

# **The Environmental Association for Universities and Colleges**

**Invitation to Tender**

**Project Delivery of  
Promoting Poverty-Aware Procurement on Campus**

## **Part 1: Introduction**

1. The Environmental Association for Universities and Colleges (the “EAUC”) invites tenders for delivery of the Promoting Poverty-Aware Procurement Campus project.
2. Funded by the Department for International Development (DfID), the aim of the project is to raise awareness of the issues of poverty amongst university and college procurement professionals and to produce guidance on Poverty-Aware Procurement within the further and higher education sectors.
3. The contract will commence in September 2009 and will be completed by 31 March 2010.
4. The Invitation to Tender (the “ITT”):
  - details the background of this procurement;
  - specifies the activities and outputs which the EAUC wishes to procure (the “EAUC’s Requirements”); and
  - provides the details of the competition being conducted by the EAUC to select a supplier to enter into a contract for the provision of the EAUC’s Requirements.
5. In this ITT, reference to the “Tenderer” are to the company, partnership, individual or other legal entity which, in response to this ITT, prepares and submits a tender to the EAUC in accordance with this ITT. That tender is referred to in this ITT as the “Tender”.

## **Part 2: The procurement**

6. Appendix i to this ITT provides background information in relation to the EAUC generally, and also to this procurement.

### **The specification**

7. The EAUC’s requirements are set out below. This is the “Specification”. The Specification will form part of the contract between the EAUC and the successful tenderer.

### ***The EAUC’s requirements are as follows:***

8. The EAUC is seeking proposals to deliver its Promoting Poverty-Aware Procurement on Campus project, which aims to raise awareness of poverty issues amongst university and college procurement professionals, providing them with

practical tools that will lead to changes in procurement practices within the further and higher education sectors.

## **Aims and Objectives**

9. Funding for the project runs until 31 March 2010 and is focused on Scotland and northern England. The key aims and objectives of the project are:
- to develop greater understanding of the links between poverty and procurement amongst procurement professionals and associated bodies in further and higher education;
  - increased awareness amongst the wider further and higher education sectors as a whole and within collaborative procurement organisations of the links between poverty and procurement, of the new procurement processes required and of the means of introducing changes;
  - a review of existing procurement practices and identification of new processes that will enable institutions to introduce changes in their procurement; and
  - guidance on procurement processes that will enable poverty implications to be considered when procurement decisions are being made.

## **Outputs**

10. There will be several written materials which should be developed in collaboration with sector partners:
- a. *Commodity Data Sheets* – Data Sheets should be produced for 14 categories of goods and services which are used in institutions. These categories are to be agreed and finalised with the EAUC but as a minimum will include information relating to products in the following categories:
    1. beauty products;
    2. beverages;
    3. clothing/textiles;
    4. electronics;
    5. fruit/vegetables;
    6. seafood;
    7. steel; and
    8. timber.

The purpose of the Data Sheets is i) to provide information for procurement professionals on the impacts on poverty of specific commodities and ii) to make recommendations on ways in which procurement can be used to minimise negative impacts and maximise positive impacts of procurement on poverty.

- Draft Commodity Data Sheets should be delivered to the EAUC no later than **30 November 2009**.
  - Final Commodity Data Sheets should be delivered to the EAUC no later than **31 December 2009**.
- b. *Guidance on Poverty-Aware Procurement* – information from the Data Sheets and existing materials on good practice in sustainable, responsible and ethical procurement should be collated and combined to produce good practice guidance for institutions and sector organisations on Poverty-Aware Procurement.
- Draft Guidance on Poverty-Aware Procurement should be delivered to the EAUC no later than **31 January 2010**.
  - Final Guidance on Poverty-Aware Procurement should be delivered to the EAUC no later than **15 March 2010**.
- c. *Guidelines on Making Procurement Changes* – practical change management guidelines should also be developed to enable institutions and sector organisations to implement changes in their existing procurement practices and processes.
- Draft Guidelines on Making Procurement Changes should be delivered to the EAUC no later than **31 January 2010**.
  - Final Guidelines on Making Procurement Changes should be delivered to the EAUC no later than **15 March 2010**.
- d. *Dissemination* - Several methods should be used disseminate the findings of the project and to promote Poverty-Aware Procurement, this includes:
- Website – All written outputs will be published on dedicated space on the EAUC website;
  - Video – a mixture of vox pops, podcasts and downloads should be developed and made available online showing the links between poverty and procurement and examples of processes that have been introduced to mitigate impacts; and
  - Workshops – incorporated into existing EAUC events, including the Annual Conference, three workshops should be developed and delivered across the UK to raise awareness of the project and promote the use of the Commodity Data Sheets and the associated Guidance.

## **Project Partners and Advisory Board**

11. The EAUC has established a remote network of college and university partners to advise on existing and proposed procurement practices and processes and to contribute to the development of written materials. These partners are:

Ayr College	University of Bradford
Blackpool & The Flyde College	University of Cumbria
Cardinal Newman College	University of Central Lancashire
Elmwood College	University of Durham
Leeds Metropolitan University	University of Edinburgh
Oatridge College	University of Manchester
Stockton Riverside College	University of St Andrews

12. In addition, the EAUC has established a project advisory board, whose role is to provide support and direction on wider project governance, including advice on general procurement issues, government regulation and legislation and broader sustainability issues. Chaired by the EAUC, the Advisory Board will meet 2-3 times over the period of the contract and consist of representatives from:

- Advanced Procurement for Universities and Colleges;
- Association of University Procurement Officers;
- North Eastern Universities Purchasing Consortium;
- North Western Universities Purchasing Consortium;
- NUS Services Limited;
- People & Planet;
- Scottish Fair Trade Forum; and
- SNUPI.

13. The successful tenderer will be expected to attend Advisory Board meetings and engage regularly with the Advisory Board and the remote network of partner institutions.

### **Part 3: Tender requirements**

14. This Part 3 of the ITT is concerned with instruction to Tenderers on submission of Tenders, including an explanation of the required content of Tenders.

#### **Introductory requirements**

15. The Tenderer should include full contact details, including the legal name of the Tenderer, a full postal address and, where the Tenderer is a company, the company number and the registered office.

16. A telephone number, fax number and email contact details for the Tenderer should also be provided.

#### **Tender specific requirements**

17. All Tenders should include the following information:

- a. the Tenderer's proposed approach and method statement to meeting the requirements of the Specification;
- b. the Tenderer's relevant skills and previous experience;
- c. the name of the person who will be principally responsible for performance and fulfilment of the EAUC's Requirements, together with details of that person's education and professional qualifications and relevant skills and experience;
- d. details of the other key personnel who would be involved in the performance and fulfilment of the EAUC's Requirements and their educational and professional qualification and relevant skills and experience;
- e. Pricing Requirements: to include a breakdown of hourly rates, total anticipated hours, expected travel and other overheads, representing the total cost to the EAUC for the performance and fulfilment of the EAUC's Requirements, including all expenses and outlays;
- f. confirmation that the Tenderer will be able to accept the EAUC's standard Terms and Conditions, as issued with this ITT;
- g. the Tenderer's latest audited financial statements;
- h. the Tenderer's annual turnover in the last two financial years;
- i. details of the Tenderer's employers' liability, public liability and professional indemnity insurance cover;
- j. the number of people the Tenderer employs;
- k. confirmation that the Tenderer:
  - i. is not subject to proceedings relating to bankruptcy, insolvency, administration, receivership or any equivalent proceedings;
  - ii. is not aware of any such pending proceedings; and
  - iii. has not made any composition or arrangements with or for the benefits of its creditors;
- l. confirmation that the Tenderer has not, and none of its directors, officers or proprietors have, been convicted of any criminal offence related to the business of the Tenderer or professional conduct.

18. Notwithstanding the requirements above at 16(f) above as to the EAUC's Standard Terms and Conditions, if a Tenderer believes that it can only submit a sustainable Tender with certain qualifications to those Terms and Conditions, the EAUC may accept a Tender that is qualified in that respect to the minimum extent necessary and shall evaluate that Tender accordingly.
19. Any such qualification to the EAUC's standard Terms and Conditions should be indicated by including as part of the Tender a matrix which details the particular clause of those terms and conditions which the Tenderer wishes to qualify and a precise description of that qualification. If possible, the Tenderer should also provide details of any alteration to its proposed contract price which the Tenderer would require to make in order to comply fully with the EAUC's standard Terms and Conditions.

### **General Requirements**

20. Tenderers should submit three hard copies of their Tender and one copy in electronic format on a CD (with files in Microsoft Word or pdf format). All Tenders shall be submitted in English.
21. All prices shall be stated in Sterling, inclusive of VAT.

### **Sub-contractors**

22. If the Tenderer proposes to use sub-contractors in relation to the performance and fulfilment of the EAUC's Requirements, then the Tenderer must provide the same details in respect of each sub-contractor as it is asked to provide in respect of itself. For example, contact details should be given for each sub-contractor, as should key personnel, financial and insurance information.

### **Completion of Tenders**

23. Tenderers must include with their Tender signed copies of the *Form of Tender* and the *Bona Fide Competitive Tender Form*, copies of which are included in Appendices iv and v of this ITT respectively.

### **Compliance**

24. Please note that if a Tenderer does not comply with any of the requirements of this ITT as regards the Tender, the EAUC may (at its sole discretion) reject that Tender.

### **Submission of Tenders**

25. Tenders should be submitted in a sealed envelope or package, clearly marked as a "Tender Submission".

26. Tenders should be sent to:

Sarah Lee  
Programme and Events Manager  
Environmental Association for Universities and Colleges  
Queen Margaret University  
Queen Margaret University Drive  
Musselburgh  
East Lothian  
EH21 6UU

27. Tenderers should ensure that their Tender is submitted to the EAUC no later than **12 noon on Monday 17 August 2009** (the “tender return date”).

#### **Part 4: The tender process**

28. Following the tender return date, an EAUC Assessment Panel will evaluate the Tenders it has received using the Evaluation Criteria outlined in Appendix ii. Tenderers will be invited to interview to discuss their tenders. Following this interview, the evaluation of the tenders will be revisited, again applying the Evaluation Criteria, and the successful Tenderer selected on that basis.

29. The EAUC’s indicative procurement timetable is as follows:

<b>Date</b>	<b>Task</b>
20 July 2009	Issue of ITT
17 August 2009	Tender Return Date
21 August 2009	Assessment Panel meeting
27 August 2009	Interviews
28 August 2009	Contract Award
31 March 2010	Contact Completion

#### **Enquiries by Tenderers**

30. During the Tender preparation period, Tenderers may submit written questions and requests for clarification or further information. Tenderers should address their questions and requests for clarification or further information as regards any technical or administrative enquiries to Sarah Lee, Programme and Events Manager ([slee@cauc.org.uk](mailto:slee@cauc.org.uk)).

31. Tenderers should only communicate with the EAUC in this way during the tender process.

32. Where any such enquiry has been made, the EAUC may, if it considers it appropriate, circulate to all Tenderers a copy of the enquiry and the written response, preserving the anonymity of the enquirer.



33. If a Tenderer does not wish an enquiry to be circulated in this way, this should be clearly indicated in the enquiry. If the EAUC considers that an enquiry submitted in this way cannot be answered without compromising the integrity of a fair and open procurement process, the EAUC will advise the Tenderer of this.

#### **Clarification after submission of Tenders**

34. The EAUC may request clarification or further information of any part of a Tender at any time prior to completing the evaluation of Tenders and Tenderers shall respond promptly to any such clarifications. Any such clarification or further information may be taken into account by the EAUC in evaluating tenders.

#### **Notification of Outcome**

35. All Tenderers who submit a Tender will be notified of the outcome of the tendering process in writing.

#### **Part 5: Conditions of Participation**

36. Appendix iv contains conditions which apply to this procurement exercise, including as regards, for example, confidentiality, non-collusion and the EAUC's rights. The attention of the Tenderer is drawn to these conditions.

#### **Part 6: Conclusion**

37. The EAUC appreciates the time and effort which will be expended in preparing the Tender and looks forward to receiving this.

## **Appendix i: Background information**

### **The Environmental Association for Universities and Colleges (the “EAUC”)**

The EAUC is the environmental and sustainability champion within the further and higher education sectors. We are a member association supporting universities and colleges across the UK. Through the provision of training, advice, guidance and support, our aim is to ensure that our members have access to latest information relating to environmental legislation, technologies, best practice and research to enable each institution to improve its environmental performance.

Further details of our activities can be found at [www.eauc.org.uk](http://www.eauc.org.uk).

## **Appendix ii: Evaluation Criteria**

### **1. Introduction**

- 1.1. Tenders will be evaluated by the EAUC in accordance with the evaluation process set out in this Appendix ii.

### **2. Standing of Tenderer**

- 2.1. The financial and insurance information provided by Tenderers in their Tenders will be used by the EAUC to assess the financial standing of the Tenderer.
- 2.2. Any Tenderer which the EAUC considers to be subject to insolvency (or similar) proceedings may not be taken forward.
- 2.3. Any Tenderer which the EAUC considers to have material and relevant convictions relating to the Tenderer's business or professional conduct may not be taken forward.

### **3. Evaluation Process**

- 3.1. All Tenders will be checked initially for compliance with the ITT and for completeness.
- 3.2. Clarification may be sought from Tenderers in order to determine if a Tender is compliant and complete.
- 3.3. Any Tender which is not substantially compliant and/or complete with the ITT may, in the EAUC's sole discretion, be rejected.
- 3.4. Complete and compliant Tenders will be evaluated by the EAUC to determine the most economically advantageous Tender based on the following criteria:
  - the likelihood of delivering the project's purposes, objectives and outputs to a high quality standard;
  - the relevance of the Tenderer's experience to the Promoting Poverty-Aware Procurement on Campus project;
  - the Tenderer's knowledge and experience of procurement issues and practices, including ethical, responsible and sustainable procurement;
  - the Tenderer's knowledge and experience of procurement practices within the further and higher education sectors;

- the Tenderer's knowledge and experience of research, collating and disseminating data and of producing guidance documentation and toolkits;
- overall cost and the extent to which the proposed approach and methodology would provide clear value for money;
- the likelihood of the proposed methodology in delivering the project on time and within budget;
- the achievability of proposed timescales and project milestones;
- the Tenderer's knowledge and experience of project management, contingency and risk management; and
- extent of the Tenderer's acceptance of the EAUC's standard Terms and Conditions.

## **Appendix iii: Conditions of Tendering**

### **1. Confidentiality**

- 1.1. In this section 1, “Information” means the information contained in this ITT or sent with it, or which has been or will be made available to the Tenderer by the EAUC in connection with any further enquiries in relation to its subject matter.
- 1.2. The Information is being made available to Tenderers by the EAUC on condition that:
  - Tenderers shall at all time treat the Information as confidential;
  - Tenderers shall not disclose, copy, reproduce, distribute or pass the Information to any other person at any time or permit or suffer any of these things to happen;
  - Tenderers shall not use the Information for any purpose other than for the purpose of submitting (or deciding whether to submit) a Tender.
- 1.3. Tenderers may disclose, distribute or pass Information to another person if either:
  - this is done for the sole purpose of enabling a Tender to be submitted and the party receiving the Information undertakes in writing to keep the Information confidential on the same terms as set out above;
  - they are required to do so by law; or
  - the Tenderer obtains the prior written consent of the EAUC in relation to such disclosure, distribution or passing of Information.

### **2. Accuracy of Information**

- 2.1. The Information has been prepared by the EAUC in good faith but does not purport to be comprehensive or to have been independently verified and is not warranted.

### **3. Canvassing and Collusion**

- 3.1. Any Tenderer who, in conjunction with this competition or any resulting contract:

- offers any inducement, fee or reward to any member or officer of the EAUC or any person acting as an adviser for the EAUC in connection with this competition or the contract; or
- does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or
- contacts any officer of the EAUC prior to the contract being awarded about any aspect of this competition or the contract in a manner not permitted by this ITT; or
- commits any of the acts prohibited by the *Bona Fide Competitive Tender* form;

may be disqualified (without prejudice to any other civil remedies available to the EAUC and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

#### **4. The EAUC's right to reject bids**

- 4.1. The issue of this ITT in no way commits the EAUC to award any contract pursuant to the tendering process. The EAUC is not bound to accept the lowest or any Tender and reserves the right to accept any Tender either in whole or in part.
- 4.2. The EAUC reserves the right at its sole discretion to withdraw from the tendering process at any stage.

#### **5. Tendering Costs**

- 5.1. Tenderers shall bear their own costs of tendering. The EAUC shall not be liable for the costs of tender preparation, regardless of the outcome of the tender process.

#### **6. Amendments**

- 6.1. The EAUC reserves the right to issue amendments to the ITT prior to the Tender Return Date. These will be issued to all Tenderers at the same time and Tenders received will be assumed to take account of any such amendments.

#### **7. Sub-contractors**

- 7.1. Where a Tenderer intends to use sub-contractors, it will be the responsibility of that Tenderer to provide its proposed sub-contractors with all the necessary information regarding this ITT.

## Appendix iv: Form of Tender

### Form of tender for the Environmental Association for Universities and Colleges (the “EAUC”)

(\* Delete as appropriate)

The tenderer named below (the “Tenderer”) hereby contracts and agrees on the written acceptance of the Tender by the EAUC to provide the goods and/or services in the Specification in accordance with the EAUC Standard Conditions of Contracts for [\*Goods and Services/Professional Services], each as set out in or sent with the EAUC’s Invitation to Tender (the “ITT”).

The Tenderer undertakes that its tender is submitted in accordance with the ITT, and in particular with:

- this Form of Tender included within the ITT;
- the Certificate of Bona Fide Tender included within the ITT;
- the Specification for the Promoting Poverty-Aware Procurement on Campus project included within the ITT; and
- the EAUC Standard Conditions of Contract for Professional Services.

The Tender shall remain open for acceptance by the EAUC for 90 days from the Tender return date.

The Tenderer understands that the EAUC is not bound to accept the lowest or any tender and shall not be bound to use any selected contractor as a sole or exclusive supplier.

Signature.....

Name.....(BLOCK CAPITALS)

Designation.....

Duly authorised to sign Tenders for an on behalf of:

Name of Tenderer.....

Nature of Firm (Company, partnership, etc).....

Address.....

.....

.....

Telephone Number.....

Date.....



## Appendix v: Certificate of Bona Fide Competitive Tender

Tender for: Project Delivery of Promoting Poverty-Aware Procurement on Campus

1. The tenderer named below (the “Tenderer”) certifies that this is a bona fide tender, intended to be competitive, and that the prices tendered have not been affected by any arrangement or agreement with any other person. In particular, the Tenderer certifies that it has not, at any time prior to the time and date set for return of this Tender:
  - 1.1. communicated to any person other than the designated recipient of the Tender the amount or approximate amount of the tender, except where such disclosure, in confidence, was necessary to obtain insurance cover quotations or sureties for the preparation of the Tender;
  - 1.2. entered into any arrangement with any other person whereby that person will refrain from tendering, or in connection with the amount of any tender to be submitted;
  - 1.3. offered or paid or given, or agreed to pay or give, any inducement (financial or otherwise) to any person with a view to affecting the propriety of the tendering process in any way.
2. The Tenderer undertakes that it will not, at any time, do or procure that doing of any of the acts mentioned in paragraphs 1.2 and 1.3 above, and that it will not, at any time prior to the time and date specified for the return of tenders, do or procure the doing of the act mentioned in paragraph 1.1 above.
3. In this certificate, the word “person” includes any individual, partnership, association or body, either corporate or unincorporated; and “any agreement or arrangement” includes any transaction, formal or informal, and whether legally binding or not.
4. The Tenderer declares that the prices tendered are/are not\* affected by any prospect of a subsidy or other assistance from government or other public authority (\*please delete as appropriate).
5. Details of subsidy or other assistance from government or other public authority are as follows (please provide details of scheme, source of funds and amount):

.....

.....

.....

6. The Tenderer certifies that any such subsidy or other assistance from government or other public authority is fully compliant with all relevant national and European competition law.

Signature.....

Name.....(BLOCK CAPITALS)

Designation.....

Duly authorised to sign Tenders for an on behalf of:

Name of Tenderer.....

Nature of Firm (Company, partnership, etc).....

Address.....

.....

.....

Telephone Number.....

Date.....

## **Appendix vi: EAUC Standard Terms and Conditions (Professional Consultant Services)**

In these Conditions the following words shall have the following meanings: "The EAUC" means Environmental Association for Universities and Colleges (a company registered in England and Wales under No. 5183502, Charity No.1106172 whose registered office is Medway Building, Park Campus, University of Gloucestershire, Cheltenham, GL50 2RH. "You" means the person, firm or company to whom the Purchase Order is addressed such person firm or company being an independent contractor willing and able to provide services to the EAUC and "your" shall be interpreted accordingly; the "Purchase Order" means the EAUC's Authorised written instructions or amendment to such written instructions to You to supply the Services; "Authorised" means signed by one of the EAUC's Authorised Officers; the "Services" means independent advisory and consulting services as described in the attached Purchase Order and/or Consultancy Assignment Schedule and/or agreed action plan and such other projects and management issues as shall, from time to time, be assigned to it by the EAUC; "Conditions" means these terms and conditions for consultants; the "Agreement" means an agreement for the provision of the Services comprising these Conditions, the Purchase order and your acceptance of the Purchase Order

1. The EAUC has offered and You have accepted engagement, on the terms set out in the Agreement, to provide the Services by all reasonable and proper means, to maintain, improve and extend the business of the EAUC and to further their reputation and business interests.
2. In consideration of the Services provided by You, the EAUC shall, within 21 days of your provision of the Services and upon receipt of an invoice from You pay to You the consultancy fee detailed in the Purchase Order.
3. You shall provide Services to the EAUC for the period of the Agreement unless terminated during such period by either the EAUC or You giving to the other not less than 1 weeks' notice to that effect or in accordance with either of clauses 14 or 15 below.
4. During the period of the Agreement You may accept and perform engagements from other companies, firms or persons which do not impinge upon your ability to provide the Services at such times and in such manner as may (in the reasonable opinion of the EAUC) be convenient to the EAUC provided that You shall not accept any employment or engagement by any person, firm or company which is similar to or in any way competitive with any of the businesses of the EAUC without the prior written consent of the EAUC.
5. Throughout the term of the Agreement You shall, when required, give to the EAUC (or to such other person or persons as it may direct) such written or oral advice or information regarding any of the Services as it may reasonably require.

6. You agree exclusively to provide the Services to the EAUC on such days and at such times as the EAUC may require throughout the period the Agreement and to ensure that you provide the Services to the best of your ability and in an expert and diligent manner.

7. You shall not have any authority to incur any expenditure in the name of or for the account of the EAUC unless the EAUC shall have agreed in advance to it being so incurred or hold itself out or permit itself to be held out as having any authority to do or say anything on behalf of or in the name of the EAUC unless the EAUC shall have consented in advance to its so doing or saying.

8. You warrant and represent to the EAUC that you are an independent contractor and, as such, bear sole responsibility for the payment of tax and national insurance contributions which may be found due from You in relation to any payments or arrangements made under the Agreement and, further, agree to indemnify the EAUC in respect of all and any income tax which may be found due from the EAUC on any payments or arrangements made under the Agreement together with any interest, penalties or gross-up thereon.

9. You shall register for value added tax if and when required by law and shall promptly notify the Department of Social Security of its liability for Class 2 and, where appropriate, Class 4 national insurance contributions.

10. You shall not disclose or use or cause to be disclosed or used, at any time during or subsequent to the Agreement, any secret or confidential information of the EAUC or any of their customers or any other information relating to the business, financial or other affairs of the EAUC or any of their customers except as required by the EAUC in connection with your performance of the Agreement or as required by law.

11. All notes, computer disks and tapes, memoranda, correspondence, records, documents and other tangible items made, used or held by you under the Agreement which relate directly or indirectly to the business of the EAUC or any of its Group Companies shall be and remain at all times the property of the EAUC. Upon the termination or expiration of the Agreement, You shall promptly deliver to the EAUC all such tangible items which are in your possession or control and which either belong to the EAUC or contain secret or confidential information as described in clause 10 above.

12. All intellectual property conceived or made by You in the course of providing the Services shall belong to the EAUC and You hereby assign and agree to assign all your interest therein to the EAUC or its nominee. Whenever requested to do so by the EAUC You shall, at the EAUC's expense, execute any and all applications, assignments or other instruments which the EAUC shall deem necessary to give effect thereto.

13. You warrant and represent that You will be the sole beneficial owner of the entire right title and interest in and to any intellectual property rights conceived originated or made by or on behalf of You during the course of the provision of the Services and that You will be free to assign such intellectual property rights to the EAUC pursuant hereto without any third party claims liens charges or encumbrances of any kind and that You are free of any duties or obligations to third parties which may conflict with the terms of

the Agreement. You agree to indemnify the EAUC against any and all liability loss damage costs and expenses which the EAUC may incur or suffer as a result of a breach by You of the warranties set out in this clause.

14. The Agreement shall terminate automatically without any requirement for notice or payment in respect of any outstanding period of the Agreement in the event that You become unable to provide your Services whether by reason of your death, permanent disability, resignation, dismissal or for any other reason whatsoever.

15. The EAUC may by written notice terminate the Agreement if You shall have been in breach of any term of the Agreement which, in the case of a breach capable of remedy, shall not have been remedied by you within 7 days of receipt by You of a written notice from the EAUC specifying the breach and requiring its remedy; shall have refused or failed within a reasonable time to provide any one or more of the Services after being instructed in writing by the EAUC to do so; or shall have conducted yourself in any manner which, in the opinion of the EAUC, has brought or is likely to bring either You or the EAUC into disrepute or has or is likely to impair your ability to provide any of the Services to the EAUC or to do so in any manner or at any time which the EAUC shall reasonably have required of You.

16. The Agreement is personal between the EAUC and You, and neither may sell, assign or transfer any duties, rights or interests created under the Agreement without the prior written consent of the other.

17. These Conditions and the Purchase Order contain the entire agreement of the parties. They may not be changed by oral agreement but only in writing signed by both parties.

[END]