



HARTPURY
UNIVERSITY

SERVICES AGREEMENT

("The Agreement")

Between

Hartpury University ("Hartpury")

Hartpury House
Hartpury
Gloucestershire GL19 3BE

And

Add supplier name

together referred to as "The Parties"

Dated

BACKGROUND

- I. Hartpury issued an Invitation to Tender (ITT) and associated Specification documentation dated 26st June 2024.
- II. **(add supplier name)** outlined its proposal to provide the services described in the ITT in its Tender Response **dated** and supporting documentation described therein (Proposal).
- III. Hartpury, under cover of its e-mail confirmation **dated**, has accepted the **--** **--** Proposal subject to the terms of this Agreement. The above referenced ITT and Proposal documentation shall be deemed to be incorporated into this Agreement, subject to the terms set out below.
- IV. **--** The Parties agreed to commence work through an inception meeting on **--** **--**

1. TERM

---- shall provide the Services to Hartpury **from --- until---** unless this Agreement is terminated by either party giving to the other not less than three months prior written notice or as otherwise provided in this Agreement. The Agreement may be extended by an agreed variation in writing as allowed for in Clause 14 below.

2. SERVICES

2.1 **----** shall use its best endeavors to promote the interests of Hartpury and, unless prevented by ill health or accident, during the duration of the contract to carry out the Services as **-----**.

The Services are set out more fully in the ITT and Proposal documentation but are **summarised below:**

2.2 If **---** are unable to provide the Services due to illness or injury **---** shall notify the Hartpury Project Manager as soon as reasonably practicable and provide Hartpury with such evidence as it may require.

2.3 With Hartpury's prior written approval and subject to the following proviso, **---** may appoint suitably qualified representatives and or associates to perform the Services **on - --** behalf, provided that such representatives and or associates shall be required to enter into direct undertakings with Hartpury, with regard to confidentiality. Hartpury will continue to pay **---** fees as provided in clause 3.1 below and **---** shall be responsible for the remuneration of (and any expenses incurred by) its representatives and associates. For the avoidance of doubt, **---** will not be paid for any period during which **---** does not provide the Services.

2.4 **---** has no authority (and shall not hold itself out as having authority) to bind Hartpury, unless Hartpury has specifically permitted this in writing.

3. FEES AND EXPENSES

3.1 **---** shall submit invoices to the Project Manager on a monthly basis, starting **date** followed by **xx** monthly invoices on the last day of each calendar month setting out the services delivered during the preceding month and any value added tax pay able (if applicable). Hartpury will pay such invoices in accordance with its normal terms of settlement and where possible by the last working day of the following month. A payment schedule will be agreed by **date**.

3.2 The agreed contract value is a fixed price of £xxx inclusive of VAT plus any agreed expenses, payable at 0.45p per mile for mileage (plus VAT) and up to a maximum of £50.00 per day (plus VAT), without pre-authorization from the Project Management Office and unless varied by written agreement of the Parties.

3.3 Hartpury is entitled to deduct from any monies payable to --- any sums that --- may owe Hartpury at any time.

4. OTHER ACTIVITIES

--- may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place --- in a conflict of interest with Hartpury. However, --- may not be involved in any capacity with a business which does or could compete with the business of Hartpury, and is reasonably perceived to create a conflict of interest with --- role in delivering the Services, without Hartpury's prior written consent.

5. CONFIDENTIAL INFORMATION

--- shall not use or disclose to any person either during or at any time after the engagement by Hartpury any confidential information about the business or affairs of Hartpury or any of its business contacts, or about any other matters which may come to --- knowledge in the course of providing the Services. For the purposes of this clause 5, confidential information means any information or matter which is not in the public domain and which relates to the affairs of Hartpury or any of its business contacts.

5.2 The restriction in clause 5.1 does not apply to:

- (a) any use or disclosure authorised by Hartpury or as required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through --- unauthorised disclosure.

6. DATA PROTECTION

--- gives consent to Hartpury holding and processing data necessary for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 2018 relating to --- representatives or associates including, as appropriate:

racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and

information relating to any criminal proceedings in which they have been involved in for insurance purposes and in order to comply with legal requirements and obligations to third parties.

--- consents to Hartpury making such information available to those who provide products or services to Hartpury (such as advisers), regulatory authorities, governmental or quasi governmental organisations and potential purchasers of Hartpury or any part of its business.

7. INTELLECTUAL PROPERTY

For the avoidance of doubt, any background IPR's remain the exclusive property of the party owning them.

--- hereby assigns to Hartpury all future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services for Hartpury. --- agree promptly to execute all documents and do all acts as may, in the opinion of Hartpury, be necessary to give effect to this clause 7.

--- hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which --- may have in any future works generated in delivery of the Services.

--- hereby irrevocably appoint Hartpury to be its attorney to execute and do any such instrument or thing and generally to use --- name for the purpose of giving Hartpury or its nominee the benefit of this clause 7 and acknowledge in favour of a third party that a certificate in writing signed by any director or the secretary of Hartpury that any instrument or act falls within the authority conferred by this clause 7 shall be conclusive evidence that such is the case.

8. INSURANCE AND LIABILITY

--- agree to maintain in force during the Term full and comprehensive public and professional indemnity insurance and employer's liability insurance, as set out and evidenced in the Proposal documentation (the Insurance Policies) in respect of the provision of the Services.

--- shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if --- become aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, --- shall notify Hartpury without delay.

9. TERMINATION

Hartpury may at any time terminate this agreement with immediate effect with no liability to make any further payment to --- (other than in respect of any accrued fees at the date of termination) if:

--- are in material breach of any of its obligations under this agreement or;

other than as a result of illness or accident, after notice in writing, --- willfully neglect to provide or fail to remedy any default in providing the Services.

Any delay by Hartpury in exercising its rights to terminate shall not constitute a waiver thereof.

10. OBLIGATIONS UPON TERMINATION

Hartpury property in --- possession and any original or copy documents obtained by ---, in the course of providing the Services, shall be returned to the **Head of Projects and Business Engagement (Agriculture)** at any time on request and in any event prior to the termination of this agreement. --- also undertake to irretrievably delete any information relating to the business of Hartpury stored on any magnetic or optical disk or memory and all matter derived from such sources which is in their possession or under --- control outside the premises of Hartpury.

11. STATUS

--- is an independent contractor and nothing in this agreement shall render --- as an employee, worker, agent or partner of Hartpury and --- shall not hold itself out as such.

--- shall be fully responsible for and indemnify Hartpury against any liability, assessment or claim for:

taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law;

any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by --- or any representative against Hartpury arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of Hartpury.

Hartpury may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to --- with prior notice.

12. DISCLOSURE AND BARRING CHECKS

If deemed relevant, this contract may be subject to clearance with the Disclosure and Barring Service in connection with the Protection of Children and Young Persons.

13. EQUALITY & DIVERSITY

--- shall comply with any applicable anti-discrimination legislation in accordance with Hartpury's relevant policies, as may be amended from time to time, whilst undertaking the services provided to Hartpury as detailed in this agreement.

14. SAFEGUARDING AND CHILD PROTECTION

Hartpury recognises that it has a statutory and moral duty to ensure that it safeguards and promotes the welfare of young people and vulnerable adults receiving education and training at Hartpury. It is the responsibility of everyone conducting business at Hartpury to protect young people and vulnerable adults and there are procedures in place to minimise risk and ensure appropriate action is taken should abuse be suspected.

Consequently, please find enclosed Hartpury's Child Protection and Safeguarding Policy and Procedures. Please also find enclosed the Code of Professional Conduct, the Guidelines on Professional Boundaries, Keeping Children Safe in Education and the ICT Acceptable Use Policy. Please ensure all --- personnel are familiar with these procedures.

14. VARIATION AND THIRD PARTY RIGHTS

This Agreement may only be varied by a document signed by both --- and Hartpury.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no party other than --- and Hartpury shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the Parties or this Agreement may be rescinded (in each case), without the consent of any third party.

15. APPLICABLE LAW

This Agreement will be governed by English law, and the English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.

SIGNATURES

The Parties hereby confirm agreement to the conditions set out above.

Signed:

Date:

----- on behalf of -----

Signed:

Date:

MICK AXTELL (Chief Operations Officer) on behalf of Hartpury University

DRAFT