

**Invitation to tender**

**CoSector Growth Strategy**

|  |  |
| --- | --- |
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| **Author**  | **Martin Wills** |

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# Background to CoSector

In 2015 CoSector took over management of a the following University of London departmental services (functions)

* University of London Computer Centre (ULCC)
* Housing Services
* Careers – including Temp and Internship Recruitment

The purpose and objective is to operate and behaviour like a commercial company, to deliver a surplus back to the University of London.

Within the context of the above functions CoSector currently delivers a number of wide ranging service and products including: Virtual Learning Environment (VLEs), IT Infrastructure & digital services, Recruitment service, career development and Housing Service to:

* the University of London (UoL)
* the University of London Federal colleges (member institutions)
* a large number of Higher Education of institutions, and
* a number of commercial organisations

Within the infrastructure solutions, the following service are currently offered:

Co-Location Hosting, JANET Connections, Managed Hosting Services, Managed Network Services and Cyber Security

***CoSector is a wholly owned subsidiary of the University of London (UoL) and was formed in 2015 as a private limited company, based in Senate House***.

Further information is available from [www.cosector.com](http://www.cosector.com)

# CoSector business objective & challenges

Firstly, CoSector has the challenge to firstly take fundamentally loss making functions into profit and then critically to grow the organisation, delivering 10% profit back to UoL.

The second key challenge to ensure its products and services align to customer wants and needs, against the back drop ever changing technology.

# Back ground to Vision and future direction

Following its inception, CoSector has started to develop a Visions and strategies for the different functional business areas.

For example **“Digital services”** building upon our existing **Bloom** VLE product, **Bloom** is the UK’s largest supplier of Moodle VLE to Higher Education. In this market CoSector’s Vision is to offer multiple online VLE products and solutions including on-line training (under pinned by cloud services technology) to enable *global growth.*

# Requirement, scope, assumptions and output

As part of a business wide transformation programme CoSector will be inviting for tender a series of distinct packages of work. This particular package of work is limited to the following requirement

1.
2.
3.

# Requirement

Facilitate delivery of a Growth Strategy for the CoSector business to include, sub strategies and plans for the functions detailed above, building upon work that has already started.

The Growth Strategy to include:

* Strategic business objectives and targets which can be cascaded down and across the organisation
* Clarity on the roadmap for the portfolio of products and service
* Identification of USP and how these can be leveraged.

A key output would be an action plan for 2017/18 and roadmap plans to 2022

# Scope

The scope of this work package is limited to Development of the Growth Strategy and Plan

# Assumptions

1. CoSector would ensure the Senior Team is available
2. CoSector would make commercial information available subject to signing a Non-Disclosure Agreement (see appendix below).
3. The work would be time boxed with outputs delivered by the 30th November.

# Outputs

The output would be a:

1. A detailed written Growth Strategy document
2. A summary presentation pack
3. Physical Inventory, delivery of other key documents, for example excel models, analysis

that could be taken to the CoSector Board by the CoSector Managing Director. The final written report and summary slide deck is due by the 23rd November 2017.

The output will need to be biased towards the IT and Recruitment Growth plan and Strategy. The Growth plan must look to exceed our business plan targets.

The output can be based on pessimistic, realistic and optimistic.

The detailed document to include, financial plans / models and action planning over the next 12 months.

# Proposal Submission requirements

1. Background details of your business, including recent case studies of experience in this field focusing on outcomes/results and what was achieved
2. Cultural approach
3. Response and approach to meeting the requirements, scope assumptions, output to include
	1. Method
	2. Timescale
	3. Deliverable outputs
4. Breakdown of costs
5. Completion of Supplier self-certification form

# Timeline

|  |  |  |
| --- | --- | --- |
|  | Item | Date |
| 1 | Issue Invitation and Specification | Thursday 17th August 2017 |
| 2 | Deadline for response | Friday 25th August 2017 |
| 3 | Internal Review, evaluation and scoring | W/c 28th August 2017 |
| 4 | Decision  | W/c 28th August 2017 |
| 5 | Start work package | W/c 2nd October 2017  |
| 6 | Delivery Written Strategy and Presentation | 23rd November 2017 |
| 7 | Presentation to CoSector Board | 7th December 2017 |

# Evaluation Criteria

Proposals will be evaluated based on the following criteria

|  |  |  |
| --- | --- | --- |
|  | PQQ | Weighting |
| 1 | Previous experience of delivering Growth Strategies | Pass/Fail  |
|  | Tender Response | Weighting |
| 2 | Cost | 40%  |
| 3 | Approach and methodology | 30% |
| 4 | Availability of specific resources | 30% |

# Appendix 1 : Supplier Self Certification Form

Introduction

The purpose of this form is for suppliers to provide the required business information to set them up as a supplier on the University’s payment system: it is for use with all suppliers and individuals who will be paid through the University’s accounts payable system. This form also includes a section for suppliers to certify their understanding of the University’s terms of purchase. Upon completion of the form, suppliers do not need to provide supporting documents such as accounts, certificates, statements or policies but these may be requested at a later stage. Suppliers are required to answer every question on this form; incomplete forms will not be accepted.

Bank Details

When this form has been completed, suppliers need to print their banking details on a sheet of business letterhead and send this in with this form. Include the following:

1. Your Name
2. Business Name
3. Bank Name
4. Account Number
5. Sort Code, IBAN/Account or ABA/SWIFT Number

# Appendix 2 : Service or Product Information

|  |  |  |
| --- | --- | --- |
| 1.1 | Name of the service, product or works the supplier will provide to the University: |  |
| 1.2 | Your name or the name of the University contact person regarding this purchase or contract: |  |
| 1.3 | Estimated total value of the purchase or contract: | £ |
| 1.4 | Contract or work start and end dates | Start Date: | End Date: |
| 1.5 | What process did you follow in order to deliver this service or product to the University? | [ ]  Requested quotations from suppliers[ ]  Awarded a contract through a tender process[ ]  Awarded a contract through a framework agreement[ ]  None of the above – please specify in the space below: |
|  |  |
| 1.6 | If the supplier is a [Personal Services Company (PSC)](https://www.gov.uk/guidance/off-payroll-working-in-the-public-sector-personal-service-companies) you need to check with HMRC on how they will be paid; use their tool [here](https://www.tax.service.gov.uk/check-employment-status-for-tax/setup). Confirm this here: | [ ]  By Invoice (supplier) [ ]  By Payroll (PAYE) |
|  | The website above will give you the option to save the HMRC decision to PDF. Send in the PDF along with this form  |

2.0 Business or Individual Details

|  |  |  |
| --- | --- | --- |
| 2.1 | Name of supplier (and parent company, if applicable) or individual: |  |
| 2.2 | Contact details for enquiries: | (Supplier contact name, job title, postal address, telephone number, e-mail address, website address) |
| 2.3 | E mail address for remittance advice: |  |
| 2.4 | Registered address if different from the above: | (Address details) |
| 2.5 | Your business’s country of tax residency: |  |
| 2.6 | VAT registration number (if applicable): |  |
| 2.7 | If no VAT number please provide your [UTR number](https://www.gov.uk/find-lost-utr-number): |  |
| 2.8 | What currency do you need to be paid with? |  |
| 2.9 | Please indicate your business structure: |
|  | [ ]  Self Employed Individual[ ]  Private Company[ ]  Public Limited Company[ ]  Partnership  | [ ]  Personal Services Company (PSC)[ ]  Social Enterprise or Voluntary Sector Business[ ]  Charity[ ]  Other |
| 2.9a | If other, please give details and registration number in the space below: |
|  |  |
| 2.10 | If a private company, does [HMRC intermediaries legislation (IR35)](https://www.gov.uk/guidance/ir35-find-out-if-it-applies) apply to you?  | [ ]  Yes [ ]  No |
| 2.11 | If Self Employed Individual, do you actively promote your services? | [ ]  Yes [ ]  No |

3.0 Finance and Business Information

|  |  |  |
| --- | --- | --- |
| 3.1 | Have you /your business met the payment terms of your banking facilities, loan agreements (if any), creditors and employees during the past year?  | [ ]  Yes [ ]  No |
| 3.2 | Is the University the source of 70% or more of your trading income? | [ ]  Yes [ ]  No |
| 3.3 | Are you be able to provide 3 business references if we were to ask for them?  | [ ]  Yes [ ]  No |
| 3.4 | Do you have current business insurance covering at least public and employer’s liability?  | [ ]  Yes [ ]  No |
| 3.5 | If asked will you provide the University with any information supporting your responses on this form? | [ ]  Yes [ ]  No |
| 3.6 | When carrying out your work do you agree to adhere to the University’s [health and safety policies and practices](http://www.london.ac.uk/4132.html?&no_cache=1&sword_list%5b%5d=safety)? | [ ]  Yes [ ]  No |
| 3.7 | When carrying out your work do you agree to adhere to the University’s [equalities policy and practices](http://www.london.ac.uk/4153.html)? | [ ]  Yes [ ]  No |
| 3.8 | Do you agree to observe the rules set out in the University’s governance document [Ordinance 8 Registration and Declaration of Interests](http://www.london.ac.uk/977.html)?  | [ ]  Yes [ ]  No |
| 3.9 | Do you agree to adhere to the rules set out in the University’s [Standard Conditions of Purchase](http://www.london.ac.uk/fileadmin/documents/about/central_administration/Finance/UoL_Standard_Conditions_of_Purchase_March_2017.pdf)? | [ ]  Yes [ ]  No |
| 3.10 | If any of your business details or circumstances change, will you provide updated information to the University of London? | [ ]  Yes [ ]  No |
| 3.11 | Do you agree to follow the University’s No PO No Pay and e invoicing policies? Your invoices must include a valid UoL purchase order number or they will not be paid. You must send your invoices by e mail to einvoice@london.ac.uk. All paper invoices will be returned to suppliers unpaid  | [ ]  Yes [ ]  No |
| 3.12 | Answer the following questions in relation to your business or to (any of) the director(s) / partners / proprietor(s): |
| 3.12a | Are you in a state of administration, bankruptcy, insolvency, compulsory winding up, receivership, composition with creditors, or subject to relevant proceedings? | [ ]  Yes [ ]  No |

4.0 Supplier Declaration

After you have completed this form, please confirm your self-certification by checking the box below. This form and the information on it form part of your contract with the University of London; you certify that all the information supplied is accurate to the best of your knowledge. Where information is revealed to be inaccurate or untrue this may be grounds for termination of your contract with the University of London. **The University observes a No PO No Pay policy. If your invoice does not include a valid PO number it will not be processed and will be returned to you unpaid.**

[ ]  Yes

**Suppliers & Service Providers: return this completed form and your bank details to your staff contact at the University.**

# Appendix 3 : Standard Conditions of Purchase

**University of London**

**STANDARD CONDITIONS OF PURCHASE**

These standard conditions of purchase are incorporated as an inherent part of this purchase order and must be accepted as the basis of this agreement to sell and purchase. They may not be varied, except as described below, and conditions published in any form by the person, firm or company to whom the purchase order is addressed shall neither annul nor alter them unless specifically agreed in writing by an authorised officer of the University of London.

**1.0 INTERPRETATION**

1.1 In these Conditions:

 "Conditions" means the standard conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;

 "Contract" means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services on the Conditions;

 "Delivery Address" means the address stated on the Order;

 "Goods" means the goods (including any instalment of the goods or any part of them) described in the Order;

 "Order" means the Buyer's purchase order to which these Conditions are annexed;

 "Price" means the price of the Goods and/or the charge for the Services;

 "Seller" means the person so described in the Order;

 "Services" means the services (if any) described in the Order;

 "Specification" includes any plans, drawings, data or other information relating to the Goods or Services; and

 "Writing" includes telex, facsimile transmission, email and compatible means of communication.

1.2 Any reference in these Conditions to a statute or a provision of statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

**2.0 BASIS OF PURCHASE**

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to the Conditions.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.

2.3 The Buyer reserves the right to cancel the Order unless unconditionally accepted by the Seller in writing within 28 days of its date.

2.4 No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

**3.0 SPECIFICATIONS**

3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer and the Seller.

3.2 Any Specification supplied by the Buyer to the Seller or specifically by the Seller for the Buyer in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

3.4 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.

3.5 If, as a result of inspection or testing, the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller within 7 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

3.6 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

**4.0 PRICE OF GOODS AND SERVICES**

4.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated shall be:

4.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice);

4.1.2 Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax;

4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing; and

4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase, or volume of purchase customarily granted by the Seller.

**5.0 TERMS OF PAYMENT**

5.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.

5.2 The Seller will invoice the University electronically by sending invoices to einvoice@london.ac.uk. Each invoice will include all supporting information required by the University to verify the accuracy of the invoice, including any purchase order number supplied by the University and, where applicable, a breakdown of the Services, products or works in the invoice period.

5.3 Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods and the services within 30 days after the end of the month of receipt by the Buyer of a valid invoice or after acceptance of the Goods or Services in question by the Buyer whichever is the latter.

5.4 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

**6.0 DELIVERY**

6.1 The Goods shall be delivered to and the Services shall be performed at the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.

6.2 Where the date of delivery of the Goods or performance of the Services is to be specified after placing of the Order, the Seller shall give the Buyer reasonable notice of the specified date.

6.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.5 If the Goods are to be delivered or the Services are to be performed by instalments, the Contract will be treated as a single contract and not severable.

6.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery.

6.7 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.

6.8 The Buyer shall not be obliged to return to the Seller any packing or packing materials for the goods, whether or not any Goods are accepted by the Buyer.

**7.0 RISK AND PROPERTY**

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

7.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

**8.0 WARRANTIES AND LIABILITY**

8.1 The Seller warrants to the Buyer that the Goods:

 8.1.1 Will be of satisfactory quality and fit for the purpose held out by the Seller or made known to the Seller in Writing at the time the Order is placed;

 8.1.2 Will be free from defects in design, material and workmanship;

 8.1.3 Will correspond with any relevant Specification or sample; and

 8.1.4 Will comply with all statutory requirements and regulations relating to the Sale of the Goods.

8.2 The Seller warrants to the Buyer that their Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.

8.3 Without prejudice to any other remedy, if the Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:

 8.3.1 To require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contact within 7 days; or

 8.3.2 at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

8.4 The Seller shall indemnify the Buyer in full against all liability, loss, damage costs, claims and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

 8.4.1 Breach of any warranty given by the Seller in relation to the Goods or Services;

 8.4.2 any claim that the Goods infringe, or their use or resale infringes the patent, copyright, design right or trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;

 8.4.3 Any liability under the Consumer Protection Act 1987 in respect of the Goods;

 8.4.4 Any act or omission of the Seller or its employees, agents or subcontractors in supplying, delivering and installing the Goods; and

 8.4.5 Any act or omission of any of the Seller's personnel in connection with the performance of the Services.

8.5 In respect of any injury, damage or loss caused to third parties or their property by the Goods there shall be no automatic right of indemnity due from the Buyer to the Seller.

8.6 The Seller shall hold sufficient insurance cover with a reputable insurer to fulfil the Sellers insurance obligations for the duration of this Contract including public liability insurance cover. The Seller shall effect insurance against all those risks arising from the Sellers indemnity.

**9.0 TERMINATION**

9.1 The Buyer shall be entitled to cancel the Order in respect of all or part of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance in which event the Buyer's sole liability shall be to pay the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less that Seller's net saving of cost arising from cancellation.

9.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

 9.2.1 The Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

 9.2.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or

 9.2.3 The Seller ceases, or threatens to cease, to carry on business; or

 9.2.4 The Buyer reasonably apprehends that any of the above events is about to occur in relation to the Seller and notifies the Seller accordingly.

**10.0 GENERAL**

10.1 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.

10.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.3 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as waiver of any subsequent breach of the same or any other provision.

10.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision shall not be affected thereby.

10.5 In connection with this or any other contract the Seller shall not give, provide or offer the Buyer's staff or Agents any loan, fee, reward, gift or any emolument or advantage whatsoever. If the Seller acts in breach of this clause, the Buyer shall, without prejudice to any other rights the Buyer may possess, be at liberty to terminate this and any other contract, and to recover from the Seller any loss or damage resulting from such termination.

10.6 All information obtained in the course of completing this Contract is confidential, and shall not be divulged by the Seller, the Seller's servants or agents without specific approval from the University Publishing Office. This obligation shall continue after the order is complete. The Seller acknowledges that the Buyer is a public authority or the purposes of the Freedom of Information Act 2000 and may be required to disclose information about the Contract to enquirers in accordance with the provisions of that Act.

**11.0 HEALTH AND SAFETY**

11.1 The Seller shall comply with the requirements of UK and international legislation and agreements relating to the supply, packaging, labelling and carriage of hazardous goods.

11.2 The Seller shall ensure the Goods comply with current health and safety legislation and the legislation implementing any relevant EC Directive. The Buyer may require the Seller to show that the Goods bear a CE mark and may ask for a copy of the EC Declaration of Conformity.

**12.0 LAW**

12.1 The construction, validity and performance of the Contract shall be governed by the Law of England. The Contract shall be deemed to have been made in England and the parties to the Contract hereby submit to the exclusive jurisdiction of the English Courts.

# Appendix 4: Non Disclosure Agreement

## This Agreement is made on 2017

## BETWEEN:

## The University of London (UoL), an exempt charity and a statutory corporation (number RC000661) with headquarters at Senate House, Malet Street, London WC1E 7HU, acting through CoSector Ltd, wholly owned subsidiary of the UoL (**Discloser**);

## AND

## [NAME, REGISTERED COMPANY NUMBER AND ADDRESS OF PARTY 2] (Recipient)

## Each a party and together the parties.

# **Background**

## The Discloser intends to disclose information (Confidential Information as defined below) to the Recipient for the purpose of discussions in relation to the Recipient supporting the Discloser in defining the CoSector Growth Strategy.

# **Disclosure**

## In this agreement:

### Confidential Information means all confidential or proprietary information (however recorded or preserved) that is disclosed or made available, whether before or after the date of this agreement, in any form or medium, directly or indirectly, by the Discloser to the Recipient in respect of which the Discloser owes an obligation of confidence to a third party or which relates to the Discloser’s operations, processes, plans, intentions, products, data, know-how, design rights, trade secrets, software, market opportunities, customers or business affairs, financial or technical information, forecasts, or otherwise is information which a reasonable person would consider to be confidential because of its nature.

### Effective Date means the date of signature of the last signatory below.

### Purpose means discussions between the parties in relation to the Recipient supporting the Discloser in defining the CoSector Growth Strategy.

## In consideration of the Discloser agreeing to disclose Confidential Information to the Recipient, the Recipient undertakes to the Discloser that it shall:

### keep the Confidential Information secret and confidential;

### not use or exploit the Confidential Information in any way, except for or in connection with the Purpose; and

### only make disclosure of the Confidential Information in accordance with paragraphs 3.3 and 3.4.

## The Recipient may disclose the Confidential Information to any of its officers, employees, contractors and advisers that need to know the relevant Confidential Information for the Purpose, provided that it procures that each such person to whom the Confidential Information is disclosed complies with the obligations set out in this agreement as if they were the Recipient.

## The Recipient may disclose the Confidential Information to the minimum extent required by law or any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.

## Any other disclosure shall only be made with the Discloser's prior written consent.

# **4 Limitations on Obligations**

## The obligations set out in paragraph 3 shall not apply, or shall cease to apply, to Confidential Information which the Recipient can show to the Discloser's reasonable satisfaction:

## that it is, or becomes generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient in breach of this letter agreement; or

## was already lawfully known to the Recipient before it was disclosed by the Discloser; or

## has been received by the Recipient from a third party source that is not connected with the Discloser and that such source was not under any obligation of confidence in respect of that information; or

## has been independently developed by the Recipient without use of such Confidential Information of the Discloser.

# **Return of the Confidential Information**

## If requested by the Discloser at any time, the Recipient shall immediately destroy in a secure manner or return to the Discloser all documents and other records of the Confidential Information that have been supplied to or generated by the Recipient. If the Confidential Information is stored in electronic form, the Recipient shall permanently erase all such Confidential Information from its computer and communications systems and devices used by it (to the extent technically practicable).

## The Discloser may request the Recipient to certify in writing that it has complied with its obligations in paragraph 5.1.

# **6 Term and Termination**

## This Agreement shall continue in force for a period of one year from the Effective Date and shall then automatically expire unless terminated earlier by the Discloser giving not less than 30 days’ notice in writing to the other party.

## The obligations of the Recipient shall continue in force for a period of three years following expiry or earlier termination of this Agreement.

# **7 Intellectual Property Rights**

## Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.

# **General**

## The Discloser makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness.

## The Recipient acknowledges that damages alone may not be an adequate remedy for any breach of the terms of this agreement. Accordingly, the Discloser shall be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

## his Agreement does not create any agency or partnership relationship.

## This Agreement will not be assignable or transferable by the Recipient without the prior written consent of the Discloser.

## All additions or modifications to this Agreement must be made in writing and must be signed by the parties.

## This Agreement contains the entire understanding relative to the protection of the Confidential Information covered by this Agreement, is executed by authorized representatives of the parties and supersedes all prior and collateral communications, reports and understandings, if any, between the parties regarding Confidential Information.

## The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.

## This Agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document. Delivery of an executed counterpart of a signature page, together with a full copy of this Agreement, by facsimile transmission or by email shall take effect as delivery of an executed counterpart of this Agreement.

##  This Agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English courts.

Signed by and on behalf of the University of London:

Name and Position: ...............................................................................................

Date: ................................................................

Signed by and on behalf of [INSERT PARTY 2]:

Name and Position: ...............................................................................................

Date: ................................................................