



Environmental Association for Universities and Colleges (EAUC)

Invitation to Tender
Delivery of the Green Gown Awards
2014-2015

Issued: 3 December 2013

Registered Office : EAUC UK Office, University of Gloucestershire, The Park, Cheltenham, GL50 2RH
Tel : 01242 714321, info@eauc.org.uk, www.eauc.org.uk

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Part 1: Introduction

The Environmental Association for Universities and Colleges (the “EAUC”) invites tenders for the delivery of the Green Gown Awards in 2014 and 2015.

Now in its 10th year, the annual Green Gown Awards (the “Awards”) recognise exceptional initiatives being undertaken by universities and colleges across the UK to become more sustainable. With sustainability, social responsibility and environmental performance rising up the political and public agenda, the Awards are established as the most prestigious recognition of best practice within the further and higher education sectors.

The contract will commence on 31 January 2014 and will be completed by 29 January 2016.

This 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.

In this ITT, references 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

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

Value of the tender

The value of the tender to undertake the delivery of the Green Gown Awards is negotiable, dependent on the quality of proposed Tender. As this Tender covers an extended 2 year period we expect this to be reflected in the costs. We expect a detailed costing to be provided which covers the 2 year period with a two price option dependent upon whether an Awards Ceremony takes place (please refer to the Special Note).

The specification

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 appointee will deliver and project manage the Green Gown Awards 2014 and 2015 to cover a period of two Award cycles and Awards Ceremonies, plus the inclusion of additional hours to maintain continuity across the two year period to aid communication and explore new avenues (sponsors/venues).

The proposed contract start date would be 31 January 2014. The hours will be split accordingly across the project timelines.

A description of activities is outlined in the following pages. A more detailed description of deliverables, activities and timelines will be included in the project management documents – to be discussed in detail and agreed upon with the EAUC:

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- Project Management Plan (PMP)
- Detailed Action Plan and
- Communication Plan

It is expected that all work described in these documents is to be included in the contract. There will be no deviations to the contract without prior discussions and approval with the EAUC. Any termination to the contract from either party will be discussed and three months' notice given each way, with exception of severe breach of contract.

The contract is a fixed price regardless of hours worked.

The EAUC's requirements are as follows:

The EAUC is seeking proposals to undertake the delivery of the Green Gown Awards 2014 and 2015. Working in close collaboration with the EAUC's Head of Membership Services, the successful Tenderer will deliver the following outputs:

Budget Management / Sponsorship

- Working with the EAUC's Head of Membership Services and Corporate Relationship Manager to explore and secure sponsorship for the Awards. The EAUC will be responsible for commercial sponsorship and EAUC strategic partner sponsorship. Additional areas for potential sponsorship are to be explored and will be agreed as to which party approaches.
- Working with the EAUC's Head of Membership Services and the EAUC's Finance Officer to reconcile income and expenditure and maintain a balanced budget.

Application and Judging Process

- Coordination of the Stages 1 & 2 judging processes, including creation, dissemination and compilation of all written materials and supporting documentation.
- Coordination of associated Judging Panel meetings and/or teleconferences.
- Coordination and inviting of judges.
- Administration of all applications, including unique coding system and confirmations.
- Verification and quality control of eligibility of all applications.

Event Management*

- Source a suitable date and venue for the Awards and lead on contract negotiations with venue provider - to be secured early with as limited obligation as possible to cancel after end of August when decision taken to run the event takes place (dependent upon sponsorship income secured). EAUC are to authorise the venue choice and signatory of any contracts.
- Lead on alternative delivery of the event in format to be agreed (virtual/meeting) if decision is taken not to run the Awards Ceremony itself.
- Source and lead on contracts negotiations with caterers, entertainment and other associated contractors. Liaise with venue provider and associated contractors on all aspects of event management, including Awards Day management. To include event management staff to run the Awards Ceremony.
- Lead on recruitment of Award presenters.
- Lead on recruitment of Awards guest presenter.
- Lead on managing relationships with all speakers (invitations, follow ups, thank you letters)
- Source a suitable date and venue for the 2015 and 2016 Awards Ceremony and lead on contract negotiations with venue provider. This should not clash with other major sector/sustainability events
- Lead contact/main liaison person at the event.
- Site visits to be completed.
- Food and beverage arrangements (to meet EAUC sustainability standards) and clear briefing to venue staff with clear attention to special dietary requirements.

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- Lead on incorporating/researching sustainability elements and handling of all opportunities with third parties to include sustainability elements e.g. liftshare, food for life (Soil Association) and planning of communication of them to delegates/sponsors/applicants.

Communications

Working with the EAUC's Member Services Team as the EAUC team will action those items required through our database:

- Coordinate the preparation, publication and dissemination of Awards launch materials, through agreed communications channels, including EAUC website, jiscmail, press releases, etc.
- Coordinate the preparation, publication and dissemination of Stage 2 shortlist, through agreed communications channels, including EAUC website, jiscmail, press releases, etc., Includes contacting all successful and unsuccessful candidates.
- Coordinate marketing activities for sale of Awards Ceremony tickets and, where possible, registration of attendees.*
- Coordinate the commission of Awards trophies and certificates.
- Coordinate the preparation, publication and dissemination of the Finalists and Winners' Brochures and associated communications.
- Coordinate the preparation, publication and dissemination of post-event communications, including press releases, contacting unsuccessful candidates and formal acknowledgement of the judges and Awards presenters.
- Researching new channels to promote the Awards (advertising if appropriate and in agreement).
- Lead on creation of new initiatives to attract increased applicants and delegate numbers.
- Liaising with all external suppliers e.g. printers.
- Creation of a full communication plan to consider all audiences (EAUC and wider).
- Lead on sourcing new media partners and liaison with EAUC on agreement of terms and fulfillment of it.
- Lead on social media plan.
- The successful tenderer will be granted access to existing process templates and project management documentation relating to the Awards.

Project Management

- Attendance at virtual monthly project/event management meetings with the Head of Membership Services.

International Activity

- Working closely with the Head of Membership Services and the International Green Gown Awards Steering Group and International delivery partners in developing closer ties between the two schemes and synergy in future activities.

Dissemination

- Coordination of dissemination with possible event management (TBC), collating case studies, videos, webinars etc.

Sustainability ethos

- All aspects of the Green Gown Awards are to adhere to the EAUC's sustainability ethos.

Delivery and Execution*

- Delivery of the Awards Ceremony.
- Liaison with venue provider and associated contractors on all aspects of event management including set up of all AV requirements.

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- Management of EAUC and venue staff at event including planning of roles prior to the event, full briefing at the event and management during.
- Combined feedback reports (delegates, applicants and sponsors) and Evaluation Report from organisers perspective.
- Source and manage photography for Green Gown Awards marketing materials.
- Attend regular pre-event planning meetings as required.

Exclusions

It is expected that administrative support will be provided for the registration and invoicing of delegates (unless can be provided externally) and the communication (electronically or telephone) of any marketing materials or information.

Special Note

The contract is with the condition of the sponsorship and ticket income targets raised to deliver the full Awards Ceremony. If this is not met the Awards Ceremony may not take place or may change format. The EAUC will inform successful applicant by end of August on the format of the Awards Ceremony and a further review will take place in September dependent on ticket sales. All Awards Ceremony aspects of the contract (denoted by *) will be reviewed at this point and fees reviewed accordingly. Therefore the Awards application functions and the Awards Ceremony functions will be split out with the agreement of 50% of the fee being paid for the application functions.

As an external consultant, access to EAUC systems is denied, therefore, EAUC support will be provided for the delivery of communications and updates to EAUC websites.

Part 3: Tender requirements

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

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.

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

The EAUC will treat all Tenders as commercially confidential.

Tender specific requirements

All Tenders should include the following information:

- the Tenderer's proposed approach and method statement to meeting the requirements of the Specification;
- the Tenderer's relevant skills and previous experience;
- the name of the person who will be principally responsible for performance and fulfillment of the EAUC's Requirements, together with details of that person's education and professional qualifications and relevant skills and experience;
- details of the other key personnel who would be involved in the performance and fulfillment of the EAUC's Requirements and their educational and professional qualification and relevant skills and experience;
- 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 fulfillment of the EAUC's Requirements, including all expenses and outlays;

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- confirmation that the Tenderer will be able to accept the EAUC's standard Terms and Conditions, as issued with this ITT;
- confirmation that the Tenderer:
 - is not subject to proceedings relating to bankruptcy, insolvency, administration, receivership or any equivalent proceedings;
 - is not aware of any such pending proceedings; and
 - has not made any composition or arrangements with or for the benefits of its creditors;
- 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.

Notwithstanding the requirements 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.

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

Tenderers should submit an electronic copy their Tender (with files in Microsoft Word or pdf format) to info@eauc.org.uk. All Tenders shall be submitted in English.

All prices shall be stated in Sterling, inclusive of VAT.

Sub-contractors

If the Tenderer proposes to use sub-contractors in relation to the performance and fulfillment 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

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

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

Tenders should be submitted to:

Fiona Goodwin, Head of Membership Services, Environmental Association for Universities and Colleges, info@eauc.org.uk.

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Tenderers should ensure that their Tender is submitted to the EAUC no later than 12 noon on Friday 10 January 2014 (the “tender return date”).

Part 4: The tender process

Following the tender return date, the EAUC will evaluate the Tenders it has received using the Evaluation Criteria outlined in Appendix ii. The EAUC will interview those shortlisted – tenderers must be available on this date. The EAUC shall be responsible for identifying the successful Tenderer.

The EAUC’s indicative procurement timetable is as follows:

Date	Task
Monday 2 December 2013	Issue of ITT
Friday 10 January 2014 (12pm)	Tender Return Date
Tuesday 21 January 2014	Interview of shortlisted tenderers
Friday 24 January 2014	Contract Award
Friday 31 January 2014	Contact Commencement
Friday 30 January 2016	Contract Completion

Enquiries by Tenderers

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 Iain Patton, CEO, info@eauc.org.uk.

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

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.

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

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

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

Part 5: Conditions of Participation

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.

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Part 6: Conclusion

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 a not for profit Member based charity run by Members for Members. We are financed by subscriptions and service generated revenue which funds our work of representing and promoting the interests of Members and the provision of support services to drive sustainability to the heart of tertiary education across the UK.

Further details of our activities can be found at www.eauc.org.uk.

Green Gown Awards

Now in their 10th year, the Green Gown Awards recognise the exceptional sustainability initiatives being undertaken by universities and colleges across the UK. With sustainability moving up the agenda, the Awards have become established as the most prestigious recognition of best practice within the further and higher education sector.

The Green Gown Awards are administered by the Environmental Association for Universities and Colleges (EAUC) and are governed by a [cross agency steering group](#).

The Awards grow every year and even have an international presence - following the huge success of the UK Awards, the [Australasian Green Gown Awards](#) are now entering their 5th year.

Further details on the Green Gown Awards can be found at www.greengownawards.org.uk. The draft timescales of the 2014 Green Gown Awards are:



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.

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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, at 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 the Tenderer delivering the Annual Conference to a high quality standard on time and within budget, keeping to the timescales and milestones agreed with the EAUC;
- the Tenderer's knowledge and experience of major event and project management;
- the Tenderer's knowledge and experience of the further and higher education sectors and sustainability;
- the likelihood of the Tenderer securing sufficient non-commercial sponsorship and delegate income;
- overall cost and the extent to which the Tenderer would provide clear value for money;
- 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, "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 times 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).

4. The EAUC's right to reject bids

4.1. The issue of this ITT in no way commits the EAUC to 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 EAUC Annual Conference 2014 and 2015 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 5 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.....

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Appendix v: Certificate of Bona Fide Competitive Tender

Tender for: The delivery of the Green Gown Awards 2014 and 2015

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.....

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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 Fullwood Lodge, 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

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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]

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