**CONDITIONS OF CONTRACT**

**FOR SERVICES**

This agreement is made on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of [date].

Between **University of Keele**, a university established by the University of Keele Act 1962 (10 &11 Eliz. 2 Ch Xv) and the granting of a Royal Charter in 1962, of Keele, Staffordshire, ST5 5BG (‘the University');

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address) (‘the Consultant’, “You”, or “Your”)

 WHEREAS:

1. The University has asked the Consultant to provide certain services ['the Services'] as described in Schedule A to this Contract.
2. The Consultant has agreed to provide those Services in accordance with the terms set out below and in consideration of the payments herein agreed to be made.
3. Period of Contract
4. Subject to the provisions of these Conditions, the Contract shall commence on the date shown in Schedule A and shall continue unless terminated in accordance with these Conditions.
5. In the event of any breach by the Consultant of any of the Conditions of Contract, the University may summarily determine the Contract without liability for compensation or otherwise to the Consultant in accordance to 8(d) and 9(c).
6. Prices
7. Subject to the provisions of this clause all prices quoted in Schedule B shall remain in force for the duration of the contract.
8. No variation will be permitted to any such price unless the Contract so provides (in which case the University will require evidence in writing in support of the variation to be given not less than 7 days prior to the date upon which such variation is to take effect), and second the University give their consent in writing to the said variation. Such consent will not be given retrospectively.
9. Quality and Duty of Care
10. The Consultant (being either a specified individual or an entity) identified in Schedule A undertakes to perform the agreed services. If for any reason the specified Consultant in Schedule A, or the entity providing the Consultant if the individual is not specified, is unable to perform the agreed Services, the Consultant may substitute any individual with another, providing that the University is satisfied that the proposed substitute has the necessary skills, experience and training to fulfil the contracted services. Where such a substitute is appointed, the Consultant will be responsible for paying the substitute for any works undertaken.
11. Where the Consultant considers that it is necessary to use the services of a third party whether for information or for the supply of goods or services it shall ensure the third party is appropriately qualified and accredited.
12. The Consultant undertakes that appropriate time will be spent (if appropriate at the University) in the preparation of any documentation to ensure the timely completion of work within any set deadlines.
13. The Services shall conform to the particulars (if any) set out in Schedule A, (or in any relevant correspondence between the parties) and in any event shall be performed by the Consultant using reasonable skill, care and diligence.
14. Ordering
15. The University will not be liable for payment in respect of any delivery of goods or the provision of any services which have not been requested by the University on an official Purchase Order.
16. Delivery
17. Unless otherwise agreed to by the University in writing at the time of placing the order, time of delivery shall be of the essence.
18. Any delay in delivering the Contract on time shall be reported at once to the named contact of the University. The University reserves the right (without prejudice to any right it may have to common law or otherwise to claim damages) to cancel the Contract without further liability if delivery and service is not made in accordance with the provisions set out in the Contract. In such circumstances the University reserves the right, without liability and in addition to other rights and remedies, to arrange for completion of performance and/or to appoint another person to supply the Services and charge the Consultant with any loss incurred, according to 8(d) below.
19. Intellectual Property
20. Unless otherwise agreed all intellectual property rights (including but not limited to all results, data, reports, software, drawings, designs and inventions) generated by or utilised in the production of, or contained within any materials used in the provision of the Services shall vest in and be the property of the University absolutely.
21. The University shall be entitled to call for copies of any data relevant to this Contract in the possession of the Consultant (except any specific matter that is exclusive property of any other client of the Consultant).
22. Accounts
23. In consideration of the provision of the Services the University shall pay to the Consultant such amounts, and in accordance with the procedures, as are set out in Schedule B hereto. The said amounts are exclusive of Value Added Tax which shall be charged and paid unless otherwise agreed at rates then current.
24. The amounts set out in Schedule B are on a fixed price basis and no modifications or variations to those amounts will be allowed except as may be agreed as a result of variations according to item 2(b) above.
25. Unless otherwise provided in Schedule B the Consultant will submit to the University an invoice for all payments due (including expenses) not earlier than the date of completion of the Services. The University will pay in full upon receipt of a correctly rendered invoice within thirty (30) days of the date of the invoice. The invoice must be submitted to the University as indicated on the Purchase Order and must quote the full Purchase Order number. The University will not be held responsible for delays in payment caused by the failure of the Consultant to comply with the Universities invoicing instructions. No other payments shall be due from the University to the Consultant except as may be agreed as a result of variations according to item 2(b) above.
26. You shall ensure that provisions equivalent to Clause 7(c) will be effective within any subcontract concluded by You and any third party; and further, You shall require such subcontractors to ensure that their subcontractors contain within them an equal and equivalent provision.
27. Liability and Indemnities
28. The Consultant will indemnify and hold harmless the University in respect of all liabilities losses claims costs and expenses incurred by the University arising out of damage to its property or the property of others or injury to any person arising out of the provision of the Services by the Consultant except where such damage or injury arises solely out of the negligence of the University.
29. In the event of any action for infringement or other proceeding being taken against the University in respect of any copyright or patented material used by the University in accordance with the Consultant’s instructions or with the Consultant’s consent the Consultant agrees to indemnify and hold harmless the University against all costs and damages including but not limited to legal fees which may be incurred by the University by reason of such action or proceedings.

1. Neither party shall assign the benefit of this Contract without the prior written approval of the other.
2. If the Consultant shall not supply the Services or any part thereof in the time specified (if any) in Schedule A or shall fail to supply the Services to the quality or standard required hereunder and to the University's satisfaction and the Consultant shall have been given fourteen days in which to remedy the situation then the University shall be at liberty to appoint any other person to supply the Services and the difference in contract price if higher shall be recoverable from the Consultant by the University, in addition to those set out in Schedule A (if any).
3. Termination
4. Either party may terminate this Contract where the other party is seriously incapacitated from continuing whether by reason of any of the following:
5. bankruptcy, insolvency, imprisonment, receivership, compounding with creditors, absence for three months by illness or incapacity, winding-up, amalgamation or takeover.
6. Termination shall be without prejudice to any obligation by one party to the other which shall have accrued and be owing prior thereto.
7. The University may terminate this Contract in whole or in part at any time upon written notification to the Consultant if:

i. The Consultant fails to render the Services specified by the Contract within the time designated herein or commits any other material breach of Contract.

ii. The Consultant’s failure to make progress in the performance of its obligations under the Contract reasonably satisfactory to the University (providing that with respect to any default mentioned in (c) hereof, our right to terminate shall be conditioned upon the Consultant’s failure within 14 days after receipt of notification to provide a remedy satisfactory to the University to cure such failure or non-compliance). The University agrees to pay for works that have been completed to the Universities satisfaction.

1. In the event of termination by the University due to the Consultant’s defaults pursuant to (c) or for any reason described in (a), the University shall have no liability to the Consultant as a result of such termination. In the event of termination for any reason, the University may further notify the Consultant that all right, title and interest in and to all or any portion of material acquired by the Consultant for the performance of the Contract, work in progress and/or completed items specified in such notice, shall pass immediately to the University upon payment therefore. The University shall have the right to enter upon the premises where such property may be located and take possession thereof.
2. Any notice sent by prepaid post to the last-known address of the addressee shall be deemed to have been given when in the ordinary course it would be delivered
3. Insurances
4. The Consultant will effect and maintain in force with a UK authorised insurer for the duration of the contract and for a period of 6 years from completion of the contract Professional Indemnity Insurance on a civil liability basis for a limit of indemnity of not less than £1,000,000 each and every claim with costs and expenses in addition to the limit of indemnity and shall provide evidence of the currency of such cover as required from time to time by the University.
5. The Consultant will effect and maintain in force for the duration of the contract Public Liability Insurance for a limit of indemnity of £5,000,000 each claim or series of claims arising out of one occurrence and Employers Liability Insurance for a limit of indemnity of £10,000,000 each claim or series of claims arising out of one occurrence and otherwise as required by law. Such insurances should also be subject to an “indemnity to principals” clause.
6. Taxes and National Insurance (applicable only to self-employed, sole trader or partnership)

The Consultant shall be an independent contractor and, as such, bears sole responsibility for the payment of any tax and National Insurance contributions that may be required by the UK government or any other government under which jurisdiction the contractor resides, which may be found due from the Consultant in relation to any payments or arrangements made under this agreement. The Consultant agrees that they will promptly and regularly pay all National Insurance Contributions due from the Consultant as a self-employed person and shall account to Her Majesty’s Revenue and Customs (HMRC) for all taxes due from the Consultant in respect of the contract fee.

If the HMRC and/or any other appropriate agency consider that the Consultant is an employee of the University for the purpose of tax and/or National Insurance contributions, then the University shall be entitled to deduct from the contract fee payable to the Consultant under the terms of this agreement, such sums as HMRC and/or other agencies require in respect of income tax and employee National Insurance contributions. The deduction of such tax and National Insurance will not affect the Consultant’s status as self-employed for all other purposes.

The Consultant shall indemnify the University against any liability, assessment or claim made by HMRC and any other penalty, fine or interest incurred or payable by the University in connection with any such assessment or claim.

The Consultant authorises the University to provide HMRC and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid, whether or not the University is obliged as a matter of law to comply with such request. The Consultant shall register the value added tax if and when required by law and shall promptly notify the Department of Works and Pensions of the Consultant’s liability for Class 2 and, where appropriate Class 4 National Insurance contributions.

1. IR35 Off Payroll Worker (if Applicable)

Should the University consider that you fall to be classed as an "off-payroll worker", then the University is statutorily required to deduct PAYE and National Insurance from the relevant elements of the invoice on the payment it makes to you.  This PAYE and National Insurance will be remitted to HM Revenue and Customs.

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By signing this document the Consultant confirms and states that none of conditions A to C in section 61N Chapter 10 of the Income Taxes (Earnings and Pensions) Act 2003 ('ITEPA2003'), as summarised below, are currently applicable and also that I will notify the University if, during the course of this tender or during the course of the subsequent engagement, any of those conditions do become applicable.

Condition A is that the worker's services are provided through an intermediary company in which the worker or their associates have a material interest, meaning the ability to control more than 5% of the ordinary share capital of the company;

Condition B is that the services are provided through a partnership of which the worker is a member and alone or with relatives controls 60% or more of the partnership profits, or most of the partnership profits derive from engagements within Chapters 8 or 10 ITEPA2003 with a single client, or under the profit share arrangements the income of any partners is based on income generated from engagements to which Chapter 8 or 10 apply;

Condition C is that the worker's services are provided through an individual acting as an intermediary."

The Consultant shall fully indemnify and keep indemnified the University for and in respect of any claims, liabilities and losses incurred by the University as a result of the above declaration being false.

In the event of a conflict or inconsistency between any of the terms within this Contract this clause shall take precedence.

1. General
2. No forbearance or indulgence by the University in enforcing any condition of this Contract shall prejudice or restrict University's rights or powers under this Contract and no waiver of any breach shall operate as a waiver of any subsequent or continuing breach.
3. Any provision of this Contract that violates any law or regulation governing the parties to this Contract, whether at the time of signature or subsequently as a consequence of legislation by any government having jurisdiction over the parties or the subject matter will be deemed automatically terminated.
4. This Contract, including the Annexes, is intended to be the sole and complete statement of the obligations of the parties to the subject matter of this Contract. This Contract may not be altered, amended or modified except in writing signed by duly authorised representatives of the parties.
5. Technical and/or operational matters in respect of the Services shall be dealt with by the parties respective representatives identified in Schedule A.
6. Commercial and/or contractual matters shall be dealt with on behalf of the University by the University's Procurement Manager (01782 734327) who is solely empowered to amend any of the terms hereof on behalf of the University. Changes to the Contract can be made only following the written agreement of both parties.
7. Confidentiality
8. The Consultant will not disclose or pass on any information concerning this Contract, the Services or the business of the University or that of its customer’s staff or students. The Consultant will not utilise, other than in connection with the affairs of the University for the purpose of this Contract, confidential or professional information of the University. The Consultant shall ensure that its personnel shall observe these conditions.
9. The Consultant is declared to be an independent contractor who shall not purport to be an employee or an agent of the University and shall not have any right or power to bind the University to any obligation.
10. Data Protection
	1. For the purposes of this agreement the following definitions shall apply:
		1. **Data Protection Legislation** means (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation and (ii) for so long as and to the extent that the law of the European Union has legal effect in the UK, the General Data Protection Regulations ((EU) 2016/679) and any other directly applicably European Union regulation relating to privacy;
		2. **Data Controller**, **Data Processor**, **Personal Data**, **Processing**, **Data Subject** shall have the meaning as set out in the Data Protection Legislation.
	2. The University and the Consultant shall at all times comply with their respective obligations under the Data Protection Legislation.
	3. Where the Consultant acts as a Data Processor for Personal Data controlled by the University (as Data Controller) it shall do so in accordance with Schedule C (Data Processing).
11. **Dispute Resolution**
	1. If at any time a dispute arises in connection with the Contract, representatives of the parties shall in the first instance meet in good faith with a view to resolving the dispute within 10 working days from the date the dispute first arises.
	2. If the parties are unable to resolve the dispute in accordance with Clause 16(a), the parties will attempt to settle the dispute by mediation. To initiate mediation, the initiating party must give notice in writing to the other of any mediation process. The parties agree not to commence any court proceedings in relation to the dispute until they have attempted to settle the dispute by mediation and that mediation has either terminated or failed.
12. Discrimination

The Consultant shall not unlawfully discriminate either directly, indirectly or by association or perception, relating to any Protected Characteristic under the Equality Act 2010, or any statutory modification or re-enactment thereof.

 The Consultant shall take all reasonable steps to secure the observance of the above clause by all Staff.

1. Anti-Bribery and Anti-Corruption

The Consultant shall:

1. Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ('Relevant Requirements');
2. Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
3. Have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
4. Immediately notify the University if a foreign public official becomes an officer or employee of the Consultant or acquires a direct or indirect interest in the Consultant (and the Consultant warrant that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);
5. Ensure that all persons associated with the Consultant or other persons who are performing services in connection with this agreement comply with this **Clause 18**; and
6. The Consultant shall provide such supporting evidence of compliance as the University may reasonably request.

##  For the purpose of this Clause 18, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 18 a person associated with the Consultant includes but is not limited to any subcontractor.

In the event of any breach of this **Clause 18** by the Consultant or by anyone employed by it or acting on its behalf (whether with or without the Consultant’s knowledge):

1. The Consultant shall immediately give the University full details of any such breach and shall co‑operate fully with the University in disclosing information and documents which the University may request; and/or
2. The University shall (without prejudice to any of its rights or remedies under this agreement or otherwise) be entitled by notice in writing to terminate this agreement immediately; and
3. The Consultant shall be liable for and shall indemnify and keep the University indemnified in respect of any and all loss resulting from such termination.

 In any dispute, difference or question arising in respect of:

1. The interpretation of this **Clause 18**; or
2. The right of the University to terminate this agreement; or
3. The amount or value of any gift, consideration or commission

The decision of the University shall be final and conclusive.

1. Anti-Slavery and Human Trafficking Laws
	1. In performing obligations under this Contract, the Consultant shall:
		1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
		2. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015;
		3. include in contracts with their direct subcontractors and suppliers provisions which are least as onerous as those set out in this Clause 19;
		4. notify the University as soon as they become aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract; and
		5. maintain a complete set of records to trace the supply chain of all Services provided to the University in connection with this Contact, and permit the University and their third party representatives to inspect the Consultant’s premises, records, and to meet with the Consultant’s personnel to audit compliance with obligations under this Clause 19.
	2. The Consultant warrants and represents that, at the date of entering the Contract, it has not been convicted of any offence involving slavery or human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery or human trafficking.
	3. The University may (without prejudice to any of its rights or remedies under this Contract or otherwise) terminate this Contract with immediate effect by giving notice to the Consultant if the Consultant commits a breach of this Clause 19. The Consultant shall be liable for and indemnify and keep the University indemnified in respect of any and all loss resulting from such termination.
2. Prevent Duty
	1. “Prevent Duty” shall mean the University’s duty under the Counter-Terrorism and Security Act 2015 to have due regard ot the need to prevent people from being drawn into terrorism.
	2. The Consultant shall at all times have due regard to the University’s obligations in relation ot the Prevent Duty and provide the University with such information and assistance as it may reasonably require to satisfy those obligations.
	3. Where the University requests so, the Consultant must implement a policy on the Prevent Duty and ensure any personnel engaged in the provision of the Services are sufficiently trained to ensure the University’s obligations relating to the Prevent Duty are upheld.
3. Law
4. The construction, performance and validity of this Contract will be governed by the laws of England, and the parties hereby agree to submit to the jurisdiction of the English Courts.

Signed for by the Director of Finance on behalf of the University of Keele

|  |  |
| --- | --- |
| Signature |  |
| Print Name |  |
| Position |  |
| Date |  |

|  |  |
| --- | --- |
| Signed for and on behalf of (company) |  |
| Signature |  |
| Print Name |  |
| Position |  |
| Date |  |

##

## SCHEDULE A

|  |
| --- |
| CONSULTANT |
| Name |  |
| Address |  |
| Name of individual to provide Services (if relevant)  |  |
| Telephone number |  |
| Fax number |  |
| Email address |  |
| Contact Name  |  |

|  |  |
| --- | --- |
| UNIVERSITYContact Names (technical matters):  |  |

SERVICES: The Services to be provided are as follows:

1. Definitions

The following terms shall be interpreted as detailed below:

The Services is the programme of works as described in Schedule A.

The Contract means the Contract within which these Conditions are incorporated.

The Commencement Date is the date upon which the Services commence

The Completion Date is the date by which the Services will be completed and ready for operational use

Intellectual Property shall mean all results, data, patents, technology, know-how and other findings arising from the programme of works.

1. Programme of Works

**ENTER DETAILS**

DELIVERABLES: The following item(s) must be delivered to the University of Keele as a result of this contract:

**ENTER DETAILS**

DATES FOR PROVISION OF SERVICES:

|  |  |
| --- | --- |
| Commencement |  |
| Delivery |  |
| Final date for delivery  |  |

##

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## SCHEDULE B

CONTRACT SUM:

**ENTER AMOUNT**

PAYMENT:

Payment terms:

The University will pay in full upon receipt of a correctly rendered undisputed invoice within thirty (30) days of the invoice date. The invoice must be submitted to the University as indicated on the Purchase Order and must quote the full Purchase Order number. The University will not be held responsible for delays in payment caused by the failure of the Consultant to comply with the Universities invoicing instructions. No other payments shall be due from the University to the Consultant except as may be agreed as a result of variations according to item 3(vii) above.

Where the University disputes an invoice, it shall notify the Consultant within ten (10) days of receipt of that invoice. The Parties shall negotiate in good faith to resolve the dispute promptly. The Consultant shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the Parties have not resolved the dispute within thirty (30) days of the University giving notice to the Consultant, the dispute shall be resolved in accordance withClause 16. Where only part of an invoice is disputed, the undisputed amount shall be paid in accordance with this Schedule B.

EXPENSES: Unless otherwise agreed in writing, the above contract sum shall be deemed to include all Consultants’ expenses.

**SCHEDULE C Data Processing**

***INSTRUCTION ONLY (TO BE DELETED)*** *This Schedule applies where the Consultant will process personal data under the control of the University on the University’s behalf. If the Consultant does not act as a Data Processor, then remove this Schedule and clause 15 ( c ) of the main agreement*

1. Processing Particulars
	1. Scope: [INSERT DETAILS]
	2. Nature: [INSERT DETAILS]
	3. Purpose of processing: [INSERT DETAILS]
	4. Duration of processing: [INSERT DETAILS]
	5. Types of personal data [INSERT DETAILS]
	6. Categories of data subject [INSERT DETAILS]
2. Both parties will comply with all applicable requirements of Data Protection Legislation. This Schedul*e C* (*Data processing*) is in addition to, and does not relieve, remove or replace, a party's obligations under Data Protection Legislation.
3. The parties acknowledge that for the purposes of Data Protection Legislation, the University is the Data Controller and the Consultant is the Data Processor. Clause 1 (Processing Particulars) of this Schedule sets out the scope, nature and purpose of processing by the Consultant, the duration of the processing and the types of Personal Data and categories of Data Subject.
4. Without prejudice to the generality of Clause 1 of this Schedule, the University will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Consultant for the duration and purposes of this agreement.
5. Without prejudice to the generality of Clause 1 of this Schedule, the Consultant shall, in relation to any Personal Data processed in connection with the performance by the Consultant of its obligations under this agreement:
	1. process that Personal Data only on the written instructions of the University unless the Consultant is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Consultant to process Personal Data (**Applicable Data Protection Laws**). Where the Consultant is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Consultant shall promptly notify the University of this before performing the processing required by the Applicable Data Protection Laws unless those Applicable Data Protection Laws prohibit the Consultant from so notifying the University;
	2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the University, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
	3. without prejudice to the confidentiality obligations in Clause 1*4* (*Confidentiality*) of the main agreement, ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
	4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the University has been obtained and the following conditions are fulfilled:
		1. the University or the Consultant has provided appropriate safeguards in relation to the transfer;
		2. the data subject has enforceable rights and effective legal remedies;
		3. the Consultant complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
		4. the Consultant complies with reasonable instructions notified to it in advance by the University with respect to the processing of the Personal Data;
	5. assist the University, at the University's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
	6. notify the University without undue delay and anyway within 24 hours, on becoming aware of a Personal Data breach. All breaches are to be notified to dpo@keele.ac.uk and marked ‘URGENT: DATA BREACH’;
	7. without prejudice to any of the Consultant's obligations in Clause 9 (Termination) of the main agreement, at the written direction of the University, delete or return Personal Data and copies of such to the University on termination of the agreement unless required by Applicable Data Protection Law to store the Persona Data; and
	8. maintain complete and accurate records and information to demonstrate its compliance with this Schedule and allow for audits by the University or the University's designated auditor.
6. [The University does not consent to the Consultant appointing any third party processor of Personal Data under this agreement. **OR** The University consents to the Consultant appointing [LIST THIRD-PARTY PROCESSOR] as a third-party processor of Personal Data under this agreement. The Consultant confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement [substantially on that third party's standard terms of business OR incorporating terms which are substantially similar to those set out in this Schedule]. As between the University and the Consultant, the Consultant shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Schedule]