SERVICES AGREEMENT FOR THE PROVISIONS OF LANDSCAPING MATHEMATICS EDUCATION POLICY
(LOT 1 & LOT 2)

**BETWEEN**

**THE ROYAL SOCIETY**

**AND**

**[SUPPLIER LEGAL ENTITY NAME]**

**CONTRACT REF 537-3**

DATED

**THIS AGREEMENT** is made the       day of       2021

# BETWEEN:

(1) The Royal Society, a registered charity (registered charity number 207043) governed by Royal Charters and situated at 6-9 Carlton House Terrace, London SW1Y 5AG (the “**Society**” or the “**Charity**”); and

1. The “**Supplier**”: <<Insert Supplier's Name>>, <<Insert Supplier's corporate details>>, of <<Insert Supplier's address>>.

The Society has run the procurement process ITT 537-3 and offered to the Supplier and they have accepted engagement, on the following terms.

# DEFINITIONS

**It is agreed** as follows:

## Definitions and Interpretation

* + 1. In this Agreement, the terms listed below should be interpreted as following:

"**Agreement start date** <<Insert date Agreement starts>>

**“Agreement end date”** <<Insert date Agreement ends>>

**“Confidential Information”** all information intended to be confidential between the parties (however recorded, preserved or generated) disclosed by either the Society or the Supplier to the other party, or its employees, officers, representatives or advisers to the recipient and the recipient's representatives, before or during the course of this agreement, including but not limited to:

1. the terms of this Agreement;
2. any information that would be regarded as confidential by a reasonable business person relating to:
	1. the business, affairs, methods, plans, systems, finances, projects, customers, clients of the disclosing party; and
	2. the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party
3. any information which has been clearly marked as "confidential" by either party
4. any information derived from the Confidential Information

but not including any information that:

1. is, or becomes, generally available to the public (other than as a result of disclosure by the recipient party, or any of its representatives, in breach of this agreement); or
2. was available to the recipient on a non-confidential basis before disclosure by the disclosing party; or
3. was, is or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is not bound by a confidentiality agreement with the disclosing party, or otherwise prohibited from disclosing the information to the recipient; or
4. was lawfully in the possession of the recipient before the information was disclosed to it by the disclosing party; or
5. is, or forms part of, any Works owned by the Society, either before or following the performance of this agreement, which the Society intends to be able to exploit with third party suppliers without the Supplier's consent; or
6. is trivial, obvious or useless.

**“Fees”** the amount to be paid by the Society to the Supplier in consideration of the Services, as set out in Item 4 of Schedule 1;

**“Force Majeure Event”** An event outside either parties’ reasonable control including, any Act of God, fire, war or riot. The expression shall not include any of the following in relation to the party seeking to rely on that event:

a) any event which was reasonably foreseeable by it, to the extent that it could reasonably have avoided the relevant event;

b) any strike, lock-out or industrial dispute involving any of its own personnel;

c) the financial failure or other failure in performance of a sub-contractor, to the extent that in turn the same does not result from an event beyond the reasonable control of the relevant sub-contractor.

**“Insolvency Event”** in the case of either party, the appointment of, or the application for the appointment of a liquidator, administrator or similar, the entering into any arrangement for the benefit of creditors generally, or passing of a resolution to wind the company up (other than a voluntary winding-up as part of a reorganisation) or the company becoming unable or being deemed to be unable to pay its debts as and when they fall due within the meaning of section 123 of the Insolvency Act 1986.

**“Intellectual Property”** patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

**“Services”** the provision of Services as set out in Schedule 1 – The Services;

**“Supplier”** the Supplier means [Insert name of Supplier] and each of its officers, employees, representatives, advisers, agents and agreed subcontractors, researchers.

**“Works”** any design, artwork, drawing, code, document, invention, packaging, idea, concept, database, leaflets, brochures, posters, web banners, PDFs, other electronic media, other printed materials or similar work product which in the reasonable opinion of the Society are useful for, or relate to the affairs of, the Society.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 Words in the singular shall include plural and vice versa.

1.4 A reference to writing or written includes faxes and e-mails.

1.5 Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words “without limitation” following them.

1.6 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow or permit that thing to be done.

1.7 Any reference to a statutory provision shall be read as a reference to that provision as amended, re-enacted, or modified by other provisions from time to time.

## Description of the Services to be provided

1. The Services to be delivered by the Supplier are detailed in Schedule 1 – The Services.
2. Changes to the Services may only be extended, amended or renewed by mutual agreement of the parties in writing. Any changes will be reflected in a revised Schedule 1 signed by both parties.

## Appointment of the Supplier and Duration

The Society appoints the Supplier to carry out the Services for the period starting from the Agreement Start Date until Agreement End Date or until this Agreement is terminated in accordance with Clause 13 below.

## Fees and Expenses

4.1 Subject to 4.2 the Society shall pay to the Supplier on receipt of invoice:

* + 1. the Fees as detailed in Schedule 1 - The Services
		2. Any amounts for any additional services as agreed in accordance with section 2.2.

4.2 Fees will only be payable to the extent that the services are delivered as specified within the Schedule 1, within the agreed timetable and to an acceptable quality.

4.3 The Society shall reimburse the Supplier for those expenses approved in advance, on presentation of original receipts, which may be incurred necessarily and properly incur for the purpose of providing the Services as detailed in Schedule 1 - The Services shall comply with the Society’s Travel and Expenses policy.

4.4 The Supplier shall email their invoices in accordance with Schedule 1, Item 4 with the allocated Purchase Order in PDF format to our new designated email address finance.scan@royalsociety.org

## Late Payment

If the Society fails to make any payment due, the Supplier shall be entitled to charge the Society interest on the amount unpaid, at the rate of two per cent per annum above base rate as published by The Bank of England from the date at which the invoice is due until payment is made in full.

## Obligations of the Supplier

Throughout the period of this Agreement the Supplier shall:

6.1 perform the Services as specified in Schedule 1 in an expert and diligent manner and to the best of their ability;

6.2 not undertake any work not specified in Schedule 1 without written approval from the Society.

6.3 inform promptly the Society of any circumstances that might lead to the agreement being delayed or additional work required to deliver the agreed outcomes as set out in Schedule 1 – The Services.

6.4 The Supplier shall not at any time make any untrue or misleading statements relating to the Society

6.5 The Supplier shall not transfer its obligations to a sub-contractor or third party without prior written approval from the Society.

## Warranties of the Supplier

* 1. The Supplier warrants to the Society that in entering into this Agreement and performing the Services or any other obligations arising under the Agreement, they shall not be in breach of any contract or other obligation.
	2. The Supplier warrants to the Society that it will comply with all applicable legislation and regulations including the Modern Slavery Act in the provision of the services, obtain and maintain all necessary licenses and consents and that the services will be performed with reasonable care and skill and will conform with the description of the services contained in Schedule 1 – The Services.

## Indemnities

8.1 The Supplier shall indemnify the Society from all claims, liabilities costs, proceedings, damages and expenses awarded against, or incurred by, the Society as a result of:

* + 1. any infringement of any third party's Intellectual Property rights or other rights arising out of the supply of the Services; or
		2. any breach or negligent or delayed performance of this Agreement by the Supplier.

The provisions of this [clause](http://www.practicallaw.com/0-350-9991#a605566#a605566) shall survive termination of this agreement, however arising.

## Access, Facilities & Insurance

* 1. The Society shall allow the Supplier such access to the Society’s premises as is necessary to carry out the Services.
	2. The Supplier shall comply with the Society’s Health and Safety Requirements (as specified in Item 5 of The Services) and regulations for the premises concerned.
	3. The Supplier will be expected to provide their own equipment and administrative support. The Society will only make available to the Supplier the facilities as set out in Schedule 1 - The Services.
	4. The Supplier shall, at its own expense, ensure that it has in place insurance that reflects the Supplier’s liabilities under this agreement, with a reputable insurance provider. The Supplier shall produce on demand to the Society such policies if required.

## Intellectual Property

10.1 The Supplier hereby assigns absolutely and irrevocably all Intellectual Property Rights in all Works specifically produced by or on behalf of the Society pursuant to this Agreement to the Society. The Society hereby grants to the Supplier, in accordance with the terms and conditions of this Agreement, a sole licence to use the work in the course of its business.

10.2 The Supplier shall and shall use all reasonable endeavours to procure that any necessary third party shall, at the Supplier's cost, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

10.3 The Supplier warrants that any Works produced by or for the Supplier pursuant to this Agreement will not infringe Intellectual Property Rights owned by a third party.

## Conflicting Activities

During the period of this Agreement, the Contractor shall not undertake any activities which in the reasonable opinion of the Society conflict with the Services, namely partnerships and or/promotion of tabaco companies and products.

## GDPR EU General Data Protection Regulation (Regulation (EU) 2016/679)

12.1 In this Clause the “Act” means the Data Protection Act 1998 and the Privacy Electronic Communications Regulations 2003 and any other Law” means The applicable law and regulations relating to the processing and privacy of Personal data including the Data Protection Act 1998, Privacy and Electronic Communications 2003, the EU General Protection Regulation (Regulation EU 2016/679) ('GDPR') and any other statute, regulation or instrument intended to enact, supplement, amend or replace such laws and where appropriate, terms used in this Clause shall have the meanings ascribed them in the Act Data Protection Law.

12.2 In the event that the Supplier has access to personal data held by the Society for any reason or is provided or supplied with personal data by the Society for any purpose, the Supplier shall:

12.2.1 use and/or hold the personal data only for the purposes and in the manner directed by written instructions by the Society and shall not otherwise modify or amend or alter the contents of such personal data or disclose or permit the disclosure of such personal data to any third party unless specifically authorised in writing by the Society and shall take all such reasonable steps as may be necessary to safeguard such personal data;

12.2.2 comply in all respects with the Act and shall not do or permit anything to be done which might jeopardise or contravene the terms of the Society’s registration under the Act.

12.2.3 The Supplier shall act as a processor.

12.2.4 The duration of the Supplier's processing shall be limited to the period from the date of this Agreement until, at the choice of the Society, without delay, the Supplier arranging to delete or return such personal data to the Royal Society at its request and, in any event, upon termination of this Agreement;

12.2.5 The purposes of the Supplier's processing shall be in connection with performance of the services; the data subjects to which the personal data relates are Royal Society’s personnel and other individuals identified in the The Services; and personal data will include names, contact, details and other information of a personal nature relating to those individuals, from which they can be identified.

12.3 The Supplier undertakes to;

12.3.1 Only process any personal data on behalf of the Royal Society in accordance with this Agreement and the Royal Society’s written instructions from time to time (except where, in the Supplier's opinion, such instructions Confidential, Infringes Data Protection Law, in which case the Supplier shall immediately inform the Royal Society of such fact);

12.3.2 only engage sub-processors with the prior written consent of the Society and under written contract;

12.3.3 Implement technical and organisational measures to ensure a level of Security appropriate to the risks that are presented by such processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data, taking account of the provisions of Article 32 of the GDPR;

12.3.4 Notify the Royal Society by emailing dataprotection@royalsociety.org without undue delay (and in any event within 24 hours) after becoming aware of a personal data breach, with such notification setting out at least the following information:

1. The nature of the personal data breach including where possible, the categories and approximate number of data subjects and records concerned;
2. Name and contact details of an individual within the Supplier's organisation from whom more information can be obtained;
3. A description of the likely consequences of the personal data breach; and
4. The measures taken or proposed to be taken by the Supplier to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects however, in so far as it is not possible to provide all of the above Information at the same time, the information may be provided in phases without undue further delay.

12.3.5 Not transfer personal data, or cause or permit personal data to be transferred, outside the European Economic Area (EEA) without the prior written consent of the Royal Society, and if such consent is granted, it shall only transfer such personal data outside of the EEA if it has ensured such transfer is made in accordance with Data Protection Law;

12.3.6 Observe and comply at all times with applicable Data Protection Law where processing any personal data in connection with this agreement, and in particular to observe and comply with the provisions of the GDPR that expressly apply to processors, and to otherwise provide the Royal Society with such assistance in complying with the same as it may reasonably expect of a diligent processor exercising reasonable care and skill; and;

12.3.7 Make available to the Royal Society all information necessary to demonstrate compliance with the obligations laid down under Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Royal Society or another auditor mandated by the Royal Society, so far as relating to the Supplier's processing activities hereunder and delete or return all personal data to the Society as requested at the end of the Agreement.

## Termination

13.1 Either party may terminate this Agreement at any time by giving the other party not less than 30 days’ notice in writing.

13.2 The Society may terminate this Agreement on or at any time after the supplier:

13.2.1 commits any material or persistent breach of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy it within 21 days’ after receiving written notice by the Society requiring the supplier to do so

13.2.2 becomes incapable, by for any reason, of providing the Services;

13.2.3 suffers an Insolvency Event

13.2.4 does anything which, in the reasonable opinion of the Society, may seriously prejudice the Society.

13.3 The Supplier may terminate this Agreement by giving written notice to the Society if the Society:

13.3.1 commits any material or persistent breach of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy it within 21 days’ after receiving written notice by the Society requiring the supplier to do so

13.3.2 suffers an Insolvency Event

14 Effects of Termination

On the termination of this Agreement for any reason:

14.1 Termination shall not affect the rights of either party prior to the termination of this agreement;

14.2 This Agreement shall continue in force to the extent necessary to give effect to those of its provisions which have effect after termination.

14.3 The Society has the right to offset sums owed to the Supplier against any damages it has suffered as a result of the breach of the contract.

14.4 Subject to 14.3, any sum owing by either party to the other under any provisions of this Agreement shall become immediately payable;

14.5 Subject to 14.3, the Supplier shall be entitled to a proportion of the Fees based on the work done before termination, but will not be entitled to any other payment or compensation whatsoever;

14.6 each party shall immediately cease to use, either directly or indirectly, any Confidential Information, and shall destroy or return to the other party any documents in its possession or control which contain or record any Confidential Information;

14.7 neither party shall be under any further obligation to the other and;

14.8 the Supplier must no longer represent themselves as being connected with The Royal Society in respect of this assignment in any way.

15. Confidentiality

15.1 Each party to the Agreement shall at all times use its reasonable endeavours to keep confidential (and to ensure that its employees and agents shall keep confidential) the Confidential Information which it or they may acquire before or during the course of this Agreement and shall not disclose such Confidential Information except with the written consent of the other party.

15.2 The obligations of each of the parties contained in sub-clause 15.1 shall continue for 10 years.

15.3 It shall not be an infringement of this clause 16 for either party to disclose any Confidential Information if it is required to do so by any applicable law, or in connection with legal proceedings to which it is a party.

1. Events beyond the parties’ control (Force Majeure)

16.1 The Society has offered, and the Supplier has accepted the Agreement during the COVID-19 Pandemic and shall deliver Services as stated in Schedule 1 in accordance with UK Government Rules and Guidelines.

16.2 If the amendment of UK Government Rules and Guidelines has a real, or potential effect on the Supplier’s capacity to deliver the Services, the Supplier shall notify the Society immediately. The Parties will come to mutual agreement as to how to manage the impact of the changes or terminate the Agreement.

16.3 Neither party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by a Force Majeure Event.

16.4 A party experiencing a Force Majeure Event shall give the other party full particulars of the circumstances and use all reasonable endeavours to resume performance as soon as possible*.*

16.5 If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

1. Relationship of Parties

Nothing in this Agreement shall create, or be deemed to create, a partnership, the relationship of principal and agent, or the relationship of employee and employer between the parties.

18. No Waiver

No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

19. Severance

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

20. Entire Agreement

20.1 This Agreement contains the entire agreement between the parties and supersedes and replaces all previous agreements and understandings between the parties.

20.2 Each party acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty, pre-contractual statement or other provision except as expressly provided in this Agreement.

21. Non – Assignment

21.1 The Supplier may not assign the benefit or burden of this Agreement without the prior written consent of the Society.

22.2 The Supplier may only sub-contract performance of its obligations under this Agreement as agreed in writing by the Society.

22. Third Party Liability

22.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

23. Notices and Services

23.1 All notices to be given under this Agreement by either party to the other shall be in writing and shall either be delivered personally or sent by first class, or email

#### 23.2 Any personally delivered notice shall be deemed received on the day it was delivered if it was delivered on a working weekday before 5.00pm, and otherwise on the next working day. Any notice sent by first class post shall be deemed received five business days after the date of posting.

23.3 All notices to be given under Sub-clause 23.1 shall be delivered to the other party:

* + 1. in the case of the Society, to its registered or principal office; or email [insert email address] and Procurement@royalsociety.org
		2. in the case of the Supplier, to their last known residential address or email [insert email address]

or to such other address as may be notified to either party by the other party in writing from time to time.

24. Applicable Law and Jurisdiction

24.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

24.1 The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

**AS WITNESS** by the signatories belowthis Agreement has been duly executed as detailed above

**SIGNED** by <<Insert name and position of person signing for Company>> for and on behalf of **The Royal Society**

Signature:

Date:

**SIGNED** by <<Insert Consultant's Delegate's name and position>> For and on behalf of **[Insert company name]**

Signature:

Date:

# SCHEDULE 1 - THE SERVICES/GOODS

**1. BACKGROUND OF THE ROYAL SOCIETY AND THE PROJECT/PROGRAMME**

[The Royal Society](https://royalsociety.org) is the national academy for science in the UK. It is a self-governing Fellowship of many of the world’s most distinguished scientists who are elected based on their scientific work. The Society is over 350 years old and its Fellowship includes names such as Newton, Darwin and Hawking as well as current names such as Uta Frith, Julia Higgins, Sir Venki Ramakrishnan and current Royal Society President Sir Adrian Smith. The Fellowship embraces the work of discovery scientists and applied scientists and covers the full range of scientific disciplines.

**2. DESCRIPTION OF SERVICES**

Please refer to the ITT Brief at Attachment 1

**3. TIME FOR COMPLETION OF SERVICES**

3.1 The Supplier shall complete the Services detailed in Item 2 in accordance with the below timeframe.

|  | **KEY STAGE/PHASE** | **DELIVERABLE**  | **DATE DUE** |
| --- | --- | --- | --- |
| 1 |  |  | DD Month YYYY |
| 2 |  |  | DD Month YYYY |
| 3 |  |  | DD Month YYYY |
| 4 |  |  | DD Month YYYY |

3.2 Fees will only be payable upon satisfactory delivery of the outputs.

**4. FEES**

4.1 The Society shall pay the Supplier’s fees in accordance with clause 4 of the Agreement and upon satisfactory delivery of milestones at Item 3.1, Schedule 1.

|  | **KEY STAGE/PHASE** | **SOCIETY’S PURCHASE ORDER NO.** | **DATE FEES DUE** | **FEES** (VAT EXCLUSIVE) |
| --- | --- | --- | --- | --- |
| 1 |  | [XXXXX] | DD Month YYYY | £0.00 |
| 2 |  | [XXXXX] | DD Month YYYY | £0.00 |
| 3 |  | [XXXXX] | DD Month YYYY | £0.00 |
| 4 |  | [XXXXX] | DD Month YYYY | £0.00 |
| 5 |  | [XXXXX] | DD Month YYYY | £0.00 |
| 6 |  | [XXXXX] | DD Month YYYY | £0.00 |
|  | Sub-Total Agreement Amount(VAT Exclusive) | £0.00 |
|  | VAT Amount (If appliable) | £0.00 |
|  | **Total Agreement Amount (VAT Inclusive)** | **£0.00** |

4.2 The Royal Society shall pay invoices on a 30-day payment terms subject to the receipt of a valid invoice quoting the provided Purchase Order (PO) Number and emailed to finance.scan@royalsociety.org in PDF format.

**5.** **HEALTH & SAFETY REQUIREMENTS** [Delete if Supplier is not accessing our building]

The Royal Society recognises and accepts its duty to protect the health and safety of all visitors to Carlton House Terrace. The Society does however expect Suppliers to take reasonable care of their own and other people’s welfare whilst carrying out this assignment and to report any situation which may pose a threat to the well being of any other person.

All injuries, however small, sustained by the Supplier in the course of this assignment must be reported, in London to the Facilities Manager to the Health & Safety Officer by emailing Facilities@royalsociety.org. Accident records are crucial to the effective monitoring and revision of the policy and must therefore be accurate and comprehensive.

Managers within the Society that commission suppliers are responsible for ensuring that Health & Safety Policy is not compromised and that the Supplier is adequately briefed in line with their duties.

**ANNEXURE 2 – SPECIAL CONDITIONS**

[IN THE CASE WEHER THE SUPPLIER MAY SEEK AMENDMENTS TO THE SOCIETY’S TEMPLATED TERMS AND CONDITIONS, PLEASE DISCUSS WITH PROCUREMENT BEFORE AGREEMENT AND SPECIAL CLAUSES MAY BE AGREED VIA NEGOTIATON.

PLASE NOTE THAT ANY COSTS INCURRED THROUGH THE ENGAGEMENT OF THE SOCIETY’S LEGAL ADVISORS WILL BE AT THE COST OF THE SECTION]