2 all others associated with that party; and

11.3.3 all of that party's subcontractors

involved in performing the Services or with this Agreement comply with the obligations set out in Clauses 11.1 and 11.2.

11.4 In this Clause 11, the expressions '**adequate procedures**' and '**associated**' will be construed in accordance with the Bribery Act 2010 and documents published under it.

## **12 Tax evasion facilitation prevention**

12.1 Each Party shall take reasonable steps to ensure that neither it, nor any of its Third-Party Contractors, shall commit a "UK tax evasion offence" or a "foreign tax evasion offence" (as defined in sections 45 and 46 of the UK Criminal Finances Act 2017) in connection with any activities performed by a Party under this Agreement. Except as required by Applicable Law and to the extent reasonably practicable, each Party shall promptly notify the other Party if it becomes aware that it has committed a "UK tax evasion offence" or a "foreign tax evasion offence" in connection with any activities performed under this Agreement and shall cooperate with the other Party or any Governmental Authority in relation to any investigation relating to the matters.

## **13 Termination**

13.1 Notwithstanding the provisions of Clause 2, the Client may terminate this Agreement with immediate effect without liability to pay any fees, compensation or damages by written notice to the Consultant if, at any time:

- 13.1.1 except in the circumstances set out in Clause **Error! Reference source not found.**, the Consultant or commits any serious or repeated breach or non-observance of any of the terms or conditions of this Agreement; or
  - 13.1.2 the Consultant and/or its Third Party Contractor is guilty of any act of fraud or dishonesty or acts in any manner which, in the reasonable opinion of the Client brings or is likely to bring the Client into serious disrepute and/or is materially adverse to the interests of the Client; or
  - 13.1.3 the Consultant and or Third-Party Contractor is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom, or
  - 13.1.4 the Consultant makes a resolution for its winding up, makes a formal arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Consultant such that in the reasonable opinion of the Client the Consultant is no longer able to provide the Services; or
- 13.2 Notwithstanding the provisions of Clause 2 and subject to the provisions of Clause 13.3, the Consultant may terminate this Agreement with immediate effect without liability to pay any compensation or damages by written notice to the Client if, at any time:
- 13.2.1 the Client commits any serious or repeated breach or non-observance of any of the terms or conditions of this Agreement; or
  - 13.2.2 the Client makes a resolution for its winding up, makes an arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for protection from its creditors, or an administration or winding up order is made, or an administrator or receiver is appointed in relation to the Client; or
- 13.3 Neither party will be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, any other reason beyond the control of either party (each a **Force Majeure Event**). If either party is unable to perform its duties and obligations under this Agreement as a direct result of a Force Majeure Event, that party will give written notice to the other of the inability stating the reason in question. The operation of this Agreement will be suspended during the period (and only during the period) during which the Force Majeure Event continues. Immediately upon the Force Majeure Event ceasing to exist the party relying upon it will give written notice to the other of this fact.

## 14 Obligations on termination

- 14.1 The Consultant will, and will procure Third Party services that will, immediately on the termination of this Agreement for any reason and at the request of the Client at any time during the Engagement surrender to a person duly authorised by the Client all computer

programs, reports, manuals, files, notes, accounts, documents, correspondence, books, materials, papers and information (on whatever media and wherever located) any keys and any other property of the Client business contacts that have been made or received by the Consultant and/or Third Party contractors during the course of providing the Services (whether under the terms of this Agreement or any other agreement or arrangement between the Client and the Consultant) and which are in the Consultant's and/or its contractor's possession or under the Consultant's and/or its contractor's control and which are the property of the Client or any Group Client.

- 14.2 Immediately on the termination of this Agreement for any reason the Consultant will, and will procure that will, having first returned the information to the Client as required by Clause 14.1, irrevocably delete any remaining information relating to the business of the Client, stored in any magnetic or optical drive or memory and all matter derived from such sources which is in their possession or under their control and is outside the premises of the Client.
- 14.3 On the termination of this Agreement, the Consultant will, and will procure that will, at the Client's request, provide a signed statement that it has fully complied with this Clause 4 and make any optical disc or memory available to the Client in order to verify the Consultant's 's compliance with Clause 14.2.

## **15 Restrictions on assignment/sub-contracting**

The Consultant may not assign this Agreement or any of its rights and obligations under it without the prior written consent of the Client. Where such consent is given, the Consultant will not be relieved of liability for any non-performance by any assignee, agent or sub-contractor. Notwithstanding any sub-contracting, the Consultant will remain primarily responsible for the acts and omission of its agents or sub-contractors as though such acts or omissions were its own.

## **16 Notices**

- 16.1 Notices under this Agreement shall be in writing and sent to a party's registered office as set out on the first page of this Agreement (or email address set out below). Notices may be given, and shall be deemed received:
- 16.1.1 by first-class post: 2 Business Days after posting;
  - 16.1.2 by hand: on delivery;
  - 16.1.3 by email to [insert contact details] the case of the Nuffield Foundation with [mwuisan@nuffieldfoundation.org](mailto:mwuisan@nuffieldfoundation.org) cc and [insert contact detail] in the case of the Consultant, on receipt of a 'read' return email.
- 16.2 This clause does not apply to notices given in legal proceedings or arbitration.

**17 Entire agreement**

17.1 The parties agree that this Agreement and the workplan as attached in Schedule, the tender document and the Consultants initial application to the tender together with the undertakings constitutes the entire agreement between them relating to the Engagement and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

17.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement the workplan as attached in Schedule, the tender document and the Consultants initial application, except in the case of fraudulent misrepresentation. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

17.3 Nothing in this Agreement purports to limit or exclude any liability for fraud.

**18 Further assurance**

Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Agreement.

**19 Variation**

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of each party.

**20 Set off**

Except as expressly set out in this Agreement, each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

**21 No partnership or agency**

Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.

**22 Remedies and waiver**

Any remedy or right conferred upon for breach of this Agreement will be in addition to and without prejudice to all other rights and remedies available to the Parties. No failure, delay or omission by the Client or the Consultant in exercising any remedy, right, power or privilege under or in relation to this Agreement will operate as a waiver of that or any other right, power, remedy or privilege of the Client or the Consultant, nor will any single or partial

exercise of any right, power, remedy or privilege preclude any other or further exercise of that or any other right, power, remedy or privilege.

**23 Equitable relief**

Each party recognises that any breach or threatened breach of this Agreement may cause the other party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other party, each party acknowledges and agrees that the other party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

**24 Severance**

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

**25 Third-Party Contractor rights**

The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no person other than the Client and the Consultant will have any rights under it. For the avoidance of doubt the terms of this Agreement may be varied, amended or modified (whether in whole or in part) or this Agreement may be suspended, cancelled, terminated by agreement in writing between the Client and the Consultant or this Agreement may be rescinded in each case without the consent of any Third-Party Contractor.

**26 Governing law**

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

**27 Jurisdiction**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

<b>On behalf of the Trustees of the Nuffield Foundation</b>	Name:  Title:  Date:  Signature:
<b>For [name Consultant]</b>	Name:  Title:  Date:  Signature:



## Schedule

This Schedule describes (in the below) the services to be performed by the Consultant on the terms and conditions.

- 1) Nuffield Foundation ITT
- 2) [Consultant's name] Tender response