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Liverpool John Moores University

*Commercial in Confidence*

**Framework Agreement for Photography Services**

Contract Reference - LJMU 2316

Invitation to Tender Return date- **12 NOON on Monday 4th September 2023**

Contract Duration - The framework agreement will run for 3 years and will include an option to extend on a 1+1 basis, meaning a potential maximum duration of five years (subject to spend via the established framework).

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Dear Sir/Madam,

**Invitation to Tender – LJMU 2316 Photography Services**

You are invited to tender for the provision of a **Framework Agreement for Photography Services** for Liverpool John Moores University, details of which are provided in the following Invitation to Tender (ITT) documentation. Please ensure that all relevant tender sections are completed and that you follow the enclosed instructions.

The deadline for submitted tenders is **12 NOON on Monday 4th September 2023.** Email submissions will be rejected.

Any clarification requests must be made a minimum of 5 working days prior to the tender submission date through the In-Tend portal (last date for requests **12:00 NOON – Monday 28th August 2023)** All questions must be directed through the system – contact via email will not be responded to.

LJMU does not undertake to accept the lowest or any offer.

|  |  |
| --- | --- |
| Company Name | *Insert company name* |
| Company Address | *Insert company address* |
| Contact Name | *Insert contact name* |
| Contact Email Address | *Insert contact email address* |

Tenderer Information – *Please complete the below with your submission*

I, ……………………………………………………………………. *(print name)* confirm that all detail added into this ITT document submission is accurate, true, and can be evidenced so if clarifications are required post tender return. I understand that any information provided within your tender response that is proven to be untrue can lead to your bid being deemed uncompliant and subsequently being disqualified from this tender exercise.

Yours faithfully,

LJMU Procurement Services

# Part One – Framework Details and Procedure

## LJMU Background Information

Liverpool John Moores University is a distinctive, unique institution, rooted in the Liverpool City Region but with a global presence.

With a heritage that stretches back to 1823, LJMU is now one of the largest and well-established universities in the UK and celebrates our bicentenary in 2023.

Our students and staff, past, present, and future, are the beating heart of our city and can be found in every corner of every industry and community. We couldn’t exist anywhere else and have shaped this place we belong to.

Working with the people of our city to improve lives and support communities is at the heart of why we were founded and why we exist today. Growing and supporting our community is a commitment to work in partnership on an inclusive and positive future for all of those around us.

The world is changing at incredible speed, and we believe our mission is to develop exciting, brave, resilient people and embrace effective, impactful change.

**1.2 Framework Overview** (please also refer to *Appendix A*)

It is the intention to create a framework agreement for Photography Services for LJMU with a minimum of three companies appointed. The total estimated spend over the duration of the framework agreement is £100,000.00, however there is no guarantee that spend will match this figure.

The framework agreement will run for three years initially and will include an option to extend on a 1+1 basis, meaning a potential maximum duration of five years. All projects shall be priced and agreed by LJMU before work commences.

The Photography framework will provide LJMU with suppliers who can deliver, in scope, full Photography Services primarily for the Corporate Communications and Marketing departments, however the services may be required elsewhere across the University on an ad-hoc and/or case-by-case basis.

**Part Two – The Tendering Process**

## Tendering Process

Liverpool John Moores University will from now on be referred to as “LJMU” or the “Authority” for the purpose of these documents.

“Tenderer” is the person, firm or company responding to this Invitation to Tender by submitting a Tender for the consideration of LJMU. The successful Tenderer(s) will be required to work closely with LJMU to ensure the satisfactory management of any resulting agreement.

The main point of contact for the duration of this exercise is:

Katherine Orme

Deputy Procurement Manager

However, enquiries relating to this tender exercise must be submitted via the In-Tend portal and not via email or any other means of communication.

**If you are interested in submitting a bid for this framework, please register on the In-Tend portal –**

<https://in-tendhost.co.uk/ljmu>

### **Duration and Compliance**

The framework agreement will run for three years and will include an option to extend on a 1+1 basis, meaning a potential maximum duration of five years. Extension will be subject to satisfactory performance and spend levels through the framework agreements initial term.

Prior to commencing formal evaluation, Tender Responses will be checked to ensure they are fully compliant with the Conditions of the Framework Agreement and meet the mandatory elements contained within the documents. Non-Compliant Tender Responses will be rejected by the Authority. Tender Responses which are deemed by the Authority to be fully compliant will proceed to evaluation. (Please see specification – Appendix A)

### **Completing the Framework Agreement documents**

In your response to LJMU questions/requirements, please do not:

* Reference your answers from one response to another, even where there is commonality
* Include publicity material of any kind in isolation, e.g., brochures and web references (unless requested)
* Include any embedded document or use Adobe and similar text packaging

Except where you are required to complete an Annex or attachment, your responses to the questions/requirements must be provided below the question or requirement statement, they must be concise and contain all the key facts you wish to articulate.

### **The Evaluation Panel**

The evaluation will be undertaken by LJMU staff. The provisional evaluation panel for this agreement is:

|  |  |  |
| --- | --- | --- |
| Name | Job Title | Department |
| Geoff Scott | Brand and Design Manager | Corporate Communications and Stakeholder Relations |
| Colette Quail | Office Manager | Corporate Communications and Stakeholder Relations |
| Neil Grant | Visual Media Coordinator | Corporate Communications and Stakeholder Relations |
| Katherine Orme | Deputy Procurement Manager | Finance |

Members may evaluate part, all, or none of the submissions.

### **Selection Criteria**

Selection criteria are designed to check that potential service providers meet or exceed the university’s standards. Selection criteria are of a pass / fail nature or have weighted importance; if a tenderer fails against any one pass/fail selection criterion, then grounds exist to exclude that tender from further consideration. For example:

* Law, Regulation and Systems - as defined within the questionnaire including quality systems, health and safety, corporate responsibility, diversity and equality, invoicing and payment and your environmental systems
* Experience including Existing Agreements.
* Applicant Capacity & Capability

## Mandatory Requirements

Responses will be checked to ensure that all questions have been addressed and that all documents requested have been attached. In the event that a Tenderer does not provide a positive response to one or more of the questions, or a detailed reason as to why a positive response cannot be given; the Authority will either exclude the Tenderer from further participation in the selection process or, at its discretion, may seek clarification. In the case of the latter, a failure by the Tenderer to provide a satisfactory response within the deadline specified in the request for clarification may result in its disqualification from the selection process. When Tenderers fail to provide documents where requested; the Authority may either exclude the Tenderer from further participation in the selection process or, at its discretion, may make a further request for copies.

The following Mandatory Requirements are treated on a pass or fail basis. Failure to complete these, or complete them satisfactorily, will result in disqualification. These include:

|  |  |
| --- | --- |
| Tenderer Selection Criteria | Total Maximum Points Available |
| Insurances | Evidence of insurance cover as per the SQ – Selection Criteria |
| Supplier Questionnaire | Completion Mandatory – fail if not completed |

**2.7 Framework Call-Off**

This tender exercise is to form a framework of suppliers who are capable of providing Photography Services for LJMU over the length of the contract.

The Contracting Authority are looking to appoint a minimum of four and maximum of five suppliers onto the framework from this tender exercise.

Following the appointment of the suppliers onto the framework, requirements will be on a case-by-case basis. Appointment for each requirement will be dependent upon the supplier’s availability to complete the work on that date(s) and the type of expertise/requirement of the job in question. All suppliers on the framework are guaranteed that they will receive work through LJMU and this agreement.

There will be situations throughout the length of this agreement where multiple suppliers are required at one time, either for one requirement or on multiple requirements running simultaneously.

## Part Three - Award Criteria

Tenderers who meet the standards of the Tenderer Selection Criteria and therefore have the capacity to serve LJMU will then be scored against the award criteria. It is this criterion that informs the decision for the award of the Agreement. The following award criteria will be used:

*Please note, for a bidder to be invited to clarification interview, the non-price score must be higher than the full lifecycle costings score. Failure to do so, will exclude the bidder from further participation in the procurement exercise.*

|  |  |
| --- | --- |
| **Award Criteria** | **Weighting** |
| **Price** | **15%** |
| **Scenario Pricing** | **15%** |
| **Quality**  Expertise (including but not limited to)   * Creative capabilities * Creative Portfolio   Account Management  Post-Production | **70%**  45%  15%  10% |
| Equipment | Information only |
| **Total** | **100%** |

LJMU will evaluate all Tenders on the basis of the “most economically advantageous Tender”. The Tenderer with the highest total weighted score will be considered the “most economically advantageous Tender”.

### **Part Four - Scoring Scheme**

Tenderers are to respond to all questions specified. The responses will be scored (as below) and weighted as defined on the specific questions with the total weighted score carried forward to the total.

|  |  |  |
| --- | --- | --- |
| **Score** | **Judgement** | **Performance** |
| **5** | **Excellent** | Meets all The Authority’s requirements in the area being measured in accordance with the tender documents, so that the service will be delivered in an excellent manner, that will be highly responsive to the needs of the university. |
| **4** | **Very Good** | Meets the Authority’s requirements in the area being measured well, although not completely in one or two aspects, but still so that the services will be delivered in a very good standard that will be responsive to the needs of the university. |
| **3** | **Good** | Meets The Authority’s requirements and standards in the areas being measured well, but not completely in some aspects, but still so that the services will be delivered well and in a way that is reasonably responsive to the needs of the University. |
| **2** | **Satisfactory** | Meets The Authority’s requirements in the area being measured in the majority of aspects, but fails in some fundamental aspects, so that there will be only satisfactory arrangements for the services. |
| **1** | **Unsatisfactory** | Meets the Authority’s requirements in the area being measured in some minor aspects, but fails in the majority of aspects, so that there will be unsatisfactory arrangements for the services. |
| **0** | **Abysmal** | Either no answer is given, or the Tenderer’s proposals in that area completely fail to meet The Authority’s requirements in the area being measured, or do not answer the question raised. |

## Part Five - Instructions to Tenderers

5.1 Communication must be via the “In-Tend” system.

### 5.2 Tenders must be based on the Specification contained within this Framework Agreement Document.

#### 5.3 You must insert your responses in the appropriate places and must not amend any of the existing text in any way. Any amendment to the existing text of the Framework Agreement may result in the rejection of your Tender.

#### 5.4 All costs incurred in relation to preparing and submitting a bid are to be borne by the Tenderer.

#### 5.5 You are advised that nothing herein or in any other communication made between LJMU or its Agents and any other Party, or any part thereof, shall be taken as constituting a Contract, Agreement or representation between LJMU other Party (save for a formal award of Contract made in writing by or on behalf of LJMU) nor shall they be taken as constituting a Contract, Agreement or representation that a Contract shall be offered in accordance herewith or at all.

#### 5.6 Tenders should include all completed documents and appendices (identified with the Tenderer’s Company / Organisation name). In addition, this Tender response document must be saved in MS Word and identified with your Company / Organisation name followed by the document name.

#### 5.7 The closing date for this tender is **Monday 4th September 2023.**

5.8 These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information requested in the format and order specified.

5.9 If you have any doubt as to what is required from this process, please submit your query via the Intend system.

5.10 Tenderers should read the instructions carefully before completing the Framework Agreement documentation. Failure to comply with these requirements for completion and submission of the Framework response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the agreement. These instructions constitute the Conditions of Framework Agreement. Participation in this process automatically signal that the Tenderer accepts these Conditions of Participation.

### 5.11 All material issued in connection with this Framework Agreement shall remain the property of the Authority and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Authority or securely destroyed by the Tenderer (at the Authority’s option) at the conclusion of the procurement exercise.

#### 5.12 The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.

#### 5.13 The Tenderer shall not make contact with any other employee, agent or consultant of the Authority who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Authority.

#### 5.14 The Authority shall not be committed to any course of action as a result of:

##### Issuing this Framework Agreement or any invitation to participate in this procurement exercise;

##### an invitation to submit any Response in respect of this procurement exercise; communicating with a Tenderer or a Tenderer’s representatives or agents in respect of this procurement exercise; or

##### Any other communication between the Authority (whether directly or by its agents or representatives) and any other party.

#### 5.15 Tenderers shall accept and acknowledge that by issuing this Framework Agreement the Authority shall not be bound to accept any Tender and reserves the right not to conclude an Agreement.

#### 5.16 The Authority reserves the right to amend, add to or withdraw all or any part of this Framework Agreement at any time during the procurement exercise.

#### A completed Tender will comprise of all the documents, completed, listed in Appendix F – Aide Memoir of this Invitation to Tender.

#### The content[s] of the above Sections and Appendices will be used, if your Organisation is successful in this Tender process, to form the Agreement.

* 1. Conditions of Contracts can be found at Appendix E.

#### The contents of this Framework Agreement are being made available by the Authority on condition that:

##### Tenderers shall at all times treat the contents of the Framework Agreement and any related documents (together called the ‘Information’) as confidential, save in so far as they are already in the public domain

##### Tenderers shall not disclose, copy, reproduce, distribute, or pass any of the Information to any other person at any time or allow any of these things to happen

##### Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and

##### Tenderers shall not undertake any publicity activity within any section of the media.

#### Tenderers may disclose, distribute, or pass any of the Information to the Tenderer’s advisers, sub-contractors or to another Person provided that either:

##### This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or

##### The Tenderer obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of Information; or

##### The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Framework Agreement arising from it; or

##### The Tenderer is legally required to make such a disclosure.

#### In paragraphs 9.1 and 9.2 above the definition of ‘Person’ includes but is not limited to any Person, firm, body or association, corporate or incorporate.

#### The Authority may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Authority may make any of the documents available for private inspection by its officers, employees, agents or advisers. The Authority also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer.

#### Your Agreement should remain open for acceptance for a period of 90 days from the date of submission. A Tender valid for a shorter period may be rejected.

#### Set out below is the proposed procurement timetable. This is intended as a guide and

#### whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any stage.

|  |  |
| --- | --- |
| Contracts Finder Advert Placed | Friday 4th August 2023 |
| Deadline to raise clarification queries | 12 NOON Monday 28th August 2023 |
| Closing date for receipt of tenders | 12 NOON Monday 4th September 2023 |
| Clarification Interviews (if necessary) | TBC |
| Contract Award | Friday 22nd September 2023 |

#### 5.26 Unless otherwise stated in these instructions or in writing from the Authority, all communications from Tenderers (including their sub-contractors, Consortium members, consultants, and advisers), during the period of this procurement exercise, must be directed via the ‘In-Tend’ portal.

5.27 All communications should be clearly headed – **LJMU 2316– Framework Agreement for Photography** include the name, contact details and position of the person making the communication.

5.28 Tenderers must advise LJMU indicating that they intend to submit a Framework Agreement and be bound by the conditions of the Agreement and return it by **12 NOON Monday 4th September 2023.**

5.29 In the event that a Tenderer subsequently does not wish to participate further in this procurement exercise, the Tenderer should advise LJMU via the “In-Tend” system you are registered on.

#### Tenderers must obtain for themselves at their own responsibility and expense all

#### information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their tender and all other stages of the selection and evaluation process. Under no circumstances will the Authority or any of their advisers be liable for any expenses or costs borne by Tenderers, sub-contractors, or advisers in this process.

#### Tenderers are required to complete and provide all information required by the Authority in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the conditions and the Invitation to Tender may lead the Authority to reject a Tender Response.

#### The returned bid should contain all the original parts of the Framework Agreement together with all the supporting documentation. The Framework Agreement documents must not be altered by the Tenderer in any way. The Framework Agreement document should be returned as per the Instructions.

#### Intend, including all sections that require signature and or / completion. Any modification considered necessary by the Tenderer should be detailed in a separate letter accompanying the Tender, failure to use the LJMU Framework Agreement documents will invalidate the Tender. Tenders may not be considered if the complete information called for is not provided at the time of Tendering. The Tenderer should quote the Framework Agreement reference number on any supporting papers submitted with the Framework Agreement.

#### Tender submissions should be submitted via the ‘in-Tend’ portal.

#### If you submit your response through the wrong channels, or submit a late or incomplete response, LJMU will NOT be able to evaluate your Tender.

#### Tenders may be submitted any time before the closing date.

#### Tenders received after this time will be rejected

#### The Authority at its absolute own discretion extend the closing date and the time for receipt of Tenders specified.

#### The Tender and any documents accompanying it must be in the English language.

#### Price and any financial data provided must be submitted in, or converted into, pounds sterling (GBP).

#### The Authority does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

#### Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any of its officers or members concerning the establishment of the Agreement or who indirectly obtains or attempts to obtain further information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

#### All Tenderers must complete Appendix G – Declarations of Interest – LJMU Board of Governors and LJMU Staff.

#### Whilst the information in this Framework Agreement, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive, nor has it been independently verified.

#### Fixes or adjusts to the amount of its Tender by or in accordance with any agreement or arrangement with any other party: or

##### communicates to any party other than the Authority or the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or

##### Enters into any agreement or arrangement with any other party shall refrain from submitting a tender; or

##### Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted: or

##### offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any part for doing, or having done or causing or having caused to be done in shall (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by at Tenderer may attract) be disqualified.

#### The Framework Agreement is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the Agreement or any other Contractual Agreement.

#### The Authority shall be under no obligation to accept the lowest or any tender.

#### The Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.

#### No further requests for clarification will be accepted after **12 NOON on Monday 28th August 2023**.

#### Clarification requests should be submitted via the “In-Tend” system.

#### In order to ensure the equality of treatment of Tenderers, the Authority intends to publish the questions and clarifications raised by Tenderers together with the Authority’s responses (but not the source of the questions) to all participants on a regular basis.

#### Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and the Authority’s response, the Authority will:

##### Invite the Tenderer submitting the query, to de-classify the query and allow the query along with the Authority’s response to be circulated to all Tenderers; or

##### Request the Tenderer, if it still considers the query to be a commercially confidential nature, to withdraw the query.

#### The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers the answer to that request would or would be likely to prejudice its commercial interests.

#### All those Tenderers who have registered their interest will also receive updates of the clarifications received, along with an answer from the Authority.

#### Any Tender received at the designated point after the deadline for receipt of Tenders at **12 NOON Monday 4th September 2023** will be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

#### The Authority reserves the right to reject or disqualify a Tenderer where:

##### The Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of serious misrepresentation in supplying any information required in this document; or expression of interest; or Tenderer Selection criteria; and/ or

##### The Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; the Tenderer Selection criteria and / or the Tender process; and / or

##### There is a change of identity, control, financial standing or other factor impacting on the selection and / or evaluation process affecting the Tenderer.

#### The Authority reserves the right to:

##### Amend the terms and conditions of the Framework Agreement process

##### Cancel the evaluation process at any stage and / or:

##### Require the Tenderer to clarify its Tender in writing and / or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected)

#### The Contractor recognises that LJMU has a legal and moral commitment to ensuring that LJMU, through its staff, associates, agents, service providers and suppliers, conducts its business in accordance with the highest standards of ethical behaviours, transparency, and probity. The Contractor shall, upon the request of the LJMU, provide evidence of the steps the Contractor is taking to ensure that slavery and human trafficking is not taking place in any part of the Contractor’s own business or supply chain in accordance with the provisions of the Modern Slavery Act 2015. Both LJMU and the Contractor agree that, in satisfying the requirements of this clause 25 that LJMU shall not accept a statement that the Contractor has taken no such steps as evidence that the Contractor has complied with the obligations of the Modern Slavery Act 2015. (Please refer to Appendix H)

# Part Six – Selection Criteria

|  |  |  |
| --- | --- | --- |
| **Selection Questionnaire** | | |
| **Please answer the following questions in full.** Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration. | | |
| **Section 1** | **Potential Supplier Information** | |
| **Question no.** | **Question** | **Response** |
| **1.1 (a)** | Full name of the potential supplier submitting the information |  |
| **1.1 (b) – (i)** | Registered office address (if applicable) |  |
| **1.1 (b) – (ii)** | Registered website address (if applicable) |  |
| **1.1 (c)** | Trading Status:   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| **1.1 (d)** | Date of registration in country of origin |  |
| **1.1 (e)** | Company registration number (if applicable) |  |
| **1.1 (f)** | Charity registration number (if applicable) |  |
| **1.1 (g)** | Head office DUNS number (if applicable) |  |
| **1.1 (h)** | Registered VAT number |  |
| **1.1 (i) - (i)** | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes  No  N/A |
| **1.1 (i) - (ii)** | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| **1.1 (j) - (i)** | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes  No  N/A |
| **1.1 (j) - (ii)** | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| **1.1 (k)** | Trading name(s) that will be used if successful in this procurement |  |
| **1.1 (l)** | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| **1.1 (m)** | Are you a Small, Medium or Micro Enterprise (SME)? | Yes  No |
| **1.1 (n)** | Details of Persons of Significant Control (PSC), where appropriate:   * Name; * Date of birth; * Nationality; * Country, state or part of the UK where the PSC usually lives; * Service address; * The date he or she became a PSC in relation to the company (for existing companies 6 April 2016 should be used); * Which conditions for being a PSC are met; * Over 25% up to (and including) 50%, * More than 50% and less than 75%, * 75% or more.   (Please enter N/A if not applicable) |  |
| **1.1 (o)** | Details of immediate parent company:   * Full name of the immediate parent company * Registered office address (if applicable) * Registration number (if applicable) * Head office DUNS number (if applicable) * Head office VAT number (if applicable)   (Please enter N/A if not applicable) |  |
| **1.1 (p)** | Details of ultimate parent company:   * Full name of the ultimate parent company * Registered office address (if applicable) * Registration number (if applicable) * Head office DUNS number (if applicable) * Head office VAT number (if applicable)   (Please enter N/A if not applicable) |  |
| Please note: A criminal record check for relevant convictions may be undertaken for the preferred Tenderers and the persons of significant in control of them. | | |

|  |  |  |
| --- | --- | --- |
| Please provide the following information about your approach to this procurement: | | |
| **Section 1** | **Bidding model** | |
| **Question no.** | **Question** | **Response** |
| **1.2 (a) - (i)** | Are you bidding as the lead contact for a group of economic operators? | Yes  No  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| **1.2 (a) - (ii)** | Name of group of economic operators (if applicable) |  |
| **1.2 (a) - (iii)** | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| **1.2 (b) - (i)** | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes  No |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **1.2 (b) - (ii)** | | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes/No) |  |  |  |  |  | | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  | | | |
| **Contact details and declaration**  I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.  I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.  I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.  I understand that LJMU may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.  I am aware of the consequences of serious misrepresentation. | | | | |
| **Section 1** | | **Contact details and declaration (not scored)** | | |
| **Question no.** | | **Question** | | **Response** |
| **1.3 (a)** | | Contact name | |  |
| **1.3 (b)** | | Name of organisation | |  |
| **1.3 (c)** | | Role in organisation | |  |
| **1.3 (d)** | | Phone number | |  |
| **1.3 (e)** | | E-mail address | |  |
| **1.3 (f)** | | Postal address | |  |
| **1.3 (g)** | | Signature (electronic is acceptable) | |  |
| **1.3 (h)** | | Date | |  |

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| **Part 2: Exclusion Grounds** | | |
| Please answer the following questions in full. Note: every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration. | | |
| **Section 2** | **Grounds for mandatory exclusion** | |
| **Question no.** | **Question** | **Response** |
| **2.1(a)** | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation have been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
|  | Participation in a criminal organisation. | Yes  No  If Yes please provide details at 2.1(b) |
| Corruption. | Yes  No  If Yes please provide details at 2.1(b) |
| Fraud. | Yes  No  If Yes please provide details at 2.1(b |
| Terrorist offences or offences linked to terrorist activities | Yes  No  If Yes please provide details at 2.1(b |
| Money laundering or terrorist financing | Yes  No  If Yes please provide details at 2.1(b |
| Child labour and other forms of trafficking in human beings | Yes  No  If Yes please provide details at 2.1(b |
| **2.1(b)** | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| **2.2** | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) | Yes  No |
| **2.3(a)** | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes  No |
| **2.3(b)** | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |
| Please Note: LJMU reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions | | |

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| --- | --- | --- |
| **Section 3** | **Grounds for discretionary exclusion** | |
| **Question no.** | **Question** | **Response** |
| **3.1** | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| **3.1(a)** | Breach of environmental obligations? | Yes  No  If Yes please provide details at 3.2 |
| **3.1 (b)** | Breach of social obligations? | Yes  No  If Yes please provide details at 3.2 |
| **3.1 (c)** | Breach of labour law obligations? | Yes  No  If Yes please provide details at 3.2 |
| **3.1(d)** | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes  No  If Yes please provide details at 3.2 |
| **3.1(e)** | Guilty of grave professional misconduct? | Yes  No  If Yes please provide details at 3.2 |
| **3.1(f)** | Entered into agreements with other economic operators aimed at distorting competition? | Yes  No  If Yes please provide details at 3.2 |
| **3.1(g)** | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes  No  If Yes please provide details at 3.2 |
| **3.1(h)** | Been involved in the preparation of the procurement procedure? | Yes  No  If Yes please provide details at 3.2 |
| **3.1(i)** | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes  No  If Yes please provide details at 3.2 |
| **3.1(j)**  **3.1(j) - (i)** | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria. | Yes  No  If Yes please provide details at 3.2 |
| **3.1(j) - (ii)** | The organisation has withheld such information. | Yes  No  If Yes please provide details at 3.2 |
| **3.1(j) –(iii)** | The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015. | Yes  No  If Yes please provide details at 3.2 |
| **3.1(j)-(iv)** | The organisation has influenced the decision-making process of LJMU to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to have negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes  No  If Yes please provide details at 3.2 |
| **3.2** | If you have answered Yes to any of the above, explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) |  |

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| --- | --- | --- |
|  | **Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015** | |
| **Question no.** | **Question** | **Response** |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes  N/A |
| **7.2** | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes  Please provide relevant the url    No  Please provide an explanation |

# Part Seven – Award Criteria

# Price - 30% overall tender weighting

The price (s) quoted must be inclusive of all costs relating to the performance of the contract for the provision of the services proposed, including any charges for expenses and delivery to any of the LJMU premises across the Liverpool City Region. Prices must be exclusive of UK Value Added Tax (VAT).

Please provide hourly rates below, prices should be inclusive of the following – **(15%** **Weighting)**

* Preparation before photography session
* Photography sessions
* Image processing and electronic delivery to client
* Notice period for cancellation

|  |  |  |
| --- | --- | --- |
| Rate | Cost | Description of Rate |
| Hourly Rate | **(Insert cost here exclusive of VAT)** | Insert description here |
| ½ Day Rate (based on 3.5 hours) | **(Insert cost here exclusive of VAT)** | Insert description here |
| Day Rate (based on 7 hours) | **(Insert cost here exclusive of VAT)** | Insert description here |

Scenario pricing - please provide typical costs for the three scenarios listed below – **(15%** **Weighting)**

**Scenario 1 – event/press photos**

A conference is being held from 9am – 4pm for academics on campus. The event planners need an individual photographer to capture images from the event for use in their marketing materials, as well as our comms team.

In total the following shots would be needed:

* Group/individual shots of keynote speakers
* Shots of each keynote speaker during their presentation
* Shots of senior management attending the event
* Candid shots delegates interacting during the networking session

The comms team need images from the event before the end of the working day for our social media channel and a web article.

The full set of images would be needed withing 5 working days.

**Cost: £(insert cost here exclusive of VAT)**

**Scenario 2 – student recruitment cycle photoshoot**

Marketing and comms teams need shots of a diverse range of students for the upcoming recruitment cycle – to use in printed materials such as the prospectus, billboards and brochures, as well as social media, website and paid ad campaigns. The shoot will need an individual photographer to coordinate, liaise and work with students in the city centre and nearby campus locations over the course of a working day.

The following shots would be needed:

* Candid shots of students in a variety of locations on campus and in visually interesting spots around the city
* Students engaged in social activities on campus
* Students engaged in learning activities on campus – libraries, labs and other teaching spaces
* Shots of individual students
* Shots with smaller groups of students interacting
* Shots of the full group [usually no more than 6 or 7] of students interacting

The photos would need to be suitable for a range of professional quality marketing materials, so images would need to be corrected if necessary and colour graded before sending to the design studio.

**Cost: £(insert cost here exclusive of VAT)**

**Scenario 3 – senior staff portraits**

The university needs an individual photographer to capture an updated gallery of portraits of its senior management team. The formal portraits will take place over a two hour window in a room on-campus. The shoots around the city are 5 x 1 hour shoots on different days at different locations.

Two sets of portraits are required:

* studio style portraits with professional lighting and backdrop
* casual portraits in a range of settings, indoor and outdoor, around the university/region

All portraits would need to be corrected as necessary, professionally colour graded and ready for use in a range of high quality marketing materials.

**Cost: £(insert cost here exclusive of VAT)**

**Part Eight– Non-Price Related Criteria – 70% overall tender weighting**

The quality and merit of each tenderer’s proposal shall be evaluated through their responses to the below questions. The total overall weighting of this section shall account for 70% of the total tender score. Each question has been provided with a weighting which equates to the total weighted score for this section.

Please note that all responses should be inserted into the space below each question. Responses that refer to an attachment will not be evaluated unless specifically requested with zero marks being awarded for that question. A separate creative portfolio is required.

|  |  |
| --- | --- |
| **4.1** | Creative Expertise  **PART ONE:** Please provide a detailed method statement outlining your expertise for this project in the box below. Your response should include the following but not limited to:  creative capabilities including a copy of your portfolio – to show examples of portrait photography, event photography, location photography and product/facility photography   **PART TWO:** Please attach a separate portfolio of your work as a PDF file – showing a range of your photography that represents the examples mentioned above.  **(45% weighting)**  Word count – no more than 1,000 words |
| *Insert part one response* | |

|  |  |
| --- | --- |
| **4.2** | Account Management - Provide your outline approach to account management, please include details of start of job through to delivery, please include details of but not limited to quotes, delivery and communications. **(15% weighting)**  Word count – no more than 500 words |
| *Insert response* | |

|  |  |
| --- | --- |
| **4.3** | Please outline your processes for post-production **(10% weighting)**  Word count – no more than 500 words |
| *Insert response* | |

|  |  |
| --- | --- |
| **4.4** | Please provide a list of your photography equipment **(for Information Only)** |
| *Insert info* | |

## Appendix A – Specification - Key Elements required for Photography Services

**Framework Guidelines**

Please note, if you are one of the successful bidders and are placed onto the framework, this does not guarantee regular work. There is no guaranteed expenditure under this agreement.

We may at LJMU discretion appoint up to five suppliers onto the Photography Services Framework dependent on skills, expertise, experience, and technical efficiency.

The framework agreement will run for three years and will include an option to extend on a 1+1 basis, meaning a potential maximum duration of five years. Extension will be subject to satisfactory performance and spend levels through the framework agreement.

Unless a Mini Competition is carried out, the prices offered by the Tenderer to LJMU for Services under this framework shall be the prices listed in Part 3 paragraph 3.2 of this document.

**Scope of Requirement**

It is the role of the Corporate Communications team to tell the story of how LJMU transforms lives and futures and places our students at the heart of everything we do. We are a professional communications team responsible for developing and delivering effective multi-platform communications activity to our students, staff and diverse range of external stakeholders.

We do this using our expertise across internal communications, media relations, social media, brand and design, website, public affairs, stakeholder relations and event management. The team has overall responsibility for LJMU’s visual identity and tone of voice to ensure that our communications are clear, consistent and impactful.

Our team is at the heart of our students’ journey at LJMU; from organising their welcome and engaging with them throughout their time at university, to enabling them to celebrate their achievements at graduation and staying connected as alumni.

LJMU is a community of truly extraordinary staff and students; they are the people who make LJMU the unique institution it is and it is our job to tell their stories every day. We are looking for photographers who can help us bring these stories to life through engaging imagery.

It is the intention to create a framework agreement for Photography Services for LJMU. This scope of works outlines the requirements for the provision of a photography framework with multiple suppliers.

The total estimated spend over the duration of the agreement is £100,000, all projects shall be priced and agreed by LJMU before work commence.

The Photography framework will provide LJMU with suppliers who can deliver in scope full Photography services for Corporate Communications and Student Recruitment. Whilst we will welcome submissions from agencies, this must be one individual put forward for the length of the contract. The responses to the quality questions must be the individual’s response and their portfolio – not a portfolio evidencing work from a range of photographers within the agency. The name of the individual must be the part of the tender submission.

LJMU relies upon each supplier being able to deliver the most appropriate service across all areas of photography including, but not limited to:

* Scoping project and brief development
* Portrait photography – location and studio style, posed and candid
* City event shoots e.g. festivals, parades, exhibitions – some during evening hours and over weekends
* LJMU event photography – e.g. open days, graduation, public lectures, degree shows
* Conferences and exhibitions
* Product photography – merchandise etc
* General location shoots – campus/city/facilities etc

Depending on the requirement some of these jobs will require a faster turnaround time – e.g. the following day for press/social media coverage, or longer for images that require some post-processing, for printed brochures etc.

We may also require a photographer at short notice for ad-hoc and last minute requirements. Due to this, if a supplier is available for an ad-hoc job we would expect that they could be on an LJMU site within one hour.

**Key Responsibilities**

* Be self-motivated and able to work within agreed deadlines
* To provide imagery suitable for a range of marketing channels: print, web, social etc.
* Follow LJMU photography style guidelines
* To assist in coordination and direction of shoots – performing recces, managing subjects, meeting LJMU representatives and coordinating shoots in a timely and professional manner
* Be able to shoot high quality imagery in a range of environments and situations – e.g. sporting events, low light conditions etc.
* Ability to art direct and also take direction, working directly with project coordinator
* To keep abreast of current photography styles and trends within the sector
* To maintain a consistent and organised work-flow and meet project-specific deadlines
* Ensure permissions and consent have been obtained from all photography subjects
* To use your own photographic equipment to deliver images of a quality required by the project specification
* Post-processing of images as required by each project: selecting, cropping, colour grading and archival
* Regular communications with project coordinator and relevant parties, informing them of project development, potential issues and solutions, delivery etc
* Meta-tagging of imagery
* Follow guidelines for delivery of the final images – using university approved platforms for file transfer and storage
* Deliver photographs within an agreed timescale – which can often be within 24 hours, depending on the nature of the assignment

**Notes**

* For some events a formal dress code will apply
* The University will own the Intellectual Property (IP) rights of the images
* Suppliers will, on occasion, be required to cover out-of-hours jobs, including evening and weekend assignments
* Suppliers may be called upon at short notice depending on the requirements of the project coordinator

**Example assignments**

Below are some examples of the kind of projects we regularly outsource to our photography suppliers.

* Corporate events / public lectures – half a day – up to 20 events per year
* Graduation ceremonies – full day – up to 10 per year
* Student life shoot – half day – up to 5 per year
* Press/events – from an hour to half a day – up to 50 per year
* Profiles / portrait shoots – half a day, multiple subjects – around 20 per year
* Campus / facility shoot – half day – up to 5 per year

**Appendix B- Form of Tender – Declaration by Tenderer**

To:   
Procurement Services  
Liverpool John Moores University

From:

The Framework Agreement is to be returned electronically via the ‘In-Tend’ portal.

Dear Madam,

**REF: LJMU 2316- Framework Agreement for Photography Services**

Having examined all the documents listed below and subject to and upon the terms and conditions contained in the said documents, I/We offer to supply the Service at the rates/prices detailed in the Price Schedule enclosed.

I/We agreed that this Tender and any contract which may result from it shall be based upon the documents listed below and/or bearing the contract reference shown at the top of this Framework Agreement

1. Framework Agreement
2. Call off Agreement
3. Specification and evaluation criteria
4. Terms and Conditions

I/We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this Framework Agreement or with any Contract resulting from this Framework Agreement, shall not be applicable to the Contract.

I/We agree that any Contract that may result from this Framework Agreement shall be subject to the law of England and Wales as interpreted in an English Court.

Signed: Dated:

Name: Position:

Authorised to sign Tenders for & on behalf of:

# Appendix C – Form of Tender – Non – Compliance Statement

NOTE TO TENDERER:

Detail below all matters (Technical, Commercial or Contractual) in which the Tender does not comply with the requirements laid down in the Invitation to Tender documentation. Sequentially number each point in the first column for ease of reference. If required, take copies of this blank form for additional points of non-compliance. Cross reference to any supporting information provided separately.

TENDERER:

DATE: PAGE: OF:

|  |  |  |
| --- | --- | --- |
| Section No. in ITT | Matter not complied with in ITT | Extent of Non-compliance  Alternatives offered  Effect on the Tender Requirement |
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**Appendix D – Declaration of Bona Fide Bid**

From:

To:   
Procurement Services  
Liverpool John Moores University

Dear Madam,

The essence of competitive tendering is that LJMU shall receive bona fide competitive Tenders from all companies Tendering.

In recognition of this principle, we declare that this is a bona fide Tender, intended to be competitive and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person.

We further declare that we have not done and we undertake that we will not do any of the following acts:

1. Communicate with a person, other than the person calling for this Tender, the amount or approximate amount of the proposed Tender.
2. Enter into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted.
3. Offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing of having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the requirement any act of thing of the sort described above.

In this declaration the word “person” includes any person, body or association, corporate or incorporate. The words “agreement or arrangement” include any such transaction, formal or informal, whether legally binding or not.

Signed: Dated:

Name: Position:

For and on behalf of:

# Appendix G –General Conditions of Purchase

# Appendix E– Framework Terms and Conditions

**THIS AGREEMENT** is made on

**BETWEEN:**

(1) **LIVERPOOL JOHN MOORES UNIVERSITY (LJMU)**

(2) **THE PERSON, FIRM OR CORPORATION** named as the Consultant in the Schedule to this Agreement

**RECITALS**

(A) This Framework Agreement sets out the award and ordering procedure for goods which may be required by the Authority, the main terms and conditions for any Purchase Order which the Authority may conclude, and the obligations of the Supplier during and after the term of this Framework Agreement.

(B) It is the Parties' intention that there will be no obligation for the Authority to award any Purchase Orders under this Framework Agreement during its Term.

(C) If any Purchase Orders are awarded, they will be governed in accordance with this Framework Agreement.

**IT IS AGREED** as follows:

1. **INTERPRETATION**

* 1. In this Agreement the following words have the following meanings unless inconsistent with the context:

|  |  |
| --- | --- |
| **“Approval”** | means the prior written approval of the Authority |
| **“Authority”** | means Liverpool John Moores University |
| “**Background Intellectual Property”** | any Intellectual Property, other than the Intellectual Property assigned to LJMU under this Agreement, which is necessary for the exploitation of the results from the provision of the services or Intellectual Property therein and which the Consultant owns or has rights to. |
| "**Commencement Date**" | means the date of this Framework Agreement |
| **"Confidential Information**" | means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party and all personal data and sensitive data within the meaning of GDPR |
| "**FOIA**" | means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation |
| "**Framework Agreement**" | means this agreement and all Schedules to this agreement |
| “**Intellectual Property”** | all intellectual and industrial property rights, including without limitation, patents, rights in know-how, trademarks, registered designs, model unregistered design rights, unregistered trademarks and copyright (whether in drawings, plans specification, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world. |
| **“Parties”** | means LJMU and the Consultant (and “Party” shall be construed accordingly). |
| **“Person”** | includes any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of state, or joint venture. |
| "**Term**" | means the period commencing on the Commencement Date and ending on the third anniversary of the Commencement Date or on earlier termination of this Framework Agreement |
| **“the Personnel”** | those persons named in the Schedule A as the Personnel and any substitutes for those persons who may be approved from time to time by LJMU |
| **“the Regulations”** | the Transfer of Undertakings (Protection of Employment Regulations 2006 (as amended or re-enacted from time to time) |
| “**the Services”** | the consultancy services to be provided under this Agreement, as more particularly described in Schedule A, and as may be varied by agreement in writing between the Parties |
| "**Working Days**" | means any day other than a Saturday, Sunday or public holiday in England and Wales |
| "**Year**" | means a calendar year |

**Gulations”**

1.2 In this agreement:

1.2.1 references to statutory provisions shall, except where the context requires otherwise, be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time.

1.2.2 Headings are included for convenience only and shall not affect the construction of this Agreement;

1.2.3 The masculine includes the feminine and neuter, and the singular includes the plural (as the context shall admit or require);

1.2.4 The expression “person” means any individual, body corporate, unincorporated association, partnership, government or agency of a state.

1.2.5 References to clauses and to the Schedule are (unless the context otherwise requires) to clauses of a Schedule to this Agreement.

2.  **Term of Framework Agreement**

The Framework Agreement shall take effect on the Commencement Date and (unless it is otherwise terminated in accordance with the terms of this Framework Agreement or it is otherwise lawfully terminated) shall terminate at the end of the Term.

3.  **ENTIRE AGREEMENT**

3.1 This Framework Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters excluding Fraud or fraudulent misrepresentation.

3.2 In the event of and only to the extent of any conflict between the Purchase Order and/or subsequent email communication, the clauses of the Framework Agreement and any document referred to in those clauses, the conflict shall be resolved in accordance with the following order of precedence:-

* + - 1. the Purchase Order and/or subsequent email communication;
      2. the clauses of the Framework Agreement; and
      3. Any other document referred to in the clauses of the Framework Agreement.

1. **SCOPE OF FRAMEWORK AGREEMENT**
   1. This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Goods by the Supplier to the Authority
   2. The Authority may at their absolute discretion and from time to time order Goods from the Supplier in accordance with the Purchase Order during the Term.
   3. The Supplier acknowledges that there is no obligation for the Authority to purchase any Goods from the Supplier during the Term.
   4. No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Authority in respect of the total quantities or values of the Goods to be ordered by them pursuant to this Framework Agreement and the Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation

5. **CONSULTANCY SERVICES**

5.1 LJMU engages the Consultant to provide the Services to LJMU and the Consultant agrees to provide the Services upon the terms and conditions set out in this Agreement. No terms or conditions put forward by the Consultant shall (unless otherwise agreed in writing by LJMU) form part of this Agreement.

5.2 LJMU may from time to time amend the Services as may be necessary to comply with applicable law and regulation.

5.3 Time shall be of the essence in respect of the obligations of the Consultant in respect of the Services.

6. **DURATION**

This Agreement shall commence on its date, provision of the Services shall commence on the “Commencement” date specified in the ITT documents, and this agreement shall continue in effect (subject to earlier termination pursuant to clause 8) for the period specified in the ITT.

7. **OBLIGATIONS OF THE CONSULTANT**

7.1 The Consultant agrees that the Services shall be performed by the Personnel.

7.2 The Consultant undertakes that appropriate time will be spent by the Personnel in the preparation of documentation and otherwise in carrying out the Services to ensure that the Services shall be completed in accordance with the terms of and within the timetable documented in the Schedule A. The Consultant shall keep true and accurate records of all things done by the Consultant and the Personnel in relation to the provision of the Services.

7.3 In carrying out the Services the Consultant shall carry out such functions and observe such directions as LJMU may from time to time lawfully give or impose upon the Consultant within the scope of the Services and their performance.

7.4 The Consultant shall ensure and procure that the Services are performed to a high standard of care and skill and shall at all times act with the utmost good faith towards LJMU. Without prejudice to the generality of these obligations, the Consultant shall declare to LJMU any conflict of interest which the Consultant perceives may exist between interests of the University and any other Person by whom the Consultant or any other Personnel is engaged.

7.5 The Consultant shall provide the Services at the location (or locations) specified in the ITT.

7.6 The Consultant shall provide the Services, and supply to LJMU such deliverables as may be required in the provision of the Services, in accordance with the timetable and requirements described in the ITT and shall, without limitation, comply with the code or codes of practice referred to in the ITT. Without prejudice to the foregoing, LJMU may in any event at any time call for copies of all or any document and/or data relevant to this Agreement and/or the Services which is in the possession of the Consultant and/or the Personnel (except any data which is the exclusive property of another client of the Consultant).

7.7 The Consultant shall indemnify LJMU against all loss, expense, damage and injury suffered by LJMU arising out of or in connection with the Consultant’s negligence, default, breach of statutory duty and/or breach by the Consultant of any and all of its obligations under this Agreement including (without limitation):

7.7.1 Any act, neglect or default in the performance of the Services;

7.7.2 Any claim against LJMU by a third party arising from the Consultant’s provision of, or failure to provide, the Services.

7.8 The Consultant shall maintain a policy or policies of insurance covering all and any liability which the Consultant may incur to LJMU pursuant to this Agreement and/or upon its termination and shall upon request by LJMU produce to LJMU a copy of the relevant policy or policies together with receipts for payment of premium thereunder.

7.9 LJMU shall not be liable for:

(a) Loss of profits; or

(b) Loss of business, or

(c) Loss of contract; or

(d) Loss due to corruption of data; or

(e) Any special indirect, consequential or pure economic loss, costs, damages, charges or expenses

7.10 LJMU’s total liability in contract, tort (including negligence or breach or statutory data) misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract or in respect of any correspondence between the parties (including any competitive process) shall be limited to and shall not exceed £10,000.

7.11 The Consultant acknowledges that its work is to be carried out as part of, and pursuant to, the LJMU specification as per the ITT and that the deliverables will so far as is practicable be referable to that specification.

7.12 The provisions of clauses 7.1., 7.2 and 7.3 shall continue in effect notwithstanding termination of this Agreement for any reason.

7.13 The Consultant shall comply with the terms of the ITT in carrying of the Services, insofar as those terms are capable of application to the Services.

7.14 The Consultant shall adhere to any code of practice referred to within the ITT (if applicable)

8. **LIAISON**

8.1 Technical and/or operational matters in respect of the Services shall be discussed between the Parties’ respective representatives named in the ITT (or their respective replacements appointed from time to time)

8.2 ‘Contract Review’ meetings are scheduled to review and progress operational and technical matters, dates for which are specified in the ITT

9. **FEE**

9.1 In consideration of the provision of the Services LJMU shall pay to the Consultant the fee as accepted from the ITT submission (such fee to be exclusive of value added tax (if applicable)). Such fee may be varied only with the prior written consent of LJMU

9.2 Unless otherwise provided the Consultant shall submit to LJMU each month an invoice for all sums claimed (including any Value Added Tax properly chargeable). LJMU shall pay such sums as are validly claimed at the end of the month following the month in which it receives the invoice in question.

9.3 Payment by LJMU shall be without prejudice to any claims which LJMU may have and shall not constitute acceptance by LJMU as to the performance by the Consultant of its obligations under this Agreement.

10. **TERMINATION**

10.1 Without prejudice to any other right or remedy LJMU may have either Party may by notice in writing to the other terminate this Agreement forthwith if the other shall:

10.1.1 be in breach of any of the terms of this Agreement and, where the breach is capable of remedy the other Party fails to remedy such breach within 14 days after service of a notice from the Party not in breach specifying the breach and requiring it to be remedied; or

10.1.2 (if the other Party is a company) have a receiver, manager, administrator or administrative receiver appointed over its assets, undertaking or income, pass a resolution for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation previously approved in writing by the other party) have a provisional liquidator or liquidator appointed, have a proposal made for a scheme of arrangement or be the subject of a notice to strike off the register at Companies House or be the subject of any application for an administration order or (if the other Party is an individual or a partnership or a limited partnership) is declared bankrupt, dies, or is the subject of any enforcement action by a creditor or of any order under the Insolvent Partnerships Order 1994 or any other legislation or regulation relating to the insolvency of partnerships or limited partnerships.

10.2 LJMU may terminate this Agreement at any time by giving not less than 30 days’ notice to the Consultant specifying the termination date. If LJMU does so it shall pay to the Consultant any undisputed amounts due for services received up to the termination date.

10.3 The termination of this Agreement howsoever arising will be without prejudice to the rights and duties of the Parties accrued due prior to termination. The provisions of this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

10.4 If upon termination of this Agreement the employment of any of the Personnel (or of any other employee of the Consultant) is deemed (by operation of the Regulations) to be transferred to LJMU, then LJMU may (after consultation with the Consultant) terminate the employment of any or all such persons, and if LJMU shall do so, the Consultant shall indemnify LJMU against all loss expenses and/or damage suffered by LJMU arising out of or in connection with each such dismissal. The provisions of this clause 10.4 shall survive termination of this Agreement for any reason.

10.5 The Consultant shall immediately upon receipt of any notice of termination supply in written form to LJMU and to its nominee or nominees all (if any) relevant ‘employee liability information’ (as defined in the Regulations). .

10.6 The Consultant shall indemnify and keep indemnified LJMU against all and any loss and liability incurred by LJMU as a result of any failure by the Consultant to supply any employee liability information and/or as a result of its failure to supply such information immediately upon receipt of a notice of termination. The indemnities provided for by this clause shall apply notwithstanding that LJMU and/or the Consultant may not consider at the time of service of notice of termination (or thereafter) that the termination of this Agreement and any alternative arrangements then completed would result in a ‘service provision change’ as described in the Regulations or that the Regulations would otherwise apply.

10.7 Key Personnel shall not be released from providing the Services without LJMU’s agreement, except by reason of long-term sickness, termination of employment and other extenuating circumstances

10.8 Any replacements or additions to the Key Personnel shall be subject to LJMU’s agreement. Such replacements or additions shall be of at least equal status or of equal experience and skills to any Key Personnel being replaced and shall be suitable for the responsibilities of that person in relation to the Services.

10.9 The Consultant warrants to LJMU that sets out accurate and up-to-date details of the Key Personnel together with their job title, employment, date of commencement of service, date assigned to the performance of the Agreement, notice period, and disciplinary record.

LJMU reserves the right under this Agreement to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of LJMU

1. any member of the Personnel; or
2. any person employed or engaged by the Consultant as sub-contractor, agent or servant

10.10 Whose admission of continuing presence would be in LJMU’s sole opinion undesirable?

10.11 The Personnel shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of persons when on LJMU’s premises.

10.12 The Consultant will ensure that all proper checks are made including, without limitation, obtaining clearance by the Criminal Records Bureau, in all cases prior to the commencement of employment or engagement in respect of the Personnel (or any other persons employed or otherwise engaged by the Consultant in the provision of the Services) who will or may come into contact with children or vulnerable adults.

10.13 For the duration of the agreement and for a period of 12 months thereafter the Consultant shall not employ or offer employment to any of LJMU’s staff who have been associated with the work under this Agreement without LJMU’s prior approval (which LJMU shall be at liberty to refuse at its complete discretion).

10.14 The Consultant will not without LJMU’s prior approval, such approval not to be unreasonably withheld or delayed, materially increase the number of the Personnel assigned to perform the Services. For the purposes of this clause, a “material” increase in the number of the Personnel means an increase of more than 5%.

10.15 The Consultant will inform LJMU of the outcome of all pay negotiations and changes which increase the value of any of the Personnel’s remuneration package (including salary and all of the benefits) by more than the increase in the Retail Prices Index as soon as such changes take effect and any material alteration of any of the other terms and conditions of employment of the Personnel.

10.16 The Consultant will indemnify LJMU and will keep LJMU indemnified against all losses, damages, costs, actions, awards, penalties, fines, proceedings, claims, demands, liabilities and expenses which LJMU may suffer, sustain, incur, pay or be put to by reason of;

10.16.1 Any act or omission in relation to the Personnel prior to any transfer under the Regulations;

10.16.2 Any failure by the Consultant to comply with any obligations under the Regulations in respect of provision of information to, and/or consultation with the Personnel and/or their appropriate representatives in respect of the transfer under the Regulations (whether by termination of this Agreement or otherwise).

10.17 Where LJMU reasonably envisage that following a transfer under the Regulations and the transfer of the Personnel some or all of the Personnel will be liable to dismissal by LJMU on grounds of redundancy, the following provisions shall apply;

10.17.1 LJMU shall be entitled by notice during the 6 month period ending on the date of transfer to require the Consultant to carry out redundancy selection and consultation with the Personnel and to issue notice of dismissal on grounds of redundancy to such of the Personnel as may be duly and fairly selected for redundancy following such selection and consultation procedure;

10.17.2 The Consultant shall ensure that the Consultant complies with all his legal obligations in respect of such dismissals;

10.17.3 The Consultant must ensure that the Consultant proceeds with such redundancy selection and consultation properly and without delay and subject always to the Consultant’s overriding obligation of fairness owed to the Personnel.

11. **CONFIDENTIAL INFORMATION**

11.1 The Consultant shall keep confidential any and all Confidential Information that it may acquire and shall not use Confidential Information for any purpose other than to perform its obligations under this Agreement. The Consultant shall ensure that its officers employees agents and sub-contractors (and for the avoidance of doubt, the Personnel) comply with the provisions of this clause 8.

11.2 The obligations set out in clause 11.1 shall not apply to any information which:

11.2.1 is publicly available or becomes publicly available through no act or omission of the Consultant; or

11.2.2 The Consultant is required to disclose by order of a court of competent jurisdiction or to a competent authority.

11.3 On termination of this Agreement howsoever caused the Consultant shall return to LJMU any documents in its possession or control which record Confidential Information.

11.4 In respect of the Freedom of Information Act 2000:

11.4.1 For the avoidance of doubt (and without creating any obligation of confidentiality on the part of LJMU) LJMU may disclose any information which it may be required to disclose under that Act; and

11.4.2 If the Consultant is a body to which the disclosure obligations of that Act apply, it will supply to LJMU immediately full details of any request for disclosure which it may receive to which any information provided pursuant to this Agreement or in respect of the Services may be relevant and shall comply with any reasonable directions of LJMU in respect of such request.

11.5 The Consultant shall not without the prior written consent of LJMU write or contribute to any publication or article or make any public statement or presentation (through whatever medium) in respect of or relating to the Services.

11.6 The provisions of this clause 11 shall continue in effect notwithstanding termination of this Agreement for any reason.

12. **DATA PROTECTION**

12.1 The Consultant shall not either during or after the termination of this Agreement without limit in point of time divulge or communicate to any person or persons except to those staff of LJMU whose province it is to know the same any personal data, as defined in the Data Protection Act 1998 (and including, but without limitation, any sensitive personal data) relating to any living identifiable person or persons in whole or part or in any form which the Consultant may receive in connection with or for the purposes of any arrangements made by or pursuant to this Agreement (in this clause 9 “Personal Data”) and shall not (save for such purposes) process, use reproduce or disclose any Personal Data unless authorised by legislation or by the express written consent of LJMU and on such terms as LJMU may specify. The Consultant shall procure that its employees and agents (and for the avoidance of doubt, the Personnel) shall observe the provisions of this clause.

12.2 The Consultant shall take appropriate security measures in respect of all Personal Data in its possession or control.

12.3 Where the Consultant processes Personal Data on behalf of LJMU, the Consultant shall:

12.3.1 immediately at the request of LJMU stop processing all or any Personal Data, confirm any disclosures made in relation to Personal Data in accordance with the terms of this Agreement (and provide copies, if required) and assist LJMU in responding to any enquiry by the Information Commissioner;

12.3.2 Unless otherwise agreed in writing, only process Personal Data to the extent and in such a manner as is necessary for the provision of the Services or as is required by law;

12.3.3 Implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

12.3.4 promptly notify LJMU if the Consultant receives a request from a Data Subject (being an individual who is the subject of Personal Data) to have access to Personal Data, or any other request or complaint relating to LJMU’s obligations under the Data Protection Act, and provide full co-operation and assistance to LJMU in relation to any such request or complaint; and

12.3.5 Permit LJMU or its duly authorised representative to inspect and audit the

Consultant’s data processing activities under this Agreement, and comply with all reasonable requests or directions by LJMU to enable LJMU to verify and/or procure that the Consultant is in compliance with its obligations under this Agreement.

12.4 The Consultant shall comply with all and any data protection legislation and mandatory regulations as required from time to time by law.

12.5 The Consultant shall indemnify LJMU against all liability loss damage and expense of whatsoever nature incurred or suffered by LJMU or any third party as a result of any breach of any data protection legislation, regulations, codes of practice, guidance and requirements of government or governmental agency by the Consultant (including the Personnel and employees and agents of the Consultant).

12.6 The provisions of this clause 9 shall continue in effect notwithstanding termination of this Agreement for any reason.

1. **INTELLECTUAL PROPERTY RIGHTS**

13.1 All results from the provision of the services and the Intellectual Property subsisting in them shall from the time it arises be the property of LJMU. The Consultant assigns (including, to the extent necessary, by way of future assignment) with full title guarantee to LJMU all such results and Intellectual Property and all statutory or common law rights attaching to them and each of them.

13.2 Insofar as there is Background Intellectual Property the Consultant grants to LJMU a non-exclusive, royalty-free, world-wide, irrevocable, free assignable, perpetual licence under the same.

13.3 The Consultant undertakes that it will, at LJMU’s cost, execute such further documents and do such acts as may be necessary for securing, confirming or vesting absolutely LJMU’s full rights, title and interest in the results and Intellectual Property referred to in clause 10.1 in LJMU and for conferring on LJMU all rights of action in respect of any claim for infringement by third parties

13.4 If at any time the Consultant or Personnel (whether alone or with any other person) in the course of the provision of the Services makes or discovers any invention, development, improvement or process (in this clause an “Invention”) the Consultant shall treat the Invention and all information relating to it as confidential to LJMU: the Invention shall belong to LJMU absolutely, and clauses 13.1 and 13.3 shall apply.

13.5 The Consultant warrants that all Intellectual Property arising out of the work done by the Personnel for the Consultant relating to the Services shall vest in the Consultant (and be assigned to LJMU) and that the Personnel will have no right, title or interest in such Intellectual Property.

13.6 The Consultant hereby irrevocably and unconditionally waives (and shall procure that the Personnel shall so waive) in favour of LJMU any and all moral rights conferred on the Consultant and on the Personnel in respect of any copyright work created in the carrying out of the Services.

13.7 The provisions of this clause 13 shall continue in effect notwithstanding termination of this Agreement for any reason.

13.8 The copyright belongs solely to the LMJU to be used across all mediums, digital, print, video, social media etc.

14. **STATUS**

14.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between LJMU and the Consultant or LJMU and any Personnel. The Consultant is not and shall not be deemed to be an agent of LJMU and has no authority to enter any contract or similar arrangement on behalf of LJMU. The Consultant shall procure that the Personnel will not hold themselves out as agents of LJMU or as being able to enter any contract or similar arrangement on behalf of LJMU.

14.2 All taxes and duties (including, but with limitation, payments in respect of National Insurance) in respect of payments made by LJMU to the Consultant shall (unless otherwise agreed in writing) be payable and paid by the Consultant, and the Consultant shall indemnify LJMU against all payments, loss, expense or damage incurred by LJMU in respect of or relating to such taxes and/or duties.

The Consultant shall procure that the Personnel will not hold themselves out as agents of LJMU or as being able to enter into any contract or similar arrangement on behalf of LJMU

15. **DISCRIMINATION**

15.1 The Consultant shall comply with all legislation and regulation and with all of LJMU’s policies and procedures (in each case, as applying from time to time) to prevent discrimination on the grounds of sex, race, disability, sexual orientation, age, religion and belief and/or otherwise as set out in legislation or regulation (the “Anti-Discrimination Requirements”).

15.2 The Consultant warrants to LJMU that:

15.2.1 It fully understands all of the Anti-Discrimination Requirements;

15.2.2 its practices and procedures comply with the Anti-Discrimination Requirements and that its employees, agents and sub-contractors are and shall at all times be fully trained in matters related to the prevention of discrimination (including, without limitation, the Anti-Discrimination Requirements);

15.2.3 The Consultant shall gather and retain, and shall provide to LJMU whenever requested so to do all information which may reasonably be requested by LJMU in relation to the Anti-Discrimination Requirements or any of them;

15.2.4 The Consultant will provide such information as may from time to time be required by LJMU in relation to its compliance with anti-discrimination legislation and will co-operate with any investigation by LJMU or a body empowered to carry out such investigations under the relevant legislation.

15.4 The Consultant shall, and shall procure that its employees, agents and sub-contractors shall, comply with and co-operate in:

15.4.1 All monitoring by LJMU of compliance with the Anti-Discrimination Requirements or any of them;

15.4.2 Any and all investigations by LJMU in respect of, and/or by anybody empowered to carry out investigations under, the Anti-Discrimination Requirements or any of them.

15.5 Where any investigation is conducted, or proceedings are brought, which arise directly or indirectly out of any act or omission of the Consultant and/or its employees, agents or sub-contractors (or any of them), and there is a finding in such investigation or proceedings that the Consultant, its employees or sub-contractors (or any of them) has infringed any of the Anti-Discrimination Requirements then the Consultant shall indemnify and keep indemnified LJMU in respect of:

15.5.1 All losses, costs, charges and expenses (including, without limitation, legal and administrative expenses) incurred by LJMU during and/or in connection with any such investigation or proceedings;

15.5.2 any and all compensation, damages, penalties, fines, claims, demands, liabilities, costs and other award which LJMU may be ordered or required, or may agree, to pay to any third party in connection with any such investigation or proceedings.

16. **NOTICES**

16.1 Any notice in connection with this Agreement shall be in writing and may be delivered by hand pre-paid first class post or facsimile, addressed to the recipient at its registered office or its address or facsimile number as the case may be stated in clause 16.3 below (or such other address or facsimile number in England as may be notified in writing from time to time).

16.2 The notice shall be deemed to have been duly served:

16.2.1 If delivered by hand, when left at the proper address for service;

16.2.2 if given or made by prepaid first class post, 48 hours after being posted (excluding days other than Business Days);

16.2.3 If given or made by facsimile, at the time of transmission provided that a confirming copy is sent by first class pre-paid post to the other Party within 24 hours after transmission.

Provided that, where in the case of delivery by hand or facsimile, such delivery or transmission occurs either after 4.00 p.m. on a Business Day, or on a day other than a Business Day, service shall be deemed to occur at 9.00 a.m. on the next following Business Day (such times being local time at the address of the recipient).

16.3 Notices to LJMU shall be marked for the attention of the ‘contact’ person detailed within Schedule A (save that notices in respect of alleged default shall be marked for the attention of the Group Executive Director of Finance) and notices to the Consultant shall be marked for the attention of the person detailed within Schedule A.

16.4 In this clause 16 a “Business Day” is a day which is not a Saturday or Sunday or a bank or public holiday in England.

17. **FORCE MAJEURE**

17.1 If LJMU is affected by Force Majeure (being circumstances beyond its reasonable control) it shall promptly notify the Consultant of the nature and extent of the circumstances in question.

17.2 Notwithstanding any other provision of this Agreement, LJMU shall not be deemed to be in breach of this Agreement, or otherwise be liable to the Consultant, for any delay in performance or other non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the Consultant, and the time for performance of that obligation shall be extended accordingly.

18. **GENERAL**

18.1 This Agreement contains all the terms which the Parties have agreed in relation to its subject matter. Neither Party has been induced to enter into this Agreement by a statement or promise which it does not contain, save that this clause shall not exclude any liability which one Party would otherwise have to the other in respect of any statements made fraudulently by that Party.

18.2 No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

18.3 If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this shall not affect any other provisions of this Agreement which shall remain in full force and effect.

18.4 The Parties do not intend that any provisions of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it, save that the terms of this Agreement may be enforced by any company which is a member of the same group of companies as LJMU

18.5 LJMU shall be entitled to carry out its obligations under this Agreement through any agents or sub-contractors appointed by it for that purpose.

18.6 This Agreement is personal to the Consultant and it may not (without the written consent of LJMU) assign, mortgage, charge or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding on the respective successors and assigns of the Parties.

18.7 If the Consultant comprises more than one person its obligations under this Agreement shall be joint and several.

18.8 No variation to this Agreement shall be effective unless in writing signed on behalf of the Consultant and by the Head of Purchasing from time to time of LJMU.

18.9 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement shall be governed by English law. The English courts shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The Parties agree to submit to that jurisdiction.

**19. N** **ON-EXCLUSIVITY**

The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Authority for Goods from the Supplier and that the Authority is at all times entitled to enter into other contracts and agreements with other Suppliers for the provision of any or all goods which are the same as or similar to the Goods.

**20.**  **AwarD PROCEDURES**

* 1. The Authority may directly award to any of the Framework Suppliers under the relevant Framework Lot:-
     1. by identifying the relevant Framework Lot which its requirements fall into;
     2. place a Purchase Order with the successful Framework Supplier which:
     3. states the requirements;
     4. identifies the Framework Lot in which the award is made; and

20.1.5 States the price payable for the Standard requirements in accordance with the Price Matrix applicable for the relevant Framework;

* 1. Notwithstanding the fact that the Authority has followed the procedure set out above in this Clause 20, the Authority shall be entitled at all times to decline to raise a Purchase Order. Nothing in this Framework Agreement shall oblige the Authority to place any Purchase Order.

1. **FORM OF PURCHASE ORDER**

Subject to Clause 21, the Authority may send a Purchase Order to the Supplier. The Parties agree that any document or communication which does not constitute a Purchase Order shall not be valid under this Framework Agreement.

1. **Anti-bribery** 
   1. The Supplier shall:

22.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

22.1.2 Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

22.1.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 22.1.2, and will enforce them where appropriate; and

22.1.4 Promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement;

22.2 Breach of this clause 22 shall entitle the Authority to terminate the Contract with immediate effect.

1. **PURCHASE ORDER PERFORMANCE**
   1. The Supplier shall perform all Purchase Orders entered into with the Authority in accordance with the requirements of this Framework Agreement.

In the event of, and only to the extent of, any conflict between the terms and conditions of this Framework Agreement and the terms and conditions of a Purchase Order, the terms and conditions of the Purchase Order shall prevail

1. **WARRANTIES AND REPRESENTATIONS**
   1. The Supplier warrants and represents that:-

24.1.1 It has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Framework Agreement;

* + 1. the Framework Agreement is executed by a duly authorised representative of the Supplier;
    2. as at the Commencement Date, all information, statements and representations contained in the Tender Response are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority prior to execution of any Purchase Order and it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
    3. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Framework Agreement;
    4. it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Framework Agreement;
    5. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
    6. it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under any Purchase Order;
    7. the Goods shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;

1. **STATUTORY REQUIREMENTS**
   1. The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Purchase Order.
2. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act

1. **HEALTH AND SAFETY**

27.1 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Framework Agreement. The Authority shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Premises and which may affect the Supplier in the performance of its obligations under the Framework Agreement.

* 1. While on the Premises, the Supplier shall comply with any health and safety measures I mplemented by the Authority in respect of Staff and other persons working there.
  2. The Supplier shall notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Framework Agreement on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
  3. The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises under the Framework Agreement.
  4. The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Authority on request.

1. **CRIMINAL RECORDS BUREAU**

28.1 Where specified by the Authority the Supplier shall procure that in respect of all potential Staff (each a "**Named Employee**"), before a Named Employee enters the Premises:-

1. each Named Employee is questioned as to whether he or she has any convictions;
2. The results are obtained of a check of the most extensive available kind made with the Criminal Records Bureau in accordance with Part V of the Police Act 1997 in respect of each Named Employee. The check for each Named Employee shall include:-
3. a search of the list held pursuant to the Protection of Children Act 1999 where the supply of the Goods may involve contact with children; and/or
4. a search of the list held pursuant to Part VII of the Care Standards Act 2000 where the supply of the Goods may involve contact with vulnerable adults (as defined in that Act); and

(c) A copy of the results of such checks are notified to the Authority.

28.2 The Supplier shall procure that no person who discloses any convictions, or who is found to have any convictions following the results of a Criminal Records Bureau check, is employed or engaged by the Supplier or on the Supplier's behalf without the Authority's prior Approval (such Approval not to be unreasonably withheld or delayed).

28.3 The Supplier shall procure that the Authority is notified of any member of Staff who, subsequent to his/her commencement of employment as a member of Staff, receives a conviction or whose previous convictions become known to the Supplier (or any employee of a sub-contractor involved in the supply of the Goods). The Parties agree that where such notification is made it shall be reasonable for the Authority to withhold access to the Premises from the member of Staff concerned, pursuant to (Supplier's Staff).

**29.**  **RECORDS AND AUDIT ACCESS**

* 1. The Supplier shall keep and maintain until six (6) years after the date of termination or expiry of the Term (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Goods provided under it, the Purchase Orders entered into with the Authority (including all invoices and related financial information and as necessary to comply with and in accordance with the Regulations).
  2. The Supplier shall afford the Authority and/or its auditors such access to such records and accounts as may be required from time to time and shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of six (6) years after expiry of the Term to the Authority and its auditors

**30.**  **CONFIDENTIALITY**

30.1 Except to the extent set out in this Paragraph or where disclosure is expressly permitted elsewhere in this Framework Agreement, each Party shall:-

* 1. treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Framework Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Framework Agreement.
  2. The Supplier shall not use any Confidential Information it receives from the Authority otherwise than for the purposes of the Framework Agreement.
  3. The provisions of Clauses 30.1 to 30.2 shall not apply to any Confidential Information received by one Party from the other:-
  4. which is or becomes public knowledge (otherwise than by breach of this Schedule);
  5. which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
  6. which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  7. which is independently developed without access to the Confidential Information; or
  8. which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations.
  9. Nothing shall prevent the Authority disclosing any Confidential Information obtained from the Supplier:-
  10. for the purpose of the examination and certification of the Authority's accounts;
  11. for the purpose of any examination of the economy, efficiency and effectiveness with which the Authority has used its resources by the Authority's auditors;
  12. to any consultant, contractor or other person engaged by the Authority;
  13. In the event that the Supplier fails to comply with Clauses 1 to 4, the Authority reserves the right to terminate the Framework Agreement with immediate effect by giving notice in writing to the Supplier.
  14. The Supplier will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the performance of this Framework Agreement and the Purchase Orders and will keep a record of such breaches. The Supplier will use its best endeavours to recover such Confidential Information or data however it may be recorded.

1. **DATA PROTECTION**
   1. For the purposes of this Schedule, the terms "Data Controller", "Data Processor", "Personal Data", "Process" and "Processing" shall have the meaning prescribed under GDPR.
   2. The Supplier shall (and shall procure that all of its Staff) comply with any notification requirements under GDPR and both Parties will duly observe all of their obligations under GDPR which arise in connection with this Framework Agreement.
   3. Notwithstanding the general obligation in Paragraph 1, where the Supplier is Processing Personal Data as a Data Processor for the Authority the Supplier shall:-
      1. Process the Personal Data only in accordance with instructions from the Authority as set out in this Framework Agreement or as otherwise notified by the Authority;
      2. comply with all applicable laws;
      3. Process the Personal Data only to the extent, and in such manner as is necessary for the provision of the Supplier's obligations under the Framework Agreement;
      4. implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure;
      5. take reasonable steps to ensure the reliability of its employees and agents who may have access to the Personal Data and use all reasonable endeavors to ensure that such persons have sufficient skills and training in the handling of Personal Data;
      6. not cause or permit the Personal Data to be transferred outside the European Economic Area without the prior written consent of the Authority;
      7. not disclose the Personal Data to any third parties in any circumstances other than with the written consent of the Authority or in compliance with a legal obligation imposed upon the Authority; and
      8. Co-operate with the Authority to enable the Authority to comply with any request under GDPR.
   4. The provisions of this clause 31 shall apply during the Term and indefinitely after its expiry.

1. **FREEDOM OF INFORMATION**
   1. The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Authority to enable the Authority to comply with its Information disclosure obligations.
   2. The Supplier shall and shall procure that its sub-contractors shall:-
      1. transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
      2. provide the Authority with a copy of all Information in its possession or power in the form that the Authority requests within five (5) Working Days (or such other period as the Authority may specify) of the Authority's request; and
      3. Provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in Section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
   3. The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Framework Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
   4. In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Authority.
   5. The Supplier acknowledges that (notwithstanding the provisions of this Schedule 10) the Authority may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Goods:-
   6. in certain circumstances without consulting the Supplier; or
   7. following consultation with the Supplier and having taken their views into account;

provided always that where Clause 33.1 applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

1. **INSURANCE**
   1. The Supplier shall indemnify and keep indemnified the Authority in full from and against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Framework Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier. This Clause shall not apply to the extent that the Supplier is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or Default, or the negligence or Default of its Staff, or by any circumstances within its or their control.
   2. The Supplier shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Supplier under this Framework Agreement including death or personal injury, or loss of or damage to property.
   3. The Supplier shall effect and maintain the following insurances for the duration of the Framework Agreement:-
      1. public liability insurance adequate to cover all risks in the performance of this Framework Agreement from time to time;
      2. employer's liability insurance with a minimum limit of £5m indemnity as required by law from time to time; and
      3. Professional indemnity insurance with a minimum limit of £2m indemnity for each individual claim.
   4. Any excess or deductibles under such insurance shall be the sole and exclusive responsibility of the Supplier.
   5. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under the Framework Agreement.
   6. The Supplier shall produce to the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
   7. If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the Framework Agreement then the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
   8. The Supplier shall maintain the insurances referred to above for a minimum of six (6) years following the expiration or earlier termination of the Framework Agreement.
2. **TRANSFER AND SUB-CONTRACTING**
   1. The Framework Agreement is personal to the Supplier and the Supplier shall not assign, novate or otherwise dispose of the Framework Agreement or any part thereof without the previous consent in writing of the Authority. The Supplier shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement without the prior written consent of the Authority.
   2. The Authority shall be entitled to assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement or any part thereof to any other body which substantially performs any of the functions that previously had been performed by the Authority provided that such assignment, novation or disposals shall not increase the burden of the Supplier's obligations under the Framework Agreement.

1. **RIGHTS OF THIRD PARTIES**

Save as provided in Clauses 3 and 6 and the rights specified in the Framework Agreement for the benefit of the Authority, a person who is not party to this Framework Agreement ("**Third Party**") has no right to enforce any term of this Framework Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. If the Parties rescind this Framework Agreement or vary any of its terms in accordance with the relevant provisions of this Framework Agreement, such rescission or variation will not require the consent of any Third Party.

1. **MODERN SLAVERY ACT 2015**

36.1The Supplier shall, upon request of the Authority, provide evidence of the steps taken by the Supplier to ensure that slavery and human trafficking is not taking place in any part of the Supplier’s own business or supply chain, in accordance with the provisions of the Modern Slavery Act 2015. Both the Authority and the Supplier agree that, in satisfying the requirements of this clause 37, the Authority shall not accept a statement that the Supplier has taken no such stems as evidence that the Supplier has complied with the obligations of the Modern Slavery Act 2015.

1. **ENTIRE AGREEMENT**
   1. This Framework Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters, save in the case of Fraud or fraudulent misrepresentation.
2. **NOTICES**
   1. Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.
   2. Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the communication was sent, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
   3. For the purposes of Clause 38.2, the address of each Party shall be:
      1. For the Authority:-

Address: [address]

For the attention of: [for the attention of]

Tel: [number]

Fax: [number]

Email: [email]

* + 1. For the Supplier:-

Address: [address]

For the attention of: [for the attention of]

Tel: [number]

Fax: [number]

Email: [email]

* 1. Either Party may change its address for service by serving a notice in accordance with this Clause.

1. **DISPUTE RESOLUTION**
   1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Framework Agreement. Within seven (7) days of either Party notifying the other of a dispute the persons identified in Clause 39 above shall meet in order to try and resolve the dispute.
   2. If the dispute is not resolved pursuant to Clause 39.1 then the Parties shall be entitled to take whatever action each considers necessary in order procure resolution of the dispute subject to Clause 39.
2. **LAW AND JURISDICTION**

Subject to the provisions of Clause 40, the Authority and the Supplier accept the exclusive jurisdiction of the English courts and agree that the Framework Agreement is to be governed by and construed according to English Law.

**SIGNED** by or on behalf of the Parties on the date which first appears in the Framework Agreement

**Signed by an authorised signatory for and on behalf of the Authority**

|  |  |
| --- | --- |
| **Signature** | -------------------------------------------------------------------------------- |
| **Date** | -------------------------------------------------------------------------------- |
| **Name (in capitals)** | -------------------------------------------------------------------------------- |

**Signed by an authorised signatory to sign for and on behalf of the Supplier**

|  |  |
| --- | --- |
| **Signature** | -------------------------------------------------------------------------------- |
| **Date** | -------------------------------------------------------------------------------- |
| **Name (in capitals)** | -------------------------------------------------------------------------------- |

# Appendix F– Aide Memoir

|  |  |  |
| --- | --- | --- |
| Page Number | Section Number | Evidence requested |
|  | Part Two – Selection Criteria – page 19 | Complete the whole of this section |
|  | Par Two – Selection Criteria page 20  Question 25.16 | Self-certify insurance cover  (if you are successful and win this tender exercise, you will be expected to provide certification, failure do so may result in disqualification) |
|  | Part Three – Pricing Submission | Complete the whole of this section |
|  | Part Four – Non Price Criteria | Complete the whole of this section |
|  | Appendix A – Specification | For information |
|  | Appendix B - Form of Tender Declaration | Complete the whole of this section |
|  | Appendix C - Form of Tender Non Compliance Statement | If required, complete the whole of this section |
|  | Appendix D- Declaration of Bona Fide bid | Complete the whole of this section |
|  | Appendix E – Framework Terms and Conditions | For information only |
|  | Appendix F – Aide Memoir | For Information only |
|  | Appendix G- Declaration of Interest | Complete the whole of this section |
|  | Appendix H– Modern Slavery Act 2015 – Contractors and Sub-Contractors to LJMU | Complete the whole of this section |

# Appendix G – Declaration of Interest – LJMU Board of Governors and LJMU Staff

Organisations in which members of the LJMU Governing body have an interest may be invited to tender. Other parties may be assured that LJMU has in place rigorous procedures, which ensure that the external pecuniary interests of Governors are registered.

These procedures prevent Governors from participating in any discussion or decision , or receiving any privileged information relating to the placement of any contract in which they have a potential interest , until that interest is no longer under consideration for that contract.

Similarly, to the role of Governors above, LJMU staff are also bound to declare any personal interest in their dealing with suppliers.

LJMU also requires that new suppliers should indicate below if they are aware of any personal connections between their staff and LJMU

Please complete the Declaration of interest

Does your company have family /social/ financial or other connections that may affect or could be perceived to affect your impartiality when conducting business with LJMU?

YES / NO

If your answer is YES please detail your connection with LJMU in the box below

|  |
| --- |
|  |

Authorised Company Signatory (date) …………………………………………..

Please print your Name and Title ……………………………………………………………………………………

# Appendix H- Modern Slavery Act 2015

Contractors and Sub-Contractors to LJMU

The winning bidder will be expected to agree to and sign this policy on award of Contract

LJMU requires all, Contractors and Subcontractors to complete and sign this form, and return to Procurement Services –

It is a requirement of LJMU that, in performing your obligations as part of this [name agreement], you [name of the supplier/subcontractor/contractor] undertake to comply with the relevant provisions of the Modern Slavery Act 2015, as follows:

[Name] must not engage in any activity, practice or conduct that could constitute an offence under section 1, 2 or 4 of the Modern Slavery Act 2015, if such activity, practice or conduct were carried out in the UK.

[Name] will also ensure that each of its direct subcontractors and suppliers shall comply with the Modern Slavery Act 2015.

For the avoidance of doubt, it is in offence under Section 1 of the Modern Slavery Act 2015 to hold another person in slavery or servitude, or to require a person to perform forced or compulsory labour.

It is an offence under Section 2 of the Modern Slavery Act 2015 to arrange or facilitate the travel of another person with a view to that person being exploited (“human trafficking”).

It is an offence under Section 4 of the Modern Slavery Act 2015 to aid, abet, counsel or procure human trafficking.

Name …………………………………………………………………………………………..

Signature …………………………………………………………………………………………..

Company Address …………………………………………………………………………………………

Date …………………………………………………………………………………………..