

# Invitation to tender

## Understanding and overcoming the challenges of targeting students from under-represented and disadvantaged ethnic backgrounds

### Summary of services required

1. The Office for Fair Access (OFFA) wish to place a contract for a principal investigator (PI) to undertake research and produce guidance regarding the targeting of disadvantaged and under-represented pupils from different ethnic groups through access, student success and progression activities. This is in order to improve OFFA and the sector’s understanding of the challenges associated with this work, and provide practical solutions as to how these challenges might be overcome across the student lifecycle.
2. The contract is for:

* reviewing current practice across the sector and identifying examples of effective practice
* carrying out in depth analysis of case studies identified from the sector review to champion examples of effective practice in the targeting of students from under-represented and disadvantaged ethnic backgrounds
* identifying the key challenges institutions are facing in relation to this work and collating this in a final report
* producing a written piece of practical guidance for the sector on how to effectively target students from under-represented and disadvantaged ethnic backgrounds, which will:
  + identify the key challenges institutions face in targeting their access, student success and progression activities at students of different ethnicities
  + develop possible solutions to these challenges
  + demonstrate the benefits to students and institutions in effective targeting of access, student success and progression activities.

1. The long term goal of this project is to both challenge and support the sector to do more to address the differences in participation, outcomes and progression that persist between students from different ethnic backgrounds that can be masked by the overarching label of “Black and minority ethnic (BME)”.
2. Depending on the allocation of future funding, OFFA aims to develop a second phase of this project in which the developed methodology is piloted in institutions.

### About OFFA

1. OFFA is an independent, non-departmental public body established under the Higher Education Act 2004 to help promote and safeguard fair access to higher education for people from under-represented groups. All English universities and colleges must draw up access agreements with OFFA in order to charge higher fees. We then assess and monitor these commitments, which include activity across the whole student lifecycle (i.e. access, student success, and progression), and financial support such as bursaries and scholarships. For more information see [www.offa.org.uk](http://www.offa.org.uk).
2. In its 2015-2020 [strategic plan](https://www.offa.org.uk/wp-content/uploads/2015/03/OFFA-Strategic-Plan-2015-2020.pdf),OFFA has asked institutions to take an increasingly evidence-led approach to improving performance across the whole student lifecycle. This project forms part of that collaborative commitment.
3. Improving understanding of how to effectively target students from under-represented and disadvantaged ethnic backgrounds – and so maximise the impact of access, student success and progression activities – is particularly pressing as sector research continues to show significant disparities in the participation rates, retention and outcomes of students from different minority ethnic backgrounds.
4. Refining our understanding of appropriate and effective ways to target activities toward students from under-represented and disadvantaged ethnic backgrounds will enable OFFA to better support institutions to accelerate progress in this important area.
5. By the will of Parliament, the Office for Students (OfS) and UK Research and Innovation (UKRI) will be established in place of HEFCE and OFFA in April 2018. Further information is available in [Higher Education and Research Act](http://services.parliament.uk/bills/2016-17/highereducationandresearch.html). OFFA wishes to make clear that it is anticipated that the contract of works associated with this invitation to tender will novate as part of the transfer of OFFA’s property, rights and liabilities to the Office for Students. We would not expect this transfer to affect the services required.

### Research background

1. The work that will be contracted through this invitation to tender complements previous studies which have sought to enhance OFFA’s policies and guidance relating to the participation and success of students from under-represented and disadvantaged ethnic backgrounds.
2. Increasing our understanding means that OFFA can provide consistent and evidence-led support to enable institutions to better target and support these key target groups. This ensures that the collective effort towards the Government’s goal to increase the number of BME students going to university by 20% by 2020 can be realised. For more information about our Evidence and Effective Practice work see <https://www.offa.org.uk/egp/>.
3. Black and minority ethnic students remain long standing key target groups within OFFA’s access agreement guidance. In our most recent access agreement guidance we asked all institutions to investigate whether there are any disparities relating to access, student success and/or progression for different groups of students at their institution and, where disparities are identified, address these through their access agreements. For more information see <https://www.offa.org.uk/universities-and-colleges/guidance/annual-guidance/>
4. In August 2015 OFFA published a [topic briefing](https://www.offa.org.uk/universities-and-colleges/guidance/topic-briefings/offa-topic-briefing-bme-students/) giving an overview of the challenges around access, success and progression for BME students and explaining how universities and colleges are working to support BME students through their access agreements. This topic briefing encourages institutions to disaggregate between different ethnic groups rather than treating BME students as one homogenous group. However, there is evidence that this is not yet being widely practiced across the sector.
5. Analysis of the 2017-18 access agreements showed that while 52% of institutions have a target related to BME students, none of these targets focus on a specific ethnic sub-group within the BME label. Analysis of the equality and diversity work reported in 2015-16 monitoring returns showed that while race is the protected characteristic with the third highest number of activities, under 20% of these were targeted with a greater level of specificity than “BME”.
6. OFFA has undertaken some initial research about the kind of activities institutions are already undertaking in relation to Black and ethnic minority learners, what stage of the lifecycle these are addressing, and to what degree they are being targeted. This was conducted through a call for evidence at the beginning of 2017.
7. The call for evidence found that while a quarter of activities reported looked at specific ethnic sub-groups, the same proportion were non-BME focussed (i.e. projects which, despite high numbers of BME participants, are not specifically designed for BME communities). The most common activity type (half of the activities) targeted BME students as a collective group.
8. This background research will be provided to the successful tenderer at the start of the project.
9. This project will be overseen by OFFA’s Evidence and Effective Practice team.
10. This project will provide a richer understanding of this area in order to inform OFFA’s policy and guidance.
11. The successful tenderer will undertake the following:

* Review current institutional practice.
  + Analyse between 5-10 case studies from across the English higher education sector to provide examples of existing effective practice in delivering targeted activities for students from under-represented and disadvantaged ethnic backgrounds. This includes analysis of access agreements (data provided by OFFA).
  + Identify the key challenges institutions face in targeting their access, student success and progression activities at students from under-represented and disadvantaged ethnic backgrounds, seeking input from a variety of institutions.
  + Develop possible solutions to these challenges, seeking input from students from ethnic minority backgrounds. Proposed solutions should consider institution facing interventions as well as student facing activities.
  + Based on all of the above, produce a final report limited to 10,000 words that will outline their approach, methods and key findings.
  + Based on all of the above, produce a practical guide to support institutions to develop, sustain and evidence effective approaches.

1. An interim report of findings will be submitted to OFFA in draft form by Friday 5 January 2018. Final outputs will be submitted to OFFA no later than Friday 30 March 2018.
2. An indicative timetable for the project is as follows:

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| --- | --- |
| Tender goes live | Monday 4 September 2017 |
| Tender closes | Friday 29 September 2017 |
| Clarification session | Thursday 5 October 2017 |
| Notification of results | Friday 6 October 2017 |
| Contract award | Friday 13 October 2017 |
| Contract start | Monday 23 October 2017 |
| Interim report to OFFA | Friday 5 January 2018 |
| Final Report to OFFA | Friday 30 March 2018 |
| Research reflection with OFFA | To be confirmed April 2018 |

### Tender requirements

1. OFFA are looking to place a contract for a principal investigator to undertake and complete this project (outlined above). The principle investigator will be selected and contracted by OFFA. They will be supported by OFFA and receive background research. If research findings are published, this will be done by OFFA.
2. We will accept tender responses from a group of experts. However, we are looking to award a single contract and one named principle investigator must be included in the response.
3. Tender responses should be no longer than 20 pages and include the following information:

* A description of your proposed approach for undertaking the review and analysis and producing practical guidance.
* A project plan with a timescale to complete the project, including key milestones.
* Costs for the project (see “Pricing structure”, below).
* Your previous experience of conducting similar research and an outline of your capabilities to undertake the research.
* The nature of your organisation. If the tender is submitted on behalf of a consortium, list the members of the consortium and identify the lead member and a point of contact.
* A breakdown of the project team giving details of each individual member of the team and a summary demonstrating how each individual contributes relevant skills and knowledge that will enable successful delivery of this project.
* Any other details about your organisation you feel may be relevant.

### Procedure for tender selection

1. OFFA is using the Higher Education Funding Council for England’s (HEFCE’s) e-tendering system for this process. Tenders should be uploaded to HEFCE’s e-tendering system at <https://in-tendhost.co.uk/hefce/> by 12 noon on Friday 29 September 2017.
2. Any enquiries about this tender should also be uploaded to the system and cannot be directed to any individual. Responses to any such query will be made available to all bidders through this system to ensure that there is an open and equitable process. All enquiries must uploaded to the system by 12 noon on Wednesday 27 September 2017.
3. Tenders must be accompanied by a signed certificate of non-collusion, set out in the form given in Annex A to this invitation to tender.
4. Tenderers must confirm agreement to OFFA’s Terms and Conditions as set out in Annex B to this invitation to tender.
5. Bidders should be aware that they may be required to participate in a telephone or face to face clarification session at either Nicholson House, Bristol, or Finlaison House, London, on Thursday 5 October 2017. Tenderers are expected to make themselves available on this date.

**Pricing s**t**ructure**

1. We wish to agree a fixed price, including expenses, for the work. Tenderers should quote their price for the work.
2. We anticipate the cost of this work will not exceed £20,000 (inclusive of VAT).
3. If tenderers seek payment by instalments, then OFFA will expect to see such payments associated with the delivery of identifiable products or the achievement of clearly defined milestones. Tenderers should indicate how this requirement will be met.

**The tendering system will require a final price figure.**

### Selection criteria

1. The contract will be awarded to the tenderer who demonstrates:

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| --- | --- |
| **Selection Criteria** | **Weighting** |
| Expertise in reviewing broad fields of research and practice | 3 |
| Expertise in case study analysis | 3 |
| Understanding of different higher education contexts, in particular issues related to ethnicity | 3 |
| Expertise in producing publications for different audiences (including but not limited to: policy-makers, academics, and practitioners) | 2 |
| Ability to complete the work within the specified timescale | 2 |
| Price | 1 |

1. The successful tenderer will be expected to comply with the tender requirements. All submissions will be scored on a scale of 0-5:

|  |  |
| --- | --- |
| 0 | The Question is not answered or the response is completely unacceptable. |
| 1 | Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed. |
| 2 | Poor response only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier. |
| 3 | Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire. |
| 4 | Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed. |
| 5 | Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider. |

### Freedom of Information

1. As a public body, OFFA is subject to the Freedom of Information Act 2000 (FOIA). Our policies are to fully disclose tender information in compliance with the FOIA, if a request is received. However, we will not disclose any information that forms part of this tendering process until the final award of the contract and all unsuccessful bidders have been informed.
2. There may be elements of your tender submission which you consider to be potentially commercially sensitive and would not want them to be disclosed. The FOIA does allow certain exemptions related to trade secrets and commercial interests. Therefore, where you consider tender information falls into this category, please extract the information and insert it into a separate annex, which we will treat as being potentially commercially sensitive but you should refer to it in the main body of the tender. When OFFA considers it to be appropriate and practicable, we may seek the views of the tenderer before disclosing information in this annex. The tenderer acknowledges that information provided in this annex is of indicative value only and that OFFA may nevertheless be obliged to disclose this information in accordance with the requirements of the FOIA. All information in the main tender documents would be disclosed should a request be received. Further information about our obligations under the FOIA can be found at <http://www.ico.gov.uk/for_organisations.aspx>.

### Equality and diversity

1. As a public body, OFFA is subject to the public sector duties listed within the [2010 Equality Act](http://www.equalities.gov.uk/equality_bill.aspx). The nature of the services required in this contract will mean that the contractor is itself carrying out a public authority function and the contractor is bound by the general duty in relation to carrying out the services. OFFA will continue to monitor the contract in order to ensure it is meeting its requirements. [OFFA’s Equality Scheme](http://www.hefce.ac.uk/whatwedo/lgm/equal/equalscheme/) is a live document published under our Service Level Agreement with HEFCE on the HEFCE website.

### Bribery

1. Please confirm in your response that you are aware of the Bribery Act 2010 and, if relevant, advise whether any members of your organisation have been fined or prosecuted, following an investigation, under this Act. For more details see <http://www.legislation.gov.uk/ukpga/2010/23/contents>.

### Corporate social responsibility issues

1. As a responsible public body, OFFA operates in accordance with our [corporate social responsibility policy](http://www.hefce.ac.uk/aboutus/environ/), which is published under our Service Level Agreement with HEFCE on the HEFCE website.

### Day to day communications

1. For the purposes of this study, OFFA expects to have contact with a nominated member of your organisation. Please indicate in your response how you would meet these requirements.

### Quality procedures

1. Please indicate in your response whether your organisation has any set procedures to enhance quality.

### References

1. Please specify the names, telephone numbers and e-mail addresses of two current or recent customers, preferably within the public sector, for whom you have conducted a similar service and to whom reference may be made. OFFA references will not be accepted due to any possible conflict of interest.

### Supplementary information

**Insurance**

1. Please advise what level of liability insurance your organisation currently holds.
2. Please advise if your designated employee(s) hold(s) adequate insurance to enable them to travel on OFFA’s behalf.
3. Tenderers are invited to highlight any problem areas or possible improvements to their submission.

## Annex A to Invitation to tender – Certificate of non-collusion

We certify that:

The prices in the tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other tenderer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in the tender have not knowingly been disclosed by the tenderer, directly or indirectly, to any other tenderer or competitor, nor will they be so disclosed.

No attempt has been made or will be made by the tenderer to induce any other person or firm to submit or not to submit a tender for the purpose of restricting competition.

No attempt has been made directly or indirectly to canvass any employee or adviser of OFFA concerning the award of the contract which is the subject of this invitation to tender.

Signed:

Name:

Date:

On behalf of:

## Annex B to invitation to tender – Example contract

|  |  |
| --- | --- |
| **CONTRACTOR AGREEMENT** | |
|  | |
| The Office for Fair Access  and  …. | (1)  (2) |
|  | |

**THIS CONTRACT** is made on

**BETWEEN**:

(1) The Office for Fair Access, a non-departmental Government body, whose office is at Nicholson House, Lime Kiln Close, Stoke Gifford, Bristol, BS34 8SR(the "**Company**"); and

(2) the "**Contractor**"

**BACKGROUND:**

(A) The Office for Fair Access wishes to engage the Contractor to provide the Services (as defined in this Agreement).

(B) The Contractor is in business on their own account and has agreed to provide the Services to the Office for Fair Access on the terms and conditions set out in this Agreement.

(C) Nothing in this Agreement is intended to or should be deemed to create a partnership or an employment or worker relationship between the Office for Fair Access and the Contractor or any of their employees, agents, substitutes or sub-Contractors.

**IT IS AGREED** as follows:

1. Interpretation
   1. In this Agreement the following words shall have the following meanings:

"**Director**" means the Director of Fair Access

"**Business Opportunities**" means any opportunities which the Contractor becomes aware of during the Engagement which relate to the business of the Office for Fair Access or any Group Company or which the Director reasonably considers might be of benefit to, or capable of exploitation by, the Office for Fair Access or any Group Company;

"**Capacity**" means as agent, Contractor, director, employee, owner, partner shareholder or in any other capacity;

"**Commencement Date**" means the start of the services as agreed by both parties.

"**Confidential Information**" means information relating to the business, products, affairs and finances of the Office for Fair Access or any Group Company including but, not limited to, details of suppliers, agents and distributors and their terms of business, details of customers and their requirements, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), business plans, strategic plans, regulatory results or plans, any proposals relating to the acquisition or disposal of the whole or part of a company or business or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, inventions, secret processes, designs, formulae and product lines, technical information and know how comprising trade secrets, any information which the Contractor or Substitute(s) is informed (verbally or otherwise) is confidential and any information which is marked "confidential" or which has been given to the Office for Fair Access or any Group Company in confidence by customers, suppliers or other persons or Substitute(s);

"**Engagement**" means the engagement of the Contractor by the Office for Fair Access on the terms of this Agreement as amended, renewed or varied from time to time

"**Group**"means the Office For Fair Access, the ultimate Holding Company of the Company and any Subsidiary of the Company or the ultimate Holding Company of the Company from time to time; and "**Group Company**" shall be construed accordingly;

**“Holding Company**" means a holding company (as defined by section 1159 of the Companies Act 2006) or a parent undertaking (as defined by section 1162 of the Companies Act 2006);

"**Insurance Policies**"means*commercial general liability insurance cover*, *employer's liability insurance cover*, *public liability insurance cover* and such other policies agreed between the parties from time to time;

"**Intellectual Property Rights**"means patents, rights to inventions, designs, trademarks, service marks, trade names, logos, get-up, domain names, copyright, including rights in computer software, database rights, moral rights, trade secrets, confidential information and know-how, and any other intellectual property rights, whether registered or not, including applications for registration (or rights to apply) and all similar forms of protection anywhere in the world;

"**Invention**" means any invention, idea, discovery, development, improvement or innovation made by the Contractor in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium;

"**Pre-Contractual Statement**" means any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the Engagement other than as expressly set out in this Agreement or any documents referred to in it;

"**Services**" **as set out in Schedule 1** such other services agreed between the parties to be provided by the Contractor in a consultancy capacity for the Office For Fair Access or any Group Company as set out in clause 3;

"**Subsidiary**" means a subsidiary (as defined by section 1159 of the Companies Act 2006) or a subsidiary undertaking (as defined by section 1162 of the Companies Act 2006);

"**Substitute**" shall have the meaning given to it in clause 3.3;

"**Termination Date**" means the date of termination of this Agreement howsoever arising;

* 1. "**Works**" means any and all works of authorship and materials developed, written or prepared by the Contractor, their employees, agents or sub-Contractors in the course of providing the Services (whether individually, collectively or jointly with the Office for Fair Access, and on whatever media) including, without limitation, any and all reports, studies, data, diagrams, charts, specifications, pre-contractual and contractual documents any inventions, improvements, designs, processes, information, copyright work, know-how, databases, trademarks, trade names or get up and all drafts thereof and working papers relation thereto. In this Agreement, unless the context otherwise requires:
     1. clause headings are inserted for convenience only and shall not affect the interpretation of this Agreement;
     2. references to a clause or schedule is to a clause of or schedule to this Agreement;
     3. any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to this Agreement or such document;
     4. the schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules;
     5. a reference to a statute or statutory provision is a reference to it as amended, modified, consolidated or re-enacted from time to time;
     6. unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
     7. unless the context otherwise requires, a reference to one gender shall include a reference to the other gender;
     8. a reference to any party shall include that party's successors and permitted assigns;
     9. "includes" or "including" means includes or including without limitation;
     10. any statement qualified by reference to a party's state of knowledge, belief or awareness shall be deemed to include an additional statement that, before making it, that party has made such enquiry as it would be reasonable to expect it to have made;
     11. Reference to an individual holding a position in the Office for Fair Access or a Group Company means the holder of that position from time to time.

1. provision of the services
   1. The Office for Fair Access hereby agrees to engage the Contractor to provide the Services on the terms of this Agreement from … to….
   2. While the Contractor shall determine the manner in which they shall provide the Services, they shall comply with the reasonable requests of the Office for Fair Access and shall use their reasonable endeavours to promote the interests of the Office for Fair Access in the course of the provision of the Services.
   3. The Contractor warrants that by entering into this Agreement or performing any obligations under it they will not be in breach of any other agreement, obligation or undertaking.
   4. The Contractor warrants that they (and any Substitute) are entitled to work in the United Kingdom without any additional approvals and will notify the Office for Fair Access immediately if they (or any Substitute) ceases to be so entitled during the course of the Engagement. This Agreement is conditional upon the Contractor providing such evidence of their entitlement to work in the United Kingdom as the Office for Fair Access may reasonably require.
   5. The Engagement shall commence on the Commencement Date and shall continue unless and until terminated by either the Office for Fair Access or the Contractor giving to the other not less than 3 months' notice in writing or otherwise in accordance with the terms of this Agreement.

1. Obligations
   1. During the Engagement the Contractor shall:
      1. provide the Services with all due care, skill and ability and use their best endeavours to promote the interests of the Office for Fair Access ;
      2. unless prevented by ill health or accident, will need to devote an estimated 100 *days* in total to the carrying out of the Services as detailed in schedule 1 together with such additional time if any as may be necessary for their proper performance;
      3. promptly give to the Director all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the business of the Office for Fair Access .
      4. promptly disclose to the Director any information of which the Contractor becomes aware which may adversely affect the Office for Fair Access including, without limitation, any information relating to the wrongdoing or proposed wrongdoing of the Contractor or any other employee or officer of the Office for Fair Access .
   2. If the Contractor is unable to provide the Services due to illness or injury they shall advise the Office for Fair Access of that fact as soon as reasonably practicable and shall provide such evidence of illness or injury as the Office for Fair Access may reasonably require. For the avoidance of doubt, no fee shall be payable in accordance with clause 3.2 in respect of any period during which the Services are not provided.
   3. The Contractor may, with the Director’s express written consent send a substitute to provide the Services instead of the Contractor (the "**Substitute(s)**"), provided that any such Substitute(s) shall have the appropriate skills and experience to provide the Services to the same standard as required of the Contractor and that any such Substitute(s) shall be required to enter into such direct undertakings with the Office for Fair Access as it may require, including with regard to Confidential Information and Intellectual Property. The Contractor shall procure that any Substitute shall comply with all obligations of the Contractor under this Agreement as if such obligation applied directly to such Substitute and agrees that the Contractor shall be liable for all and any acts and/or omissions of any Substitute and that any breach of the provisions of this Agreement by any Substitute will constitute a breach of this Agreement by the Contractor.
   4. During the Engagement, the Contractor will not (without the prior consent of the Office for Fair Access):
      1. represent the Contractor as having authority to negotiate or conclude or enter into any binding contract on behalf of the Office for Fair Access or their respective customers;
      2. pledge credit, incur expenditure or accept payments on behalf of the Office for Fair Access;
      3. sign any document, enter into any agreement or make any promise on behalf of the Office for Fair Access;
      4. make or cause or permit to be made any untrue, derogatory, disparaging or misleading statement in relation to the Office for Fair Access and its members, officers or employees; or
      5. hold the Contractor out as an agent, member or employee of the Office for Fair Access.
   5. The Contractor shall comply with:
      1. the anti-corruption and bribery policy of the Office for Fair Access and any other laws and regulations, policies and procedures of or issued by the it from time to time which relate to the provision of services or to which the Contractor is subject (save where these are inconsistent with the terms of this Agreement);
      2. all reasonable standards of safety and comply with the health and safety procedures of the Office for Fair Access from time to time in force at the premises where the Services are provided and report to the Office for Fair Access any unsafe working conditions or practices; and
      3. any applicable rules and regulations relating to the listing of, or transaction in, shares in the Office for Fair Access as amended from time to time.
   6. The Contractor undertakes to the Office for Fair Access that during the continuance of this Agreement they shall take all reasonable steps to offer (or cause to be offered) to the Office for Fair Access any Business Opportunities as soon as practicable after the same shall have come to his knowledge and in any event before the same shall have been offered by the Contractor (or caused by the Contractor to be offered to) any other party, provided that nothing in this clause shall require the Contractor to disclose any Business Opportunities to the Office for Fair Access if to do so would result in a breach by the Contractor of any obligation of confidentiality or of any fiduciary duty owed by the Contractor to any other person, firm or company.
   7. The Contractor may use another person, firm, company or organisation to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that the Office for Fair Access will not be liable to bear the cost of such functions.
2. fees and deductions
   1. In consideration of the provision of the Services, the Office for Fair Access shall within 14 days of receipt of an invoice submitted in accordance with clause 4.2, pay to the Contractor a fee of (the "Fee"), for the Works the Contractor has performed the services in accordance with clause 3.1b which shall be payable (subject to compliance with clause 4.2) by bank transfer monthly in arrears.
   2. The Contractor shall, 7 days of the end of the previous month (as required by the Office for Fair Access) render invoices to the Office for Fair Access in arrears in respect of the Fee payable for the Services that have been provided in respect of that period and, if registered for Value Added Tax, shall show any Value Added Tax separately on such invoices. All invoices shall provide details of the time spent by the Contractor or any Substitute in the provision of the Services and the Services which have been provided.
   3. In the event of a dispute with regard to sums contained within an invoice, the Office for Fair Access shall be entitled to withhold payment of the amount in dispute pending settlement or resolution of the dispute.
   4. The Contractor agrees that they are responsible for all tax liabilities arising in connection with any payments made under this Agreement.
   5. If, in the sole opinion of the Office for Fair Access, the Contractor fails to perform the Services to the standard required by the Office for Fair Access, without prejudice to clause 13 the Contractor agrees that the Office for Fair Access may deduct from any Fee due to the Contractor a sum equivalent to the cost to the Office for Fair Access (including, without limitation, the time spent and materials needed (if any)) to make good such defective service.
   6. In addition, the Contractor agrees that the Office for Fair Access shall be entitled to deduct from the Fee (and any other sums) due to the Contractor any sums that the Contractor may owe to the Office for Fair Access at any time.
3. expenses
   1. The fee is a fixed price for the Works the Contractor has performed, inclusive of any expenses. The Office for Fair Access may reimburse (or procure the reimbursement of) any additional and reasonable expenses properly and necessarily incurred by the Contractor in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.
   2. If the Contractor is required to travel abroad in connection with the provision of the Services, the Contractor shall be responsible for any necessary insurances, inoculations and immigration requirements.

1. WORK LOCATION
   1. The Contractor will carry out the obligations under this Agreement at …, or such other location that their, in consultation with the Office for Fair Access , considers necessary for the proper performance of the Services. The Contractor shall and shall procure that any Substitute(s) shall attend any premises of the Office for Fair Access and any other required site for meetings at the reasonable request of the Office for Fair Access.
2. other activities
   1. Nothing in this Agreement shall prevent the Contractor from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement, provided that:
      1. such activity does not cause a breach of any of the Contractor's obligations under this Agreement; and
      2. the Contractor shall not (except with the prior written permission of the Office for Fair Access or its Director) be directly or indirectly employed or engaged, in any other business or undertaking to the extent that such engagement prevents the Contractor carrying out their obligations under this Agreement or puts the Contractor in a position where their interests conflict or may conflict with those of the Office for Fair Access.
3. EQUALITY AND DIVERSITY
   1. The Contractor should be aware that the Office for Fair Access, as a public body, is subject to the public sector duties listed within the 2010 Equality Act: [http://www.equalitiesgov.uk/equality\_bill.aspx](http://www.equalitiesgov.uk/equality_bill.aspx%20%20)
   2. The nature of the services required in this contract will meant that the Contractor is itself carrying out a public authority function and the Contractor is bound by the general duty in relation to carrying out the services. The Office for Fair Access will continue to monitor the contract in order to ensure it is meeting its requirements.
   3. The Contractor shall notify the representative of the Office for Fair Access forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Contractor under the legislation above.
   4. Where in connection with this Contract the Contractor, its agents or sub-Contractors, or the Contractors staff are required to carry out work on the premises of the Office for Fair Access or alongside its employees on any other premises, The Contractor shall comply with the employment policy and codes of practice of the Office for Fair Access relating to discrimination and equal opportunities. The Office for Fair Access adopts the Equality and Diversity Scheme of the Higher Education Funding Council for England. This is a live document, and the current version can be accessed at: <http://www.hefce.ac.uk/pubs/year/2012/201203/>

1. Confidential Information and company property
   1. The Contractor acknowledges that in the course of the Engagement they will have access to Confidential Information. The Contractor therefore agrees to the restrictions in this clause 9.
   2. The Contractor shall not (except in the proper performance of their duties under this Agreement) either during the Engagement or at any time after the Termination Date, use or disclose to any firm, person or company and shall use his best endeavours to prevent the publication or disclosure of any Confidential Information. This restriction does not apply to:
      1. any use or disclosure authorised by the Office for Fair Access or required by law, court order or any governmental or regulatory authority; or
      2. any information which is already in, or comes into, the public domain otherwise than through the Contractor's unauthorised disclosure.
   3. All documents, manuals, hardware and software provided for the Contractor's use by the Office for Fair Access, and any data or documents (including copies) produced, maintained or stored on its computer systems or other electronic equipment (including mobile phones if provided by the Office for Fair Access), remain the property of the Office for Fair Access.
2. Data protection
   1. The Contractor consents to the Office for Fair Access holding and processing data relating to them for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Contractor including, as appropriate:
      1. information about the Contractor's physical or mental health or condition in order to monitor and take decisions as to the Contractor's fitness for work; or
      2. the Contractor's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;
      3. information relating to any criminal proceedings in which the Contractor has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties; and
      4. any other sensitive data to be processed e.g. union membership,
   2. The Contractor consents to the Office for Fair Access making such information available to any Group Company, those who provide products or services to the Office for Fair Access such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential future owners of the Office for Fair Access or any part of its business.
   3. The Contractor consents to the transfer of such information to the business contacts of the Office for Fair Access outside the European Economic Area in order to further its or their business interests
3. Fieldwork
   1. The Contractor consents to conducting fieldwork in accordance to RCUK’s Research Integrity and Good Conduct policies: <http://www.rcuk.ac.uk/funding/researchintegrity/>
   2. The Contractor will seek informed consent from all participants involved in fieldwork and take steps to ensure the anonymity of participants after any transcription of fieldwork.
   3. The Contractor consents to irretrievably deleting fieldwork audio files at the termination of this Agreement.
   4. Data collected during the fieldwork by the Contractor can be used by the Contractor in future research, in agreement with the Office for Fair Access.
4. FREEDOM OF INFORMATION ACT
   1. Please be aware that as a public body, the Office for Fair Access is subject to the Freedom of Information Act 2000 (FOI). Our policy is to fully disclose tender information in compliance with the FOI, if a FOI Act request is received. However, we will not disclose any information that forms part of this tendering process until the final award of the contract and all unsuccessful bidders have been informed.
   2. There may be elements of your tender submission which you consider to be potentially commercially-sensitive and would not want them to be disclosed. The FOI Act does allow certain exemptions related to trade secrets and commercial interests see <http://www.foi.gov.uk> for further details. **Therefore, where you consider tender information falls into this category, please extract the information and insert it into a separate annex, which we will treat as being potentially commercially-sensitive but you should refer to it in the main body of the tender.** When the Office for Fair Access consider it to be appropriate and practicable, we may seek the views of the Contractor before disclosing information in this annex. The Contractor acknowledges that information provided in this annex is of indicative value only and that the Office for Fair Access may nevertheless be obliged to disclose this information in accordance with the requirements of the FOIA. All information in the main tender documents would be disclosed should a request be received.
5. Inventions and Other Intellectual Property
   1. The parties foresee that the Contractor may create or develop Intellectual Property in the course of the Engagement.
   2. Any Intellectual Property created or developed by the Contractor in the course of providing the Services under this Agreement (the "Created Intellectual Property") shall forthwith be disclosed to the Office for Fair Access and shall belong to and be the absolute property of the Office for Fair Access.
   3. The Contractor shall record any Created Intellectual Property created or developed by them in writing in accordance with good industry practice in sufficient detail to enable a person of reasonable skill in the relevant field to understand and work that Intellectual Property.
   4. To the extent they do not automatically vest in the Office for Fair Access by the operation of law, the Contractor hereby assigns absolutely to the Office for Fair Access all present and future rights in the Created Intellectual Property together with the right to claim damages and all other remedies for infringement.
   5. The Contractor if and whenever required so to do by the Office for Fair Access shall at the expense of the Office for Fair Access :
      1. apply, join with or provide assistance to the Office for Fair Access in connection with any application to register and/or to exploit or enforce in the United Kingdom and in any other part of the world the Created Intellectual Property; and
      2. execute all instruments and do all things necessary for vesting all right title and interest to and in the Created Intellectual Property absolutely as sole legal and beneficial owner in the Office for Fair Access or in such other person as the Office for Fair Access may specify.
   6. The Contractor hereby irrevocably and unconditionally waives all moral rights under Chapter IV Copyright, Designs and Patents Act 1988 and all rights of a similar nature in connection with the Contractor's authorship of any existing or future copyright work in the course of their duties under this Agreement, in whatever part of the world such rights may be enforceable.
   7. The Contractor acknowledges that no further fees other than those provided for in this Agreement are or may become due to the Contractor in respect of the performance of their obligations under this clause.
   8. The Contractor will indemnify the Office for Fair Access and keep it indemnified on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the normal use or possession of the Works infringes the intellectual property rights (including without limitation any patent, copyrights, registered design, design right or trademark) of any unaffiliated third party.
   9. The Contractor hereby irrevocably appoints the Office for Fair Access to be the Contractor’s attorney in their name and on their behalf to execute and do any such instrument or thing and generally to use his name for the purpose of giving to the Office for Fair Access the full benefit of this clause. In favour of any third party a certificate in writing signed by the Director or the Office for Fair Access that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case.
   10. If the normal use or possession by the Office for Fair Access of the Works is held by a court of competent jurisdiction to constitute an infringement of a third party's intellectual property rights or if the Contractor is advised by legal counsel that such use or possession is likely to constitute such an infringement then the Contractor shall promptly and at the Contractor’s own expense:
       1. procure for the Office for Fair Access the right to continue using and possessing the Works; or
       2. modify or replace the Works so as to avoid the infringement (in which event the Contractor shall compensate the Office for Fair Access for the amount of any direct loss and/or damage sustained or incurred by the Office for Fair Access by reason of such modification or replacement); or
       3. if (a) or (b) cannot be accomplished on reasonable terms, refund such proportion of the Fee as is reasonable to the Office for Fair Access .
6. insurance and liability
   1. The Office for Fair Access will not be liable for any of the acts or omissions of the Contractor or the Contractor’s employees, agents or sub-Contractors and the Contractor will indemnify the Office for Fair Access on a continuing basis against all liabilities resulting or arising at any time from any such acts or omissions (including losses or expenses resulting from personal injury or property damage).
   2. Save as provided in this Agreement, the Contractor shall be liable for any loss, liability or costs (including reasonable legal costs) incurred by the Office for Fair Access in connection with the provision of the Services. The Contractor will accordingly, as requested by the Office for Fair Access, maintain at the Contractor’s own cost and expense full and comprehensive Insurance Policies in respect of the provision of the Services.
   3. The Contractor shall (on request) supply to the Office for Fair Access y on request copies of such Insurance Policies and evidence that the relevant premiums have been paid.
   4. The Contractor shall notify the insurers of the interest of the Office for Fair Access and shall cause such interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by the Office for Fair Access against the Contractor in respect of which the Contractor would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify the Office for Fair Access directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify the Office for Fair Access, the Contractor shall use all insurance monies received by the Contractor to indemnify the Office for Fair Access in respect of any claim and shall make good any deficiency from its own resources.
   5. The Contractor shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Contractor is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Contractor shall notify the Office for Fair Access without delay.
7. early Termination
   1. Notwithstanding the provisions of clause 2.3, the Office for Fair Access may terminate the Engagement with immediate effect without notice and without any liability to pay any remuneration, compensation or damages if at any time:
      1. the Contractor is guilty of any gross misconduct, serious negligence or neglect in the performance of, or fails to perform, any of their obligations under this Agreement;
      2. the Contractor commits any serious or persistent breach of any of the Contractor’s obligations under this Agreement or refuses or neglects to comply with any reasonable or lawful directions of the Office for Fair Access;
      3. is in breach of the anti-corruption and bribery policy and related procedure of the Office for Fair Access or engages in any activity, practice or conduct which would constitute or result in an offence by either party under the applicable anti-bribery laws or regulations, including the Bribery Act 2010;
      4. the Contractor is convicted of a criminal offence (other than an offence which in the opinion of the Office for Fair Access does not affect the Contractor’s position as a Contractor of the Office for Fair Access bearing in mind the nature of the Services and the capacity in which the Contractor is engaged);
      5. the Contractor is in the reasonable opinion of the Office for Fair Access negligent and/or incompetent in the performance of the Services;
      6. an order is made or petition is presented for the bankruptcy of the Contractor (whether any such petition is presented by the Contractor or by any other person);
      7. the Contractor is incapacitated (including by reason of illness of accident) from providing Services for an aggregate period of 30 days in any 52 week consecutive period;
      8. the Contractor by their acts or omissions brings (in the reasonable opinion of the Office for Fair Access into disrepute or prejudices the interests of the Office for Fair Access;
      9. the Contractor has become a patient under any mental health legislation; or
      10. the Contractor has been convicted of an offence under any statutory enactment or regulation relating to insider dealing; or
      11. the Contractor ceases to be entitled to work in the United Kingdom and/or fails to provide evidence of such an entitlement contrary to clause 2.3.
      12. The references to the "Contractor" in clause 15.1(a) to (k) shall include any employees, agents and/or sub-Contractors of the Contractor and any Substitute under clause 3.3 and shall be construed accordingly.
   2. The rights of the Office for Fair Access under clause 15.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Contractor as having brought the Agreement to an end. Any delay by the Office for Fair Access in exercising its right to terminate shall not constitute a waiver of it.
8. obligations upon TERMINATION
   1. On request and in any event on the termination of this Agreement (howsoever caused), the Contractor shall:
      1. deliver up to the Office for Fair Access (or a designated representative) all and any property belonging to the Office for Fair Access or relating to their business in the Contractor’s power, possession or control including but not limited to, any equipment, records, correspondence, files, client lists, all materials falling within the scope of clause 9, other documents (whether confidential or not), security passes, keys, and any other property belonging to the Office For Fair Access;
      2. inform the Office for Fair Access of all passwords used by the Contractor in relation to any computers or other IT equipment or any IT systems belonging to the Office for Fair Access;
      3. irretrievably delete any information relating to the business of the Office for Fair Access (and all matters derived from them) that is stored on any computer or storage media or otherwise in any electronic form and which is in their possession, custody or control but which is not to be returned to the Office for Fair Access in accordance with this clause 16; and
      4. provide a signed statement that the Contractor has complied fully with their obligations under this clause 16 and shall allow the Office for Fair Access to inspect any such computer or other device to which this clause 16 relates.
9. status
   1. The relationship of the Contractor to the Office for Fair Access will be that of independent Contractor and nothing in this Agreement shall render the Contractor an employee, worker, agent or partner of the Office for Fair Access and the Contractor shall not hold them out as such.
   2. This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Contractor shall be fully responsible for and shall indemnify the Office for Fair Access for and in respect of payment of the following within the prescribed time limits:
      1. any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Contractor (or their associates) in respect of the Services, where such recovery is not prohibited by law. The Contractor shall further indemnify the Office for Fair Access against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Office for Fair Access in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the negligence or wilful default of the Office for Fair Access;
      2. any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Contractor or any Substitute against the Office for Fair Access arising out of or in connection with the provision of the Services.
   3. The Office for Fair Access may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Contractor.
10. Notices
    1. Any notice or other document to be given under this Agreement shall be in writing and should be sent, in the case of the Office for Fair Access, to its registered office or in the case of the Contractor, to their last known address (whether electronic or postal) or given personally to the Contractor or, in the case of the Office for Fair Access, to the Director.
    2. Delivery of any such notice shall take effect, if given personally, upon delivery, if sent by fax, when a complete and legible copy of the communication has been received or, if posted, 48 hours after the notice was posted. Any notice given by e-mail shall be deemed to have been given one hour after it was sent [and a hard copy shall be sent by way of post or fax by way of confirmation.
11. ENTIRE AGREEMEnt
    1. Each party on behalf of itself and ) acknowledges and agrees with the other party that:
       1. in relation to its subject matter, this Agreement together with any documents referred to in it constitute the entire agreement between the Contractor and the Office for Fair Access and supersedes all prior agreements, arrangements or understanding between them;
       2. in entering into this Agreement neither party has relied on any Pre-Contractual Statement; and
       3. the only remedy available to it for breach of this Agreement shall be for breach of contract under the terms of this Agreement and each party shall have no right of action against any other party in respect of any Pre-Contractual Statement. Nothing in this Agreement shall limit or exclude liability for fraud.

1. VARIATION
   1. No variation of any provision of this Agreement shall be effective unless it is in writing and signed by or on behalf of the parties.
2. GOVERNING  law and jurisdiction
   1. This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts, except that a party may seek an interim injunction or urgent relief in any court of competent jurisdiction.

1. force majeure
   1. No party shall be responsible for delays nor failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations, power failure(s), earthquakes, or other disasters. Performance times shall be considered to be extended for a period of time equivalent to the time lost because of such delay.

1. third party rights

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 except that any Group Company may enforce any benefit conferred on it, and the parties agree that they may amend or vary any or all terms of this Agreement or terminate this Agreement without the consent of any such Group Company.

1. counterparts
   1. This Agreement may be signed in any number of counterparts and has the same effect as if the signatures on counterparts were on a single copy of this Agreement, Each counterpart, when executed, shall constitute an original of this Agreement, but all executed counterparts shall together constitute a single instrument.

1. General
   1. This Agreement constitutes a contract for services that has been freely negotiated between the parties to it and not a contract of employment and nothing in this Agreement shall constitute or be construed as constituting or establishing any employment or worker relationship, partnership or joint venture between any of the parties hereto for any purpose. The Contractor acknowledges that they are in business on their own account and that the Office for Fair Access is a client or customer of their business undertaking such that the Contractor is not a worker of the Office for Fair Access for any purpose.
   2. The parties further agree and acknowledge that the Contractor is not an agent for the purposes of the Commercial Agents (Council Directive) Regulations 1993.
2. - Services

The Services are hereby agreed as follows:

1. **Scope of Work**
   1. The Contractor will undertake pre-planned research work for the Office for Fair Access in accordance with the invitation by the Office for Fair Access to tender dated … and the Contractor's tender documents dated …
   2. The Office for Fair Access is commission the Contractor to complete research on Understanding a whole institution approach to widening participation.
   3. The Contractor will:
2. **Contacts**

The representative of the Office for Fair Access shall be:

Tel:

The Contractor's representative shall be:

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| --- | --- |
| SIGNED by ........................................................  for and on behalf of **the Office for Fair Access**  WITNESS:  Signature ............................................................  Name ..................................................................  Address ................................................................  ................................................................................  ................................................................................  ................................................................................  Occupation .........................................................  (PLEASE COMPLETE IN CAPITALS) | ................................................................  (Signature)  ................................................................  (Date) |

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| --- | --- |
| SIGNED by ........................................................  for and on behalf of **the Contractor**  WITNESS:  Signature ............................................................  Name ..................................................................  Address ................................................................  ................................................................................  ................................................................................  ................................................................................  Occupation .........................................................  (PLEASE COMPLETE IN CAPITALS) | ................................................................  (Signature)  ................................................................  (Date) |

### Appendix A –Data Protection Agreement

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| --- | --- |
| Project |  |
| The Contractor |  |
| The Company |  |
| Office for Fair Access contact |  |
| Date |  |

The Office for Fair Access and the Contractor have entered into an agreement dated … for the Contractor to provide certain data processing services to the Office for Fair Access , for the purpose stated below. In consideration of the parties entering into that agreement the parties agree as follows:

### Data (“the Data”)

1. Files containing data extracted through MAXQDA relating to access agreements from 2016-17, 2017-18 and 2018-19. This is publically available data that has been coded and analysed by the Office for Fair Access.
2. The data shared by the Office for Fair Access with the Contractor will be restricted to that pertaining to the Works outlined in this agreement.
3. Information provided to the Contractor for further use will be made available under the Open Government Licence for Public Sector Information:

<http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>

### Purpose (“the Purpose”)

1. The Purpose of the Contractor processing (as defined under section 1(1) Data Protection Act 1998 (“DPA 1998”) (‘Processing’ and ‘Process’ and ‘Processed’ shall be construed accordingly) the Data shall be in order to:
   * + - 1. Undertake and complete to the Works identified above in this Agreement.

### Warranties

The Contractor warrants and confirms that

1. The Contractor shall at all times comply with the DPA 1998 including any Processing of Personal Data and Sensitive Data to be performed in connection with this contract.
2. The Database and any data derived from the Database (together “the Data”) including all intellectual property rights in the Data shall be and shall remain the property of the Office for Fair Access [subject always to the rights of any licensor to the Office for Fair Access of all or any part of the Database] at all times.
3. The Data shall only be Processed by the Contractor in accordance with (and in ascending order of priority):
   1. The Purpose.
4. The Contractor will maintain the Data at all times in strict confidence.
5. The Contractor will ensure that the Data is not disclosed to any third party, without the prior written consent of the Company save as required by law.
6. Prior to the Processing of the Data the Contractor shall take all necessary technical and organisational precautions and measures to preserve the integrity of the Data and prevent any unlawful or unauthorised Processing (“the Security Measures”).
7. The Contractor shall keep accurate records of its Security Measures, and the Company and its advisors shall be entitled at any time to enter on to the Contractor’s premises in order to inspect the premises and inspect and make copies of such records, in order to audit the Security Measures and to ensure the Contractor’s compliance with this agreement.
8. The Contractor will restrict access to the Data to only those of the Contractor’s responsible employees who need to have such access to it for the purposes of providing the Contractor’s services as agreed and who have signed an agreement with the Contractor imposing upon such employees obligations corresponding to those contained in this agreement.
9. Data will not be transferred to any other country without the explicit written consent of the Company and then ensuring suitable data protection safeguards.
10. The Contractor shall fully co-operate with the Company to ensure the Company’s compliance with its obligations under the DPA 1998 and in connection with the Data, the Contractor shall notify the Company immediately if it receives any of the following, and in any event will assist the Company as instructed, in complying or responding to:
    1. an Information Notice, or any other notice (including in particular any deregistration, enforcement or transfer prohibition notice) served on the Contractor by the Information Commissioner.
    2. complaints from Data Subjects.
    3. any investigation of any breach or alleged breach of the DPA 1998.
11. The Contractor shall not publicise any Data without the prior written consent of the Company and any such publication shall include an acknowledgement of the Company’s input. The Company shall have the right to correct any factual errors in the publication and reserves the right to refuse to consent to publication.
12. The Contractor shall not assign or sub-contract the whole or any part of the Processing of the Data to any third party without the prior written consent of the Company.

### Indemnity

1. The Contractor undertakes to fully indemnify the Office for Fair Access against any loss or damage, which the Company may sustain or incur as a result of any breach by the Contractor of the provisions of this agreement.

### Termination

1. In addition to any other rights under this agreement, the Office for Fair Access shall be entitled to terminate this agreement:
   1. Upon termination of the main agreement between the Contractor and the Office for Fair Access dated….
   2. If the Contractor is in breach of any provision of this agreement.
   3. If a notice is served on the Contractor by the Information Commissioner and the Companyconsiders that the Contractor’s ability to Process the Data in accordance with this agreement is prejudiced by the service of such notice.
   4. Upon one months’ notice in writing by the Office for Fair Access to the Contractor.

18. The terms of this agreement shall survive its termination and the termination of any other agreement between the Office for Fair Access and the Contractor.

### Entire Agreement

19. This agreement shall constitute the entire agreement between the parties with respect to the data protection of the Data and shall supersede any and all prior agreements and understandings relating thereto. No amendment or addition of or to any provision of this agreement shall be binding unless in writing and signed by an authorised representative of both parties.

### Choice of Law

This agreement shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

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| SIGNED by ........................................................  for and on behalf of **the Office for Fair Access**  WITNESS:  Signature ............................................................  Name ..................................................................  Address ................................................................  ................................................................................  ................................................................................  ................................................................................  Occupation .........................................................  (PLEASE COMPLETE IN CAPITALS) | ................................................................  (Signature)  ................................................................  (Date) |

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| --- | --- |
| SIGNED by ........................................................  for and on behalf of **the Contractor**  WITNESS:  Signature ............................................................  Name ..................................................................  Address ................................................................  ................................................................................  ................................................................................  ................................................................................  Occupation .........................................................  (PLEASE COMPLETE IN CAPITALS) | ................................................................  (Signature)  ................................................................  (Date) |