

## **Schedule 31 (Buyer Specific Terms)**

### **1. Definitions**

- 1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

Issued Property	means all items of property belonging to the Buyer issued to the Supplier for the purposes of the provision of the Deliverables
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### **2. Capital Assets**

- 2.1. The Supplier shall not, without the prior written consent of the Buyer, use funds paid under this Contract wholly or partly to finance the purchase of any capital asset with a purchase price of £2,500 or more (exclusive of VAT) and with an expected life of more than one year.

- 2.2. The Supplier shall maintain an inventory of such items and shall provide the Buyer with a copy of such inventory if requested.

- 2.3. If the Supplier proposes to dispose of any asset falling within paragraph 2.1 during the currency of this Contract:

2.3.1. they shall consult the Buyer before doing so; and

2.3.2. on disposal they shall pay to the Buyer the Buyer's share of the value of that asset (as specified in paragraph 2.5).

- 2.4. On termination of this Contract, for whatever reason, the Supplier shall:

consult the Buyer over the proposals for disposal or retention of all assets falling within paragraph 2.1; and


unless the Buyer agrees to some other arrangement, pay to the Buyer the Buyer's share of the value of each of those assets (as specified in paragraph 2.5).


- 2.5. In Clauses 2.3 and 2.4, the Buyer's share of the value of an asset shall be calculated as follows. If the asset is disposed of during the currency of the Contract or within 3 months of termination of the Contract, at the best price reasonably available, the value shall be the proceeds of sale after deduction of necessary

expenses of sale. Otherwise, the value of the asset shall be its open market value agreed between the Parties. In the absence of agreement on the value the Buyer may require the Supplier to have the asset valued at his or her own cost. In either such event, the Buyer's share of the value shall be the whole or a proportionate part of the value of the asset concerned according to the extent to which the cost of its purchase were met out of Buyer's funds.

### **3. Invoicing**

- 3.1. Invoices shall be submitted electronically by e-mail to be submitted electronically by e-mail to:

  
within 30 days of the end of the relevant invoicing date.

- 3.2. To request a statement, please email 
- 3.3. An invoice is only valid if it is legible and includes:
- 3.3.1. the date of the invoice
  - 3.3.2. Supplier's full name and address
  - 3.3.3. Contract reference number including the PO prefix  
CORE CORE-PO-
  - 3.3.4. the charging period
  - 3.3.5. a detailed line level breakdown of the appropriate Charges including Deliverables provided or Milestones Achieved (if applicable)
  - 3.3.6. days and times worked (if applicable)
  - 3.3.7. Service Credits (if applicable); and
  - 3.3.8. VAT (if applicable)
- 3.4. Invoices without a valid purchase order are now rejected by the Buyers e-invoicing solution. The Buyer no longer accepts paper invoices.

### **4. Property and Premises**

#### **Issued Property**

Not Used

#### **Use of Premises**

Not Used

## **Facilities Provided**

5. Not Used

## **6. Publicity and Branding**

7. Not Used

## **8. Project Outputs**

- 8.1. Unless otherwise agreed between the Parties, the Deliverables shall be published by the Buyer on its research website. The Buyer shall not use the Supplier's name in any advertising or public communications unless agreed in writing in advance with the Supplier (such agreement not to be unreasonably withheld or delayed).
- 8.2. The Supplier shall ensure that all outputs for publication by the Buyer adhere to the Buyer's style guide and MS Word template, available to download from:  
<https://www.gov.uk/government/publications/eoi-guide>.
- 8.3. Unless otherwise agreed between the Parties, the Supplier shall supply the Buyer with a draft for comment at least eight weeks before the intended publication date, for interim reports, and eight weeks before the expiry date of the Contract for final reports.
- 8.4. The Supplier shall consider revisions to the drafts with the Buyer in the light of any comments pursuant to clause 6.3. The Supplier shall provide final, signed off interim reports and other outputs planned within the lifetime of the Contract to the Buyer by no later than four weeks before the intended publication date, and final, signed off Deliverables by no later than the contracted expiry date of the Contract.
- 8.5. Until the date of publication, findings from all Contract shall be treated as confidential. The Supplier shall not release findings to the press or disseminate them in any way or at any time prior to publication without approval of the Buyer.
- 8.6. Where the Supplier wishes to issue a press notice or other publicity material containing findings from the Contract it may only do so with the prior written agreement of the Buyer and notification of plans, including timing and drafts of planned releases, shall be submitted by the Supplier to the Buyer at least three weeks before the intended date of release and before any

agreement is made with press or other external audiences, to allow the Buyer time to review. All press notices released by the Parties shall state the full title of the research report, and include a hyperlink to the Buyer's research web pages, and any other web pages as relevant, to access the publication/s. This clause applies at all times prior to publication of the final report.

- 8.7. Where the Supplier wishes to present findings from the Contract in the public domain, for example at conferences, seminars, or in journal articles, it may only do so with the prior written agreement of the Buyer and the Supplier shall notify the Buyer before any agreement is made with external audiences, to allow the Buyer time to consider the request. The Supplier shall only present findings that are already be in the public domain at the time of presentation, unless otherwise agreed with the Buyer. This clause applies at all times prior to publication of the final report.

## **9. Safeguarding Children and Vulnerable Adults**

- 9.1. The Supplier shall put in place safeguards to protect children and/or vulnerable adults from any risk of significant harm which could arise from the performance of this Contract. The Supplier shall agree these safeguards with the Buyer before commencing work on the Contract.
- 9.2. In addition, the Supplier shall carry out checks with the Disclosure and Barring Service (DBS checks) on all Supplier Staff carrying out Regulated Activity. The Supplier must carry out a DBS check for each relevant member of Supplier Staff and shall renew the DBS check every three years for as long as this Contract is in force. The DBS check must be completed before any of the Supplier Staff work with children and/or vulnerable adults, as applicable, in Regulated Activity.
- 9.3. The Supplier shall monitor the level and validity of the checks under this Clause for each member of the Supplier Staff.
- 9.4. The Supplier shall immediately notify the Buyer of any information that it reasonably requests to enable it to be satisfied that the obligations of the Supplier under this Clause have been met.
- 9.5. The Supplier shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that such person would not be suitable to carry out, Regulated Activity or who may otherwise present a risk to children or vulnerable adults.

- 9.6. The Supplier shall refer information about any person carrying out the Deliverables to the Disclosure and Barring Service where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to children or vulnerable adults.
- 9.7. The Supplier represents, warrants and undertakes that at all times for the purposes of this Contract it has no reason to believe that any member of the Supplier Staff is barred from performance of the Services in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 9.8. Both Parties will comply with all applicable requirements of Data Protection Legislation in relation to the requirements of this Clause. The Parties acknowledge that, for the purposes of the Data Protection Legislation, the Supplier is the Controller in respect of DBS Checks carried out on Supplier Staff. The Supplier will ensure that it has all necessary appropriate consents and notices in place to obtain the DBS Checks and to enable lawful disclosure of the DBS certificates and any other relevant Personal Data to the Supplier for the duration and purposes of this Contract.