
INNOVATE UK INDEPENDENT ASSESSOR AGREEMENT

1. **Appointment**

The Technology Strategy Board (TSB) known as Innovate UK (an executive non-departmental public body created under the Science and Technology Act 1965 and established by Royal Charter) requires that certain project applications be assessed and their outcomes and performance reported on.

Innovate UK appoints you to provide assessment services to Innovate UK innovation funding programmes. You agree to provide such services for the duration of the agreement upon the terms and conditions in this document.

2. **Assessment services**

As an Assessor you undertake assessment services concerning all project applications assigned to you by Innovate UK.

The procedures and guidelines for the assessment services are given to you for each assignment, commonly referred to as competitions. Any further requirements or changes must be agreed by the Innovate UK Competitions Manager and documented accordingly.

For the avoidance of doubt

2.1 You are not and should not represent yourself to be, an employee of Innovate UK or any government agency or department.

2.2 This agreement does not provide you with any authority to instruct, make recommendation, guide or influence the application which is the subject of the assessment services.

2.3 You should not instruct, make recommendation, guide or influence any participant, collaborator or agent in the application, or other project.

Nothing in these conditions or the agreement will impose any liability on any member of the staff of Innovate UK or its representatives in their official or personal capacity.

Subject to clause 8 the assessor is not be prevented from using their knowledge, experience and skills that they had before this agreement, or that they gained during it, for their own professional enhancement. This is with the condition that the assessor does not disclose confidential information, infringes any intellectual property rights or processes any personal data.

We may not allocate you assessments for some competitions if there are not enough applications within your area of expertise. Innovate UK is not under any obligation to provide assessments when this situation occurs.

3. **Duration of the agreement**

The agreement starts with effect from your acceptance. You can do this by checking the box at the bottom of this page. The agreement will continue until it is terminated in accordance with clause 4.

4. **Termination**

Either party may terminate this agreement at any time by giving the other party not less than 30 days' notice.

Any breach is potentially grounds for termination (excluding late payment under clause 5). Any breach must be notified immediately to the other party giving full particulars. If a breach can be remedied and you fail to do so within 21 days of a notice, to the satisfaction of the party, this constitutes grounds for immediate termination.

5. Assessor's obligations

For the duration of the agreement you should provide assessment services to Innovate UK under the following terms:

- 5.1 provide assessment services with the care, skill and diligence required in accordance with the best practice demonstrated in Innovate UK's assessor induction and cyber essentials process
- 5.2 provide assessment services in accordance with the assessor guidance and scoring matrices provided by Innovate UK
- 5.3 notify Innovate UK immediately if you feel you may have a conflict of interest with an assignment or an individual application. You are considered to have a conflict of interest if you:
 - 5.3.1 have been directly involved in the writing of an application
 - 5.3.2 work for or have an interest in a company or sub-contractor involved in an application
 - 5.3.3 could in any way benefit (directly or indirectly) from either scoring the application well or scoring it poorly
 - 5.3.4 feel in any way that you are not able to independently and objectively assess an application
- 5.4 complete and submit all accepted assessments before the assessment deadline;
- 5.5 where invited and willing to do so attend assessment panels and prepare for them in advance by reviewing each project application to be discussed;
- 5.6 you should not transfer or sub-contract any part of the assignment to another individual as part of this contract without the consent in writing of Innovate UK.

If any part of your services are found to be inadequate by Innovate UK, you agree at your own expense to re-schedule and perform the work correctly. This should be done within such reasonable time as may be specified, subject to agreement with Innovate UK.

6. Fee

Innovate UK will inform you of the fee for each assessment as part of the invitation to assess the competition. The fee stated is per assessment unless otherwise stated in the invitation. The assessment fee is not negotiable.

On completion of each assignment you must submit an invoice to competitions.admin@innovateuk.gov.uk showing the competition code and confirming the number of assessments you have performed within the assessment period.

Innovate UK reserves the right not to pay:

- 6.1 for any assessments submitted later than the assessment deadline unless agreed with Innovate UK
- 6.2 invoices submitted later than 90 days after the competition assessment deadline

Payment will normally be made within 30 days of Innovate UK receiving your compliant invoice.

Innovate UK will reimburse reasonable and necessary travel and subsistence costs incurred in the provision of services up to a maximum sum of £500 unless pre-agreed by the Competitions Manager. You must provide Innovate UK with receipts of actual payment of

eligible expenses. Find out more about our [travel and subsistence rates](https://ifs.dev.innovateuk.org/assessment/profile/travel)<link to: <https://ifs.dev.innovateuk.org/assessment/profile/travel>>

7. Confidential information

The Assessor should keep strictly confidential all data and information provided to them (however it is conveyed or on whatever media it is stored) through the course of their assessor services. This is unless otherwise advised by Innovate UK's prior written consent. This includes, but is not limited to, information which relates to the business affairs, property, assets, trading practices, goods, the Services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998.

The Assessor should not store any project application information in any form for longer than the assessment period. The Assessor undertakes to destroy any data and information relating to the assessment once it is completed.

Clause 8 shall not apply to any confidential information received by the Assessor:

- 7.1 which is or becomes public knowledge (otherwise than by breach of this condition);
- 7.2 which was in the possession of the Assessor without restriction as to its disclosure, before receiving it from Innovate UK;
- 7.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- 7.4 is independently developed without access to the confidential information as evidenced by the Assessor's documentation; or
- 7.5 which must be disclosed following a statutory, legal or parliamentary obligation placed upon the Assessor making the disclosure. This includes any requirements for disclosure under the Freedom of Information Act 2000, or the Environmental Information Regulations 2004.

The obligations contained in Clause 7 shall continue without limitation in point of time. In the event that the Assessor fails to comply with this Innovate UK reserves the right to terminate the Agreement by notice in writing in accordance with Clause 4.

8. Notice

All notices to be given under this agreement by either party to the other, should be in writing. They should be served by registered post or recorded delivery to the last known address of the other party's registered office. The postage receipt serves as evidence.

9. Applicable Law and Jurisdiction

This contract is governed by and interpreted in accordance with English and Welsh Law and the parties submit to the exclusive jurisdiction of the English and Welsh courts.

[insert check box here]