Universities UK

Invitation to tender
Concordats and Agreements Review: Phase Two

29 March 2022
Prepared by Daniel Wake, Policy Manager, Universities UK
**Invitation to tender**

This specification invites tenders for a project to facilitate and support the representative stakeholders from the research and innovation community to come together and to reflect on and engage with Phase 1 insights on the coverage, adoption and influence of concordats and agreements and explore future-orientated alignment for increased influence, capacity, and efficiency on UK research cultures and environments.

This ITT is available to download at universitiesuk.ac.uk

**Universities UK**

**Purpose**

Universities UK leads collaboration among universities to ensure UK universities can maximise their positive impact.

**Mission**

Our mission is to create the conditions for UK universities to be the best in the world, maximising their positive impact locally, nationally, and globally.

**Strategic aims 2018-23: together with our members we aim to create a future in which:**

- Anyone with the will and potential to succeed, regardless of their background, has the **opportunity** to transform their lives through accessing an outstanding learning experience at a UK university.
- UK universities are demonstrably world-leading in the production and application of knowledge and skills through research, teaching and innovation, evidencing significant economic, social, cultural and civic **impact** and contributing materially to national wellbeing.
- Through demonstrating positive impact on students’ lives, economic growth, public services and civil society, UK universities benefit from widespread public **trust** and political support.
- UK universities are **global** leaders in international education and research, educating a significant proportion of globally mobile students, demonstrating high impact international research collaboration, and achieving increases in outwardly mobile students and students registered on UK programmes overseas.
- UK universities are free to make **autonomous** decisions and adopt strategies according to their diverse missions and the needs of their students and communities, while taking collective responsibility for the quality of leadership and governance in higher education and benefiting from stable and sustainable funding that enables them to maximise their positive impact.
Specification

1. Background

Concordats and agreements are a significant part of the landscape of frameworks and practices which shape the culture(s) and environment(s) in which UK research takes place. Henceforth known as “initiatives”, these have grown organically, in response to particular challenges and opportunities, and can address different stakeholders of the R&I system. Some are international statements of principles, others such as sector concordats are UK-specific. They have rather diverse and fragmented approaches to engagement and oversight, different levels of maturity, and can be perceived to be overlapping in scope. Each have different ways to promote change and share good practice, and have a varied approach to monitoring their take-up, impact, or administrative requirements.

The UK Government, in its 2021 People and Culture Strategy\(^1\), noted that it will “support development of a more inclusive and welcoming research culture through review of existing concordats and accreditations to ensure that they drive positive change while minimising bureaucracy”. In the same year a project (the “concordats and agreements landscape review”), was commissioned by Universities UK, UK Research and Innovation (UKRI) and the Wellcome Trust. This project gathered insights that provided the first ever snapshot\(^2\) of the collective effect concordats and agreements\(^3\) had on research culture(s) and environment(s) in the UK. The commissioning partners have also been engaging with the BEIS Independent Review of Research Bureaucracy team who are examining how “concordats within UK higher education could be streamlined and made less burdensome”. Their Interim Report\(^4\) was published in January 2022.

The key findings from the concordats and agreements landscape review project (Phase 1) highlighted:


\(^3\) The initiatives covered by the project were: the Concordat to Support Research Integrity; Concordat on Open Research Data; Concordat to Support the Career Development of Researchers; Technician Commitment; Concordat on Openness on Animal Research; Concordat for Engaging the Public with Research; Concordat for the Advancement of Knowledge Exchange in Higher Education; Guidance for Safeguarding in International Development Research; San Francisco Declaration on Research Assessment (DORA); Leiden Manifesto on Research Metrics; Athena Swan Charter; Race Equality Charter.

It is a complex landscape with limited homogeneous experience of both the initiatives, as well as culture/environment, across institution types or roles. This means different institutions and people experience the concordats in different ways. It's difficult to evidence direct impact of the initiatives on research culture as they have been embedded into organisations’ strategies and processes. Because of the diversity within the initiatives and how they were implemented, pinpointing their direct impact on research culture is difficult.

The report explicitly acknowledges that the initiatives do have an impact and role to play. For example, facilitating discussion on sensitive subjects and engaging senior leaders.

The Impact of the initiatives comes as much from how organisations put them into effect as it does the initiative requirements themselves. The organic development of the initiatives as a collective is matched with equally organic implementation across organisations.

No obvious overlap between aims was found, but collectively they can create administrative burden. Tracking both initiative and institutional progress for each initiative can also be administratively challenging.

There’s a clear call from both initiative owners and implementers to explore potential alignments to help reduce burden and coordinate reporting.

There is, therefore, an opportunity for the research community and other stakeholders to come together to reflect on and engage with these insights and explore future-orientated alignment for increased influence, capacity, and efficiency. This would also be an occasion to discuss how the community best sets and meets expectations about the culture(s) and environment(s) in which UK research takes place, while ensuring unnecessary bureaucracy is minimised. Research takes place in many settings in the UK, but the primary focus of this work is on academic research in settings largely supported by public or charitable resources. This includes universities, research institutes and Public Sector Research Establishments (PSRE).

2. Aim

Overall aim

Informed by the work to date, the overall aim of this ITT is to commission a series of activities which will:

- Bring together updated insights in relation to the initiatives to explore potential solutions for increased influence, capacity, and efficiency
- Facilitate workshops to support representatives of the community/stakeholders to reflect on these insights, surfacing themes, challenges, and opportunity areas within the concordat landscape
- Facilitate workshops to explore these opportunity and challenge areas, agreeing on and possible future scenarios, generating ideas and to explore potential solutions for increased influence, capacity, and efficiency, taking a systems view, with a focus on the "initiative" landscape
• Work in collaboration with the “initiative” community and stakeholders to refine potential solutions, codesigning a roadmap to deliver these activities.

Objectives

UUK seeks to commission consultants to:

1. Plan a set of activities to enable multidimensional insights from the research community (e.g., researchers, research managers, senior leaders, funders etc.), “initiative” owners and champions, and other stakeholders such as industry, the public and third sectors and global partners to:
   • Bring together and synthesise up to date insights, including for example the CAR Phase1 report, in relation to the “initiatives” to explore potential solutions for increased influence, capacity, and efficiency or challenge where appropriate, the key findings from the Phase 1 report. These can include evidence/insights on how expectations about the research culture and environment are set and met, and how learning about this is shared and used to improve the sector
   • Facilitate workshops to support representatives of the community/stakeholders to reflect on these insights, surfacing themes, challenges, and opportunity areas within the "initiative" landscape. Help representatives to understand the complexity of topics, research settings, concordats, and agreements, etc, in considering any future scenarios
   • Facilitate workshops to explore these opportunity and challenge areas, agreeing on any possible future scenarios, generating ideas and explore potential solutions for increased influence, capacity, and efficiency taking a systems view, with a focus on the “initiative” landscape
   • Work in collaboration with the “initiative” community and stakeholders to explore and refine potential solutions, co-designing a roadmap to deliver these activities.

2. Organise and deliver the activities, including preparation of materials and liaison with any third-party organisations hosting events as a part of this project, in a way that enables open, safe, collegiate discussion. Efforts must align with inclusive practices which ensures a diverse range of voices and perspectives are invited, enabled, and heard, across career stages, roles, disciplines, type of research organisation/sector, ableism, ethnicity, gender, and socioeconomic backgrounds. This list is not exhaustive but is used to demonstrate the level of inclusion expected to help minimise reproduction of any structural inequalities.

3. Capture a record of the discussion during the activities, including reflections on existing insights, further evidence shared, considerations on the complexity of the environment, and potential ways forward.

4. Produce a public summary of the discussion, drawing out common themes and using anonymous quotes where appropriate. This should include a sound future-oriented roadmap and/or action plan

5. Work in the context of oversight arrangements involving Universities UK, UKRI, the Wellcome Trust and senior stakeholder representatives including from the research community and the concordats and agreements themselves.
The proposal will need to cover 3 phases:

- Convening "initiative" owners with representative stakeholders from the community (see objective 2) to explore future-orientated potential solutions for increased influence, capacity, and efficiency.
- Test proposed solutions with representative stakeholders from the community (see Objective 2 and 5. Monitoring) to obtain feedback and inform next steps.
- Regroup of the “initiative” owners with representative stakeholders from the community (see objective 2) to map out a roadmap and action plans while ensuring robust consultation with the R&I community and stakeholders (see 5. Monitoring).

The project conduct, outcomes and deliverables will need to be mindful of the policy context (such as the Bureaucracy Review\(^5\) and People and Culture Strategy\(^6\)), the sector-led or international nature of some of the initiatives, and the different roles and relationships that hold across the parts of the UK. The oversight arrangements (see objective 5) will lead on these issues and will steer the contractor to take full account of them.

Given the short duration (estimate 4 months) of the project and the breadth of the initiatives potentially in scope, the contractor will need to draw from its own excellent existing knowledge of UK research culture and environment.

### 3. Outcomes

The outcome from this research will be material such as but not limited to:

1. A report describing the project, evidence, opinion, and ambitions from the multidimensional perspectives of the initiative owners and the research and innovation community. This could include:
   a. case studies of where initiatives owners and the sectors have already found alignments, efficiencies or increased capacity
   b. a roadmap which captures the direction of travel
   c. a summary of how this collaboration was facilitated
2. An action plan that maps out the commitments agreed by the initiatives owners e.g., opportunities to combine or streamline process together to achieve greater capacity, influence and efficiencies in the initiatives landscape and its intersection with research culture


4. Deliverables

The deliverables will be co-designed and co-produced with the initiative owners and nominated stakeholders (suggested by the initiatives and the Project Board) from the R&I sector. The deliverables will need to reflect interests in system thinking, design justice, adding value, efficiency, and capacity building in the sector. The Project Board anticipates the deliverables to include:

1. Agreed plan for the activities which may include:
   a. Attending and leading a kick-off meeting
2. Convening and facilitating discussions between the “initiative” owners and representative stakeholders from the community (see objective 2) to explore future-orientated potential solutions for increased influence, capacity, alignment, and efficiency and challenge where appropriate, the key findings from the Phase 1 report; this can include:
   a. Fleshing out the remit and definition of initiatives to make it more visible for the wider community
   b. Mapping out the different levers initiatives have whether that’s for control or influence
   c. Identifying opportunities to streamline, align, reduce bureaucracy, duplication etc. to achieve greater capacity in the research culture e.g., case studies of where initiatives owners and the sectors have already found alignments, efficiencies or increased capacity
   d. summary of how this collaboration was facilitated
3. Test proposed solutions with representative stakeholders from the community (see Objective 2 and 5. Monitoring) to obtain feedback and inform next steps
4. Regroup of the “initiative” owners with representative stakeholders from the community (see objective 2) to map out a roadmap and action plans while ensuring robust consultation with the R&I community and stakeholders (see 5. Monitoring)
5. Activities delivered as agreed, including the dissemination and production of any prior materials
6. Summary of the discussions (public), which may include a report describing the project, evidence, opinion, and ambitions from the multidimensional perspectives of the initiative owners and the research and innovation community (See 3. Outcomes), briefing documents, slide decks, and high-level roadmap etc, suitable to support the next phase of activity as identified in the co-designed high-level roadmap.

5. Monitoring

A Project Board will be established comprising representatives of the project partners: Universities UK, UK Research and Innovation, and the Wellcome Trust. The board will have regular (at least fortnightly) meetings with the contractor. Given the significant potential sensitivities in the work, the Project Board expects to play an active role in providing oversight, guidance and advice on the project.

A challenge group, formed of stakeholder representatives, will review the detailed plans and objectives of the proposed activities developed by the contractor and test the quality of the preliminary and draft final deliverables and outputs once a first draft is submitted. The
Project Board and senior leaders from the commissioning organisations will also be involved in testing the quality of the outputs throughout the project.

6. **Budget**

Universities UK expects the project to require resources up to £50,000 including VAT and all expenses.

7. **Management**

The Project Board will nominate a project owner from one of the partners, who will be the main point of contact for the contractor. Weekly meetings will be expected with the contractor.
Tender requirements

8. The tender proposal

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

- details of organisation including name, legal status, full contact details and lead contact
- details or CVs of staff who will undertake the work and a clear break down of how much time each person will contribute to the project
- details of other pieces of work that your organisation has delivered which are similar in focus, scope, and tone to the project / activity
- reasons why you are interested in applying for the project
- professional experience and expertise relevant to the project / activity including experience and expertise of working within the HE sectors and on academic research, its management and governance
- any other details about yourself or your organisation you feel may be relevant
- Given the short duration of the project and the breadth of the initiatives potentially in scope, the contractor will need to draw from and evidence an excellent existing knowledge of UK research culture and environment.
- a proposed approach/methodology to deliver the activity including:
  - a clear timetable for the work, including key milestones and clear timescales for completing the project
  - a schedule of all costs including a detailed breakdown of how costs will be allocated in terms of staff hours, travel, VAT etc, including any preferred variation to the payment terms set out in section 2 below
  - details of any potential sensitivities involved with activity in this area and how they will be managed
  - details of how you will work closely with the Project Board and project stakeholders
  - a risk assessment of your proposed approach and how you will mitigate any key risks
- conflicts of interest (as requested in section 7 below)
- a signed certificate of non-collusion and declaration, set out in the form given in Appendix A to this ITT
- If the tender is submitted on behalf of a consortium, please:
  - list the members of the consortium
  - identify the lead member and a point of contact
• If the tender contains a sub-contracting relationship, please state:
  o the main contractor and sub-contractors
  o the nature of this relationship
  o Any role the sub-contractor may have with other submitted tenders to this ITT.

9. Fees

Universities UK expects the project to require resources up to £50,000 including VAT and all expenses. This includes all attendance fees, conference fees and expenses related to the project including giving a presentation at a sector dissemination event. It should also include copy editing, design and printing costs of any final report and corresponding outputs.

In calculating project overheads account should be taken of the fact that UUK is a registered educational charity and non-profit making body.

Our preference is to pay for the work in three stages:
• Initial payment of 10% on signing the contract.
• Interim payment of 40% on receipt of:
  o Summary of outputs following Deliverable 2
  o Summary of outputs following Deliverable 3
• Deliverables as outlined and agreed in schedule item 5.4 Final payment of 50% on receipt of the final report or final sign off. This may include outputs from Deliverable 4.

UUK wishes to agree a fixed price for the work.

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

10. Selection criteria

In awarding the contract, UUK will consider the balance between the quality of the candidate’s 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, objectivity, independence, and credibility of the team, including track record in managing credible and significant engagement, expert facilitations and system design projects and producing relevant types of output
- Strong track record of facilitating groups with diverse and competing viewpoints and be able to supply evidence or references in similar industry
- Understanding of the higher education and public research sector
- Developing a systems-based approach to navigating complex landscapes, with an awareness of the "initiatives" landscape
- Understanding of potential issues in research and engagement about UK research policy, research culture and sector expectations, including the ongoing government’s review of bureaucracy and identification of practical solutions to the challenges of the proposed project objectives
- Appropriateness of the proposed methodology in terms of securing credible and robust reengagement and facilitation
- Feasibility of completing a practical programme of work to a high quality within the specified timetable
- Understanding of need to work closely with the strategic aims for the project from Universities UK, UK Research and Innovation and the Wellcome Trust
- Risk mitigation
- Consideration of equality, diversity, and inclusion to ensure all corners of R&I system are given the opportunity to engage
- Overall value for money.

11. References

The name and contact details of two referees for whom the candidate has recently worked (within the past five years only) should be provided so that references can be taken up.

12. Timing

The project should be undertaken between May 2022 and October 2022. The candidate should note the following key dates:
- Deadline for receipt of emailed tenders: Friday 22 April 2022 at 12 noon
- Shortlisted applicants are likely to be invited to a telephone/zoom interview on week commencing Monday 02 May 2022 (excluding the Bank Holiday)
- Award of tender to successful candidate: Monday 09 May 2022
- Delivery of work by Monday 31 October 2022

The dates set out in this paragraph are provisional only and may be altered by UUK at its discretion.
13. Reporting responsibilities

The successful candidate will report to Daniel Wake, Policy Manager, Universities UK.

14. Conflict 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 UUK, please provide that person’s full name, position, and the nature of the connection/interest in UUK.

15. Tender submission

Please return one email copy of your response in English to:

Daniel Wake
Policy Manager
Universities UK
E-mail: daniel.wake@universitiesuk.ac.uk

An email copy of tender documents should arrive no later than Friday 22 April 2022 at 12 noon.

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

16. Contracting

This tender is being issued by UUK. Any contracts with the successful provider will be made with UUK. The form of contract that the successful candidate will be expected to enter into with UUK is enclosed with this ITT at Appendix B.

17. Further information

For further details, please contact Daniel Wake daniel.wake@universitiesuk.ac.uk, who is also candidates’ point of contact for any queries that you have relating to this ITT.

Any queries should clearly reference the appropriate paragraph in the documentation and, to the extent possible, should be aggregated rather than sent individually.

UUK will respond to all reasonable requests for clarification of any aspect of this ITT and supporting documents as soon as it is reasonably possible. Please note that the response
to your query shall be posted on our website (without naming your organisation), therefore your query should not contain any details which are confidential.

Please note that no pre-tender negotiations are permitted.

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 UUK in connection with the project 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 UUK with any third party.

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

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

UUK rights to cancel

UUK reserves the right, without prior notice and in its absolute discretion, to change or terminate the tendering procedure for the project at any time before signing the contract with the successful candidate. It reserves the right to terminate the contract if the agreed outputs are not of satisfactory quality and do not meet the agreed deliverables.
Appendix A

Certificate of Non-Collusion and Declaration

I certify that:

a. 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.

b. 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.

c. No attempt has been made or will be made by the Candidate to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition.

d. No attempt has been made directly or indirectly to canvas any employee or adviser of UUK concerning the award of the contract which is the subject of this invitation to tender.

I acknowledge that any price fixing or collusion with other Candidates in relation to the Project shall give UUK 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

Contract for Consultancy Services

This contract is made this day of 2022 between:

_________________________________________________________________________________

"the Contractor"

Universities UK, a company limited by guarantee, registered in England and Wales (No. 2517018)
Registered Charity No. 1001127
Woburn House
20 Tavistock Square
LONDON
WC1H 9HQ

Hereinafter called
“Universities UK”

_________________________________________________________________________________
It is hereby agreed as follows:

1. **Scope of work**

The Contractor will undertake project support work for Universities UK

- Universities UK’s invitation to tender – [Title and date]
- Contractor’s original tender document in respect of this work, dated ………
- amended tender document at Annex A to this contract. [If necessary]

and the terms and conditions herein set out which shall together comprise the contract. In event of any conflict between the terms herein set out (or as set out in Universities UK’s invitation to tender document); Universities UK’s terms shall prevail.

2. **Assignment of subcontracting**

The Contractor shall not assign or subcontract the services to be provided under the contract or any of its rights or obligations thereunder without the previous written consent of Universities UK.

3. **Contacts and Project Board**

Universities UK’s contacts will be: [Name] Tel: [Name] Tel:

The Contractor’s contacts will be: [Name] Tel:

There shall be a Project Board set up by Universities UK to manage the project. The Project Board shall meet at such intervals as Universities UK shall reasonably determine for the purposes of monitoring progress with regard to the work carried out by the Contractor and such other issues relating to the management of the contract as Universities UK shall determine.

4. **Publicity**

The Contractor shall not without Universities UK’s prior consent disclose by way of press release or otherwise to any third party anything which relates to the services provided under the contract save as is necessary in the execution thereof.

5. **Confidentiality**

The Contractor will respect and maintain the confidentiality of any information given to them by Universities UK or its agencies or by any higher education institutions involved in the study and will not reveal any part of
such information or any part of the described study and its findings to a third party without the prior written consent of Universities UK.

6. Use of Data Supplied by Universities UK to the Contractor

a. The Contractor shall be registered appropriately with the Data Protection Registrar and shall comply with all statutory regulations relating to its use of data supplied by Universities UK.

b. Data supplied by Universities UK to the Contractor shall not be used by the Contractor for any purpose other than that outlined in the study specification as set out in Universities UK’s invitation to tender.

c. The Contractor will ensure that personal data is not disclosed to any third party.

d. The Contractor will ensure that the data is processed fairly and surrounded by proper security.

e. The Contractor will destroy any statistical and personal data supplied by Universities UK when and if required to do so by Universities UK and provide confirmation as to its destruction in such form as Universities UK may reasonably require.

f. The Contractor will return any documentation supplied to it during the course of the contract by Universities UK for the purposes of carrying out the study.

g. The Contractor is liable for any compensation in legal costs incurred by Universities UK from the loss and/or misuse, of data supplied to the Contractor.

7. Freedom of Information

If the Contractor receives a request under the Freedom of Information Act 2000 to disclose any information that, under this Agreement, is Universities UK’s Confidential Information, it will notify Universities UK and will consult with Universities UK. Universities UK will respond to the Contractor within 10 days after receiving the Contractor’s notice if that notice requests Universities UK to provide information to assist the Contractor to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act.

8. Business Ethics and Conflict of Interest and Warranty

The Contractor shall maintain the highest professional standards including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions which could result in conflict with Universities UK’s best interests.
The Contractor shall ensure that the information provided in the study shall be true and accurate in all material respects and shall otherwise comply with the study specification as set out in Universities UK’s invitation to tender.

9. Liability

The advice or information given by the Contractor will not constitute an infringement of third party rights and the Contractor shall accordingly indemnify Universities UK against all costs, expenses and liabilities incurred in respect of any claim brought by a third party alleging infringement.

10. Timescale

The timescale for this contract is:

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<td>[All significant dates]</td>
<td>[All significant events/outputs]</td>
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All planned work will be completed by the Contractor in accordance with the timetable stated above and within the life of this contract. Time is agreed to be of the essence in relation to the Contractor’s delivery of work in accordance with the timetable stated above.

The Contractor will provide such information as is required to enable Universities UK to monitor progress. The Contractor will provide all appropriate documentation to all members of the study’s Steering Group at least five working days in advance of each Steering Group meeting.

11. Payment

The total fee for the contract will not exceed £…………… inclusive of VAT and expenses.

The Contractor shall invoice Universities UK for the fee which will be paid in ……. instalments:

i. [Details of instalments] £ inclusive of VAT
ii. £ inclusive of VAT

(To be included if the contractor is an individual, i.e. not a company or an institution) [The Contractor shall be exclusively responsible for the payment of National Insurance contributions and for the discharge of any income tax payable in respect of the fee, and shall pay any such contributions and taxes to the appropriate authorities.]

Invoices are to be sent to [Name] at Universities UK, Woburn House, 20 Tavistock Square, LONDON WC1H 9HQ. [Receipts will be submitted to support claims for reasonable expenses incurred].
12. Settlement Terms

Invoices are normally payable within thirty days of their receipt. Prices are fixed for the duration of the contract.

13. Termination

Universities UK may terminate the contract for any reason on giving twenty one days written notice.

Either party may terminate this agreement forthwith for any serious breach of contract by the other which is not remedied within seven days' written notification of the breach.

The provisions of clauses 5, 6, 7, 8 and 9 shall survive any termination of this contract.

14. Force Majeure

Neither party shall be deemed to be in breach of contract if failure to comply with the requirements of the contract is due to circumstances beyond their reasonable control.

15. Copyright and Intellectual Property

Copyright of written work produced in connection with the contract shall be vested in Universities UK.

Universities UK reserves the right to publish or not to publish, but, subject to the prior written approval of Universities UK, the Contractor will be able to make use of the material in other research but shall not be entitled to profit from the commercial exploitation of such material without agreeing appropriate royalties with Universities UK. The latter is conditional on the Contractor treating all information obtained during the course of the contract in strict confidence.

The Contractor may publish articles based on the final written report following its acceptance by the Project Board.

16. Publication of Final Report and Supplementary Materials

The text and accompanying figures of the final report resulting from the contract must be provided by the Contractor in Universities UK house style conforming to a standard word processing format. The Contractor will be obliged to review and amend as necessary a final proof before any final report and supplementary materials are printed.

Universities UK will be responsible for any publication of any final report resulting from the work undertaken by the Contractor and will take all final decisions on design and content.
Universities UK will receive the income from sales of any publication produced as a result of the contract and will provide the Contractor with [number] complimentary copies.

Universities UK will take all decisions on sponsorship of any final report resulting from the contract or any dissemination event.

17. General

The ruling law of contract law and of the relationship of the parties hereto arising out of it shall be English law. Both parties agree to submit to the jurisdiction of the English courts in respect of any matters arising out of or in connection with the contract.

The terms herein set out (together with the documents referred to in the first clause) constitutes the entire agreement between the parties hereto and supersedes all negotiations, representations or agreements either written or oral preceding the contract.

FOR: CONTRACTOR   FOR: Universities UK

BY: .............................................   BY: .............................................

[Name and position]   [Name and position]

DATE: .................................   DATE: .................................