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| **Services Agreement - provision of voter registration information of students living in Sheffield** |
| **Date of this Agreement:** the signature date of the parties indicated below, or if the parties have different signature dates, on the last of such dates.  |
| **Parties:** as identified in section 1 (Details of the parties). |
| **Introduction:** see clause 2.1 of the attached terms of this Agreement for a background to this Agreement. |
| **Each party agrees as follows:**  |
| 1. Appointment
 | The Client appoints the University to provide the Services to the Client.  |
| 1. Acceptance
 | The University accepts its appointment. |
| 1. The terms of the University’s appointment
 | As indicated in this Agreement, which includes all of the following (as any of these are amended from time to time according to section 29 (Amendments) of the attached terms):* The attached terms in Schedule 1.
* All other schedules, annexures and appendices attached to it.
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Executed by the parties (or on their behalf by their respective authorised representatives) as an agreement on the respective date or dates indicated below:

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|  | **Client** | **University** |
| Signature |  |  |
| Date of signature |  |  |
| Name of signatory (please print) |  |  |
| Title or role of signatory (please print) |  |  |

**Schedule 1 – terms of this Agreement**

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| The parties |

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| Details of the parties |
| **Details** | **Client** | **University** |
| Name | Electoral Registration Officer for Sheffield | University of Sheffield |
| Address for notices | c/- Sheffield City Council, Town Hall, Pinstone Street, Sheffield, S1 2HH | Western Bank, Sheffield, S10 2TN |
| Current Representative | John Tomlinson |  |
| Current Representative’s landline  | 0114 273 4091 |  |
| Current Representative’s mobile (optional) |  |  |
| Current Representative’s e-mail address | john.tomlinson@sheffield.gov.uk |  |
| Escalated Person | The Chief Executive of Sheffield City Council or his/her delegate. | The Vice Chancellor or his/her delegate. |

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| Introduction |

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| Background |
| Background to this Agreement | * The Client is (by Law) responsible for collecting voter registration details of residents within the boundaries of Sheffield City Council.
* Some of the University’s students are expected to move to Sheffield from elsewhere for the purposes of their studies. Some of these will become eligible to vote within Sheffield as residents.
* The University expects to gather information about its students as part of the University’s normal student registration process.
* The Client wants to appoint the University to collect additional voter registration information of relevant students during the student registration process. The Client also wants the University to make that voter registration information available to the Client to use as part of the Client’s ongoing voter registration responsibilities.
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| The Services |

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| Description of the Services |
| Description of the Services which the University must provide the Client under this Agreement | As indicated in the Specification.  |

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| Deliverables  |
| Deliverables which the University must provide the Client as part of the Services | As indicated in the Specification.  |
| When a relevant Deliverable is considered ‘completed’ for the purposes of this Agreement | When the Deliverable is completed, delivered and approved (or deemed approved) according to this Agreement.  |

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| Standards |
| Standards to which the University must provide the Services | * With reasonable skill, care and diligence.
* In any case, in accordance with relevant Law.
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| Fitness for purpose |
| Extent to which the University promises to ensure the Deliverables are fit for any particular purposes | The Deliverables must be reasonably readable by the Client according to its requirements as reasonably communicated by it to the University from time to time. |

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| Third party consents |
| Third party consents the University must have in place at all times whilst carrying out the Services | * Any and all of those which the University is required to have in place from time to time (whether by Law or under any other contract to which the University is a party, or otherwise) to allow the University to carry out the Services.
* Without limiting this, the University must collect relevant information in such a way so that individuals who provide registration information can give sufficient informed consent to the passing of relevant information from the University to the Client in the course of providing the Services.
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| Client Assistance |
| Extent to which the University is entitled to any assistance from the Client in the provision of the Services | No entitlement to such assistance, other than the assistance in relation to the implementation activities. |

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| Implementation and commencement |

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| Implementation |
| Implementation obligations of the parties before the Services can commence | As indicated in the Specification.  |
| How the costs of the implementation activities of the parties are to be borne | Each party bears its own. |

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| Commencement |
| Commencement date of the Services | The later of the following: * 10th June 2014; or
* The completion of the implementation activities described in clause 9.1.
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| Due date for provision of Deliverables |

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| Due date |
| Due date for supply of Deliverables | * The University must supply the Deliverables for each academic year to the Client no later than 30 days after the completion of the University’s student registration activities for that academic year, subject to any extensions granted by the Client (in writing).
* If the University cannot supply any of the Deliverables for a particular academic year by the above deadline where the delays are substantially due to factors genuinely outside the University’s reasonable control, the Client shall not unreasonably refuse any request for an extension of time.
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| Whether time is ‘of the essence’ |
| Whether ‘time is of the essence’ for supply of any Deliverables by the deadline in clause 11.1 (i.e. supply by that due date is a strict requirement) | Time is not of the essence. |

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| Expiry |

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| Expiry date |
| Expiry date of this Agreement  | * No expiry date.
* This Agreement continues until either party terminates it according to section 25 (Termination for convenience by the parties) or section 26 (Other early termination).
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| Charges, invoicing and payment |

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| Charges |
| Amount or calculation of the Charges payable by the Client to the University in return for the Services (to include VAT unless otherwise clearly indicated) | See attached. |

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| Reimbursement of expenses |
| Obligation of the Client to reimburse the University for any third party expenses (in addition to payment of Charges) | No obligation. The payment of the Charges is the Client’s only obligation to make payment to the University in return for the provision of the Services. |

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| When the University may issue invoices |
| When the University may invoice the Client (e.g. frequency, dates, occurrence of events etc.) | Annually in arrears, at any time after acceptance (or deemed acceptance) of all Deliverables required for that year.  |
| Services to be covered by each invoice | Services provided in the year covered by the invoice.  |

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| Invoicing procedures |
| Formal requirements of invoices (e.g. formats, accompanying documentation etc.):  | As reasonably instructed by the Client from time to time, or in the absence of such instructions from time to time, in a reasonable format chosen by the University.  |
| How and to where are invoices to be sent:  | By e-mail to the Representative of the Client or as he/she otherwise instructs from time to time (acting reasonably). |

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| Payment |
| Due date for payment by the Client of the University’s properly issued invoices | 30 days from the date the invoice is issued.  |
| Method by which the Client must pay properly invoiced Charges | BACS payment into the University’s nominated bank account, or as the Client and the University otherwise agree in writing from time to time. |

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| Subcontracting |

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| Right of the University to subcontract  |
| Extent to which the University is entitled to subcontract any part of the Services without requiring the Client’s consent | The University may do so. |
| Liability of the University for subcontractors | The parties shall regard any act (or failure to act) by a subcontractor of the University in the course of providing any part of the Services as if that act (or failure to act) was by the University directly. |

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| Approving Deliverables |

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| Approval of Deliverables |
| Right of the Client to approve Deliverables | The supply of any Deliverable by the University shall be subject to the approval of the Deliverable by the Client according to this section 20.  |
| Consequences of approval | A Deliverable shall not be considered to have been completed by the University until it is approved (or deemed to have been approved) according to this section 20. |
| Basis on which the Client may refuse to approve a Deliverable | * If it is not reasonably readable. by the Client according to its electronic requirements as reasonably communicated by it to the University from time to time.
* No other reason.
 |
| When a Deliverable is deemed to have been approved by the Client | If the Representative of the Client has not communicated to the Representative of the University any complaint or other issue about the non-readability of the Deliverable more than 14 days after the University has delivered the Deliverable to the Client in the manner required in the Specification.  |
| Consequence of rejection of a Deliverable | * The University shall resubmit it until it is approved (or deemed approved), at its own cost.
* The University shall not be entitled to issue an invoice in relation to that Deliverable until it is approved (or deemed approved).
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| Intellectual Property |

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| Intellectual Property |
| Who owns Intellectual Property (if any) arising from the provision of the Services  | The University. |
| Rights of the Client to Intellectual Property arising from the Services | * The University shall grant to the Client and its Affiliates (immediately on the arising Intellectual Property coming into existence) a licence to use the following, on the terms in clause 21.3 :
* Such arising Intellectual Property.
* Background Intellectual Property of the University on which the arising Intellectual Property depends.
* To the extent the arising Intellectual Property belongs to third party licensors of the University, it shall use reasonable endeavours at its own cost to procure such a licence from that third party for the benefit of the Client and its Affiliate.
 |
| Terms of the licence described in clause 21.2 | * It shall be a world-wide, royalty-free, perpetual, non-exclusive, irrevocable licence.
* It shall only be capable of sub-licence or assignment with the prior written consent of the University, not to be unreasonably withheld.
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| Data protection |

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| Data protection – general |
| Definition of Client Personal Data | Any personal data of a student of the University to which all of the following applies: * That personal data is supplied by that individual to the University.
* That personal data is supplied in the course of providing electoral registration information.
* That personal data is supplied in the course of providing other student registration details.
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| Who is data controller of the Client Personal Data | The Client and not the University. |

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| Data handling obligations |
| Application of this section 23 | To set out the obligations of the University in processing any Client Personal Data in its possession or control from time to time. |
| Obligation to inform students | The University must make it sufficiently clear to registering students that the Client (and not the University) is the data controller in relation to the Client Personal Data.  |
| Purposes for which the University must restrict processing of the Client Personal Data | Only to those purposes legitimately connected with this Agreement or as otherwise required by Law. |
| With what must the University comply in the processing of Client Personal Data | * Any relevant and lawful obligations in the Specification.
* Reasonable, lawful and adequately communicated policies or instructions of the Client from time to time.
* In any case, relevant Law, particularly the Data Protection Act 1998, including where relevant all of that Act’s data protection principles.
 |
| Measures the University must have in place when processing relevant Client Personal Data: appropriate technical, operational and organisational measures which comply with relevant Law (in particular, the Seventh Principle of the Data Protection Act 1998) in place for all of the following purposes:  |
| Protect integrity | To protect integrity of Client Personal Data. |
| Prevent undesirable consequences | To prevent it being accessed, copied, modified or otherwise used unlawfully or without authority or otherwise being lost, damaged or destroyed. |
| Prevent breaking Law etc. | To prevent any unreasonable risks of the University causing the Client and/or its respective Affiliates to break any Law in relation to that Client Personal Data. |
| The University’s obligations to describe the measures it has in place for the purposes of clause 23.5 | It must promptly provide the Client on written request (such request not to be made more than once per calendar year unless it has reasonable grounds to suspect significant problems) either or both of the following:* A written description of those measures.
* A written report indicating compliance with such measures to the extent they relate to the Client Personal Data.
 |
| Restrictions on the right of the University to cause or allow transfer of relevant Client Personal Data outside the European Economic Area: it shall not do so without the prior written consent of the Client, such consent to be given as follows: |
| Where the University has provided reasonable evidence that the Client Personal Data will be subject to at least a comparable level of protection | Not to be unreasonably refused. |
| Otherwise | At discretion. |
| Events about which the University must inform the Client Personal Data (promptly and properly on the University first becoming aware of them) in relation to any Client Personal Data then in the University’s possession control: |
| Unauthorised access | Any incident of unauthorised access to that Client Personal Data. |
| Processing in breach | Any incident of processing of that Client Personal Data that is materially in breach of this Agreement.  |
| Assistance the University must give the Client to enable it to meet its obligations in relation to relevant Client Personal Data | It must give the Client prompt and reasonable cooperation (on reasonable written request and subject to the Client paying the University a reasonable additional administration fee if requested in writing by the University) in relation to any obligation under Law or contract the Client has in relation that Client Personal Data, including any lawful access request. |
| The University’s obligations to return or destroy such Client Personal Data (including copies) then in its possession or control (regardless of the medium in which the Client Personal Data is held at the time) | * **On request:** to do so promptly on the written request of the Client.
* **No charge:** to do so at no further charge.

Such request by the Client shall not be made unreasonably if the University still reasonably requires that Client Personal Data to provide the Services. |
| General obligations of the University in relation to its (and/or its subcontractor’s) Personnel who have access to Client Personal Data from time to time | * To ensure they are aware of the confidential nature of the Client Personal Data.
* To ensure they are suitably trained, resourced and generally supported in their relevant duties in relation to the Client Personal Data.
* To ensure they do not do anything in relation to the Client Personal Data (including disclosing it, misusing it, or giving anyone access to it) that would be a breach of this Agreement if done by the University directly.
 |
| How long the rights and obligations under this section 23 continue in relation to the processing of any Client Personal Data by or on behalf of the University | For as long as the University retains possession and/or control of such Client Personal Data in connection with this Agreement, even if this Agreement is terminated in the meantime.  |

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| Caps and exclusions of liability |

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| Caps and exclusions of liability |
| Caps on the liability of the Provider in connection with this Agreement (to be read subject to this Agreement, in particular, the exceptions in clause 24.4) | The University’s total liability in connection with this Agreement (whether in tort, contract or otherwise) for each calendar year shall be limited to the Charges paid or payable in that calendar year in which the event or circumstance occurred. |
| Caps on the liability of the Client in connection with this Agreement (to be read subject to this Agreement, in particular, the exceptions in clause 24.4) | The Client’s total liability in connection with this Agreement (whether in tort, contract or otherwise) for each calendar year shall be limited to the payment of Charges which are invoiced from time to time according to this Agreement. |
| For what the liability of a party is fully excluded: as follows, subject to this Agreement, particularly subject to the general exceptions to caps and exclusions of liability in clause 24.4: | Its liability for the indirect or consequential losses of any person with rights under this Agreement. |
| Exceptions to any cap or exclusion of a party’s liability under this Agreement: any of the following, where relevant:  |
| Death or personal injury | Death or personal injury caused by the negligence or deliberate misconduct of that party. |
| Certain deliberate breaches | That party’s deliberate breach of this Agreement in bad faith where a substantial purpose of that breach was to take advantage of any cap or exclusion of liability. |
| Fraud, deliberate breach of the Law. | That party’s deliberate fraud or other deliberate breach of the Law or other deliberate misconduct. A party shall be regarded as having done (or failed to do) something deliberately if it was done in circumstances where that party’s Representative and/or any other member of its senior management knew (or reasonably should have known in the circumstances) of that act (or failure to act).  |
| Fraudulent misrepresentation | That party’s fraudulent misrepresentation. |
| Specific debts | Specific debts arising under or in connection with this Agreement including (as relevant and without limitation) any liability to pay or refund Charges.  |
| Interest | Interest owed under section 35 (Interest on overdue debts). |
| Indemnities for third party claims | Liability in connection with any indemnity for third party claims made or threatened against the indemnified person. |
| Cannot be capped or excluded by Law | Anything to which the Law does not allow such liability to be capped or excluded. If the cap or exclusion is partly permitted by Law, only that part of the cap or exclusion shall apply. |
| Other | As indicated elsewhere in this Agreement.  |

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| Termination |

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| Termination for convenience by the parties |
| Meaning of ‘termination for convenience’:  | The right of a party to terminate this Agreement for any reason (even if the other party is not at fault).  |
| Right of either party to terminate this Agreement ‘for convenience’ if it wishes to do so:  | It may do so according to the rest of this section 25. |
| Strict procedural requirements the terminating party must follow if it wishes to terminate this Agreement ‘for convenience’ if permitted to do so in clause 25.2: | By giving the other party a notice of termination strictly in accordance with section 34 (Notices). |
| When the above notice can be given by a terminating party  | At any time. |
| If a notice of termination is given, when this Agreement effectively terminates (i.e. the notice period):  | This Agreement shall terminate at the next date when a student registration period for an academic year ends. As an illustration: * Assume the registration period for 2015 ends on 25th September 2015.
* If the notice to terminate is given any time before that date (e.g. 20th September 2015), then this Agreement will end on 25th September 2015.
* However, if the notice to terminate is given after the end of the registration period (e.g. on, say, 30th September 2015), then this Agreement will end at the end of the 2016 registration period.
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| Other early termination  |
| Other circumstances allowing the early termination of this Agreement:  | Immediately if and when it becomes unlawful for the University to continue to provide the Services.  |
| Which party may terminate this Agreement in the circumstances described in clause 26.1:  | Either party. |
| How a relevant party terminates this Agreement in the circumstances described in clause 26.1.  | By giving notice to the other party strictly in accordance with section 34 (Notices). |

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| Consequences of termination |
| Consequences of termination of this Agreement: as follows, subject to clause 27.2:  |
| Termination | The rights and obligations under this Agreement of the parties (and the rights of relevant third parties with rights under this Agreement) shall immediately terminate.  |
| Services discontinue | Without limiting paragraph (a), the termination of this Agreement means that the Services under this Agreement shall discontinue.  |
| Rights and obligations to continue after this Agreement terminates: each of the following, to the extent relevant: |
| Already arisen or accrued | Those arising under this Agreement which had then already arisen or accrued and/or which relate to events or circumstances which had already occurred or arisen. |
| Interest | Any interest under this Agreement (see in particular section 35 (Interest on overdue debts)) on any debts which relate to events or circumstances had occurred or arisen before termination. |
| Continuing nature | Those arising under this Agreement which are expressed (or are clearly implied) to continue after termination.  |

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| Miscellaneous |

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| Third party rights |
| Rights of third parties to this Agreement under the Contracts (Rights of Third Parties) Act 1999 | These are excluded to the fullest extent permitted by Law, subject to clause 28.2. |
| Third parties whose rights to directly enforce their rights under this Agreement under the Contracts (Rights of Third Parties) Act 1999 are retained | Affiliates of the Client, particularly Sheffield City Council. |

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| Amendments |
| How this Agreement is to be validly amended (and no other way shall be valid, including the other conduct of the parties) | * By agreement in writing of the parties, signed by their respective properly authorised representatives.
* It must be clear in the written document that it is intended to amend this Agreement.
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| Entire agreement |
| Status of this Agreement entered from time to time:  | Subject to this section 30, this Agreement represents the entire agreement between the parties on its subject matter. |
| Status of any previous agreements entered between the parties on the subject matter of this Agreement:  | They are fully extinguished immediately when this Agreement is entered. |
| Status of statements, warranties, representations, opinions or predictions of the future not described in this Agreement: each party to this Agreement acknowledges the following: |
| Reliance | It has not relied on any such statements, warranties, representations, opinions or predictions of the future in being encouraged into enter into this Agreement on these terms. |
| Acknowledgement of reasonableness  | That the statement in clause (a) is reasonable.  |
| Where liability for misrepresentation cannot be limited etc. | Nothing in this Agreement shall be read to exclude or limit a party’s liability for its fraudulent misrepresentation, or for any other liability to the extent it cannot be excluded or limited according to Law. |

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| Relationship between the parties |
| Nature of relationship created by this Agreement between the Client and the University | That between a client and genuinely independent service provider. |
| Indicate relationships NOT created by this Agreement between the Client and the University and their respective Affiliates | * Any partnership relationship (or the like).
* Any principal-agent relationship except to the extent expressly indicated or clearly implied elsewhere in this Agreement.
* Any other kind of relationship under which either party is authorised to do any act (e.g. incur liabilities, make public statements etc.) on behalf of the other party.
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| Dispute resolution |
| Application of this section 32 | * To the resolution of any dispute between the parties in relation to matters connected with this Agreement.
* This section applies except to the extent otherwise agreed in writing by the parties to the dispute.
 |
| First step – resolution by Representatives  | The parties shall direct their Representatives to use reasonable endeavours to resolve the dispute in a prompt manner and in good faith, with each party to the dispute bearing its own costs. |
| Second step - escalation  | * If the Representatives cannot resolve the dispute within 30 days of starting to do so, the parties shall escalate the dispute to their respective Escalated Persons from time to time - see section 1 (Details of the parties).
* The parties to the dispute shall direct their Escalated Persons to use reasonable endeavours to resolve that dispute in a prompt manner and in good faith, with each party to the dispute bearing its own costs.
 |
| Third step – mediation  | If the Escalated Persons cannot resolve the dispute within 30 days of starting to do so, the parties shall promptly refer the matter to mediation, subject to the rules in clause 32.5. |
| Rules in relation to the conduct of any mediation described in clause 32.4: as follows:  |
| How mediation is commenced  | By either party giving each other party to the dispute a notice (strictly according to section 34 (Notices)) requesting mediation, such notice to summarise in reasonable detail the dispute (as understood in good faith by the party giving that notice).  |
| Mediation procedure to be used  | The Model Mediation Procedure of the Centre for Effective Dispute Resolution (**‘Centre’**) or the comparable rules of any successor body. |
| How the mediator is appointed | * By agreement of the parties (acting promptly and in good faith). They shall appoint a suitably qualified, independent mediator.
* If they cannot agree on a mediator within 7 days of first considering the issue, they shall request Centre to recommend a mediator. The parties shall accept the person recommended.
 |
| General obligations of the parties in the course of the mediation  | All of the following: * To act generally in good faith.
* To co-operate fully and promptly with the mediator, including promptly doing such acts (including signing a document substantially in the form of the Centre’s model agreement in force from time to time) as the mediator reasonably requires.
* To direct their respective appropriate Personnel to attend and cooperate with the mediation properly and in good faith.
* To carry out the mediation in strict confidence and without prejudice to their respective rights in any later proceedings between them.
* Not to engage (in connection with further proceedings involving the dispute) the mediator as an advisor and/or to call him/her as a witness.
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| How mediation costs are to be borne  | The parties shall share equally the costs of engaging the mediator but otherwise to bear their own costs. |
| Right of a party to commence legal proceedings in relation to the dispute  | * A party may do so if the dispute is not resolved by mediation after at least 90 days from commencement of mediation.
* Nothing in this section 32 (or in this Agreement generally) shall prevent a party seeking specific performance or injunctions or other remedies of a similar nature in relation to matters relevant to this Agreement.
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| Assignment |
| Consents required If a party wishes to assign its rights, powers and benefits under this Agreement:  | * It must obtain the prior written consent of the other party.
* Such consent shall not be unreasonably withheld.
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| Notices |
| Application of this section 34:  | * To the rules for giving notices (and other communications indicated in this Agreement to be subject to this section 34) between the parties.
* These rules must be strictly followed for the notice or other relevant communication to be valid.
 |
| Methods by which notices must be given to be valid: (in at least one of the following ways):  |
| Method | **When notice is deemed given** |
| Hand delivery to the recipient’s Representative | On the date it is given to him/her. |
| By registered mail or courier to the recipient’s party’s last known address | 2 Business Days after the day it was sent (as evidenced by the post mark, despatch notice or other relevant evidence). |
| By fax to the recipient’s last known fax number | When the last page has been successfully transmitted, as evidenced by a transmission notice or other reasonable evidence. If the transmission of the last page is not between 9am and 5pm on a Business Day, it shall be deemed to have been received at 9am on the next Business Day. |
| Whether notices by e-mail are in themselves valid for notices and other communications to be subject to this section 34 | No. However, this does not prevent informal communications by e-mail. |

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| Interest on overdue debts |
| Application of this section 35: | To any debt or other liability to the extent all of the following apply: * It is owed by one party to the other in connection with this Agreement.
* It is overdue.
* It is not subject to a genuine dispute which the relevant debtor is using reasonable endeavours in good faith to attempt to resolve.
 |
| Interest payable by the debtor to the creditor in relation to any debt or other liability referred to in clause 35.1 owed by the debtor to the creditor:  | * Interest at the rate of 3% per annum over the Bank of England rate from time to time.
* Such interest shall compound monthly until payment, whether before or after judgement.
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| Gifts |
| Rules in relation to gifts: | The University must not offer (or assist, direct or knowingly permit its Personnel to offer) any unauthorised gifts, entertainment or other benefits to any Personnel of the Client and/or its Affiliates which contravenes any relevant policy of the Client (as communicated to the University from time to time) or which are in any case breaches the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972.  |

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| Remedies |
| Consequence of this Agreement referring to a particular remedy in a particular circumstance:  | It does not in itself exclude the availability of any other remedy in that circumstance (unless otherwise clearly indicated).  |
| Whether available remedies are cumulative: | Yes. |
| Consequence if a person with rights under this Agreement pursues a particular remedy in a particular circumstance | That shall not in itself constitute a waiver of that person’s right to pursue other available remedies (whether under common law, equity, statute or otherwise) in those circumstances. |
| Rights of a person with rights under this Agreement to seek remedies other than damages against a party to this Agreement | * The parties acknowledge that damages may not always be an adequate remedy of that person in particular circumstances.
* Accordingly, that person may (without being required to prove special damage) obtain other remedies available to that person (whether arising under common law, equity, statute or otherwise), including without limitation, injunctions and/or specific performance.
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| Waivers |
| Strict requirements for a waiver of a party’s rights or powers under this Agreement to be binding on that party | Only if all of the following apply to the waiver (and not otherwise): * It is in writing.
* It is clearly indicated to be a waiver of the relevant right or power.
 |
| Other rules regarding waiver of any party’s right or power in connection with this Agreement: or a particular Individual Contract | * Delay or failure to exercise that right or power shall not in itself be a valid waiver of it.
* A waiver of that right or power on one occasion does not (except to the extent otherwise indicated in that waiver) in itself constitute a waiver of the same right or power on a later occasion, and does not affect any other right or power.
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| Severance |
| Severance of parts of this Agreement which are invalid, unenforceable etc.: where anything in this Agreement is held by any court or similar body of competent jurisdiction to be invalid or unenforceable for any reason, the following shall apply: |
| First step: | If possible, that provision shall be modified by removing or altering those parts of that provision that create the invalidity or unenforceability, such removal or alteration to be to the minimum extent necessary to allow the provision to be held to be valid and enforceable, having regard to the purpose of the offending provision. |
| Second step: | If the action required in paragraph (a) is not reasonably possible, the entire provision shall be severed from this Agreement unless it alters the fundamental nature of this Agreement or is otherwise against public policy. The remaining provisions shall remain in full force and effect. |

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| Governing law and jurisdiction  |
| Law under which this Agreement is to be interpreted and generally governed | English law.  |
| Jurisdiction to exclusively apply to disputes arising in connection with this Agreement | English courts. |

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| Definitions |
| The following words and expressions shall be given the meaning given to them respectively below, except to the extent the context otherwise requires: |

| **Defined term** | **Definition** |
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| **Affiliate** | In relation to a person, any other entity which controls that party, is controlled by that person or is under the same common underlying control as of that person. For this purpose X will be regarded as having control over Y if X alone (and without being subject to the further direction of any other person) directly or indirectly possesses the power (whether by the direct or indirect holding of voting shares or otherwise) to direct the management and policies of Y on all matters.  |
| **Business Day** | Any day except a Saturday, Sunday or any official bank or public holiday in England. |
| **Charges** | The charges payable by the Client to the University in consideration for the Services from time to time according to this Agreement. |
| **Client Personal Data** | See clause 22.1. |
| **Deliverable** | Each deliverable or other output indicated in clause 4.1 which the University is required to deliver.  |
| **Escalated Person** | In relation to a party to this Agreement, the current person holding that role according to section 1 (Details of the parties) or his/her replacement from time to time including (where the relevant individual is absent from time to time) his/her deputy and including (for as the post is vacant from time to time), any director, partner, or person of equivalent standing in the party’s organisation . |
| **Intellectual Property**  | Copyright, trade marks (whether registered or otherwise), service marks (whether registered or otherwise), patents, design rights (whether capable of registration or otherwise), registered designs, domain names, know how rights, rights in relation to databases, trade secrets, rights to take action for passing off, Confidential Information, and all other relevant intellectual property rights as ordinarily recognised as such throughout and in any parts of the world, and in relation to the items so listed in this definition, all registrations, pending registrations, reversions, extensions and renewals of such rights. |
| **Law** | Any statute, regulation or other subordinate legislation, directive or other European instrument, industry code of conduct, treaty, judgement, rule of common law or equity, rule of any applicable stock exchange, order by a competent court, consents, guidance or the like issued by authorised government bodies (whether legally binding or not), or anything else having a legally binding effect on the respective activities connected with this Agreement of either or both of the parties (as the context requires).  |
| **Losses** | All losses, damages, costs, charges and expenses incurred by the relevant party in the relevant circumstances to which the context refers, whether in tort, contract, by Law or otherwise including, where relevant, third party claims, liabilities, demands, proceedings, interest, penalties and fines, damage to property, death or personal injury, and full legal costs charged on a solicitor-client basis, except to the extent capped or excluded in this Agreement.  |
| **Personnel** | In relation to a firm or other organisation, its officers, employees, consultants, trustees, elected members, members of any partnership, agents, interns, volunteers, advisers and contractors belonging to or otherwise directly or indirectly engaged in good faith by that firm or other organisation. If a firm is a human being operating as a sole trader, it means that human being. |
| **Representative** | In relation to a party to this Agreement, the current person holding that role according to section 1 (Details of the parties) or his/her replacement from time to time including (where the relevant individual is absent from time to time) his/her deputy and including (for as the post is vacant from time to time), the Escalated Person of that party.  |
| **Services** | The works and services described in more detail in clause 3.1.  |
| **Specification** | The specification identified as such (or by a similar title) and annexed to this Agreement.  |

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| Interpretation |
| Except to the extent the context otherwise requires, this Agreement and the Work Order shall be interpreted as follows: |
| Headings do not affect the interpretation of this Agreement.  |
| Reference to any party is a reference to a party to this Agreement, and includes reference to that party’s successors in title and permitted assignees. |
| Where consent, approval, permission or the like of a person is not to be unreasonably refused, it also cannot be unreasonably delayed or subject to unreasonable conditions. Where consent, approval, permission or the like of a person is to be at that person’s discretion, it shall not be obliged to respond to a request for it, nor obliged to give reasons for its decision, nor liable to any person for any reason given for that decision.  |
| Reference to one gender refers to all genders; reference to the singular includes the plural and vice versa; reference to any particular type of body, firm or other entity includes reference to any other type of body, firm or other entity.  |
| If a word or phrase is defined in this Agreement, its other grammatical forms have a corresponding meaning. |
| Reference to any statute, code or the like includes reference to any of these which amends, replacing, modifying or consolidating statute, code or the like on substantially similar subject matter.  |
| Use of the expression ‘in writing’ (or a similar word) includes (but is not limited to) an e-mail. |
| Use of the word ‘including’ (or a similar word) at the commencement of a list to illustrate a particular concept is deemed not to limit or restrict that concept in any way. |

**Specification**

**Charges**