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| **DATED** | **20[xx]** |

**(1) THE CHANCELLOR, MASTERS AND SCHOLARS OF**

**THE UNIVERSITY OF CAMBRIDGE**

**- and -**

**(2) [THE CONTRACTOR]**

|  |  |  |
| --- | --- | --- |
|  | **[EQUIPMENT] [IT SYSTEM] [SUPPLY] [SERVICES]**  **AGREEMENT**  relating to  **[the provision of ……….]**  **[for the Department *of ………***]  AT  THE UNIVERSITY OF CAMBRIDGE  Contract Reference Number:  UCAM xxx/xx or DISP xxxxx |  |

THIS AGREEMENT dated the day of 20[xx] (the “Effective Date”) is

## BETWEEN:

1. THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE of The Old Schools, Trinity Lane, Cambridge CB2 1TN ("University");

2. [THE CONTRACTOR] of

("The Contractor")

[3. [THE GUARANTOR**]** of

("the Guarantor")]

**BACKGROUND**

1. By an Invitation dated        day of          20[xx] (“Invitation”) the University invited the Contractor to submit an offer to make a supply [of Goods [a System comprising software [and hardware]] [and] Services [and maintenance services] [and Works]] (“the Supply”).

2. By a Proposal dated the          day of              20[ ] (“Proposal”) the Contractor offered to make the Supply in accordance with the University’s conditions of contract at the price and rates set out in the Contractor’s Proposal.

**IT IS AGREED AS FOLLOWS:-**

1. **CONTRACT DOCUMENTS, DEFINITIONS [AND DURATION]**

* 1. The Contract Documents listed in the Schedule (“the Contract Documents”) constitute the contract between the parties. In the event of a conflict between the provisions of any of the Contract Documents, the provisions of the Contract Document listed higher in the list of Contract Documents shall prevail.
  2. Any schedule to this Agreement forms part of it. Definitions and interpretation provisions in the contract terms specified in the Contract Documents shall apply to this Agreement. Unless otherwise agreed, the contractual specification is the specification set out in the University’s Invitation, except to the extent that the Contractor’s Proposal clearly states that an aspect of the specification cannot be achieved.
  3. This Agreement shall begin on and end on (“Expiry Date”) unless terminated earlier or extended in accordance with the Contract.] [The University reserves the right to extend this Agreement beyond the Expiry Date for further period[s] up to [24] months in total. Should the University wish to exercise this option the Authorised Officer will confirm the extension in writing one calendar month before the Expiry Date. The initial and any extended period shall constitute the contract period.

2. **THE ENGAGEMENT OF THE CONTRACTOR**

The University engages the Contractor and the Contractor accepts the engagement to provide the Supply on the terms and conditions set out in the Contract Documents for the Contract Price.

[3. **GUARANTEE OF THE CONTRACTOR'S OBLIGATIONS**

3.1 The Guarantor guarantees to the University the obligations of the Contractor under the Contract Documents in the terms set out in Schedule.]

AGREED by the parties through their authorised signatories:

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| --- | --- |
| For and on behalf of  The Chancellor, Masters and Scholars of the University of Cambridge  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signed  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date | For and on behalf of  [Insert name of Contractor]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signed  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |
| For and on behalf of  [Insert name of Guarantor]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signed  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |

**THE SCHEDULE 1**

**(CONTRACT DOCUMENTS)**

1. This Form of Agreement

2. The University Conditions of Contract included in Contract Document 4

3. Purchase Order [and Attachment]

4. University’s Invitation Document [ref: ***insert details*** for example Invitation to Tender dated 200[ ] }

5. Contractor's Proposal Document [ref: ***insert details*** for example Tender Response Document dated 200[ ]

[6. Other documents as appropriate]

**THE SCHEDULE 2**

**(PARENT COMPANY GUARANTEE)**

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1. The Guarantor hereby unconditionally and irrevocably guarantees to the University:
   1. due and prompt performance by the Contractor of all and any obligations under or arising from this Agreement;
   2. that if any sums are due and payable to the University by the Contractor pursuant to the terms of the Agreement and there is any default in any payment of such sum the Guarantor shall forthwith on first demand by the University unconditionally pay to the University in full the monies which are due and payable to it and unpaid by the Contractor; and
   3. to pay all costs and expenses which the University may incur in enforcing this Guarantee.
2. The Guarantor hereby unconditionally and irrevocably undertakes fully and promptly to indemnify the University against all damages, costs, claims, losses, demands, liabilities and expenses which may be suffered or incurred by the University by reason of any default on the part of the Contractor in performing and observing the terms and conditions of the Agreement and in particular such costs and expenses as may be incurred as a result of a third party delivering all or any part of the Supply (as defined in the Agreement) by reason of a failure by the Contractor to provide such Supply in accordance with the terms of the Agreement.
3. The Guarantor shall not be discharged or released from this guarantee and indemnity nor shall its liability under this guarantee and indemnity be affected or impaired by any agreement, conduct or forbearance between or afforded to the Contractor by the University or by any alterations in the obligations imposed on the Contractor by the Agreement or by any variations agreed to the Agreement whether or not such matters are with or without the consent of the Guarantor. The University shall not be obliged to require payment from the Contractor before enforcing the terms of this guarantee and indemnity and the Guarantor shall be treated in all respects as being jointly and severally liable with the Contractor for all liabilities, obligations and undertakings of the Contractor as provided in the Agreement.
4. This guarantee and indemnity shall remain in full force and effect until all monies and liabilities now or hereafter due and owing or incurred by the Contractor to the University have been satisfied in full.
5. If any monies shall become payable under or in respect of this guarantee and indemnity the Guarantor shall not, so long as any monies due and payable by the Contractor to the University under the terms of the Agreement remain unpaid:-
   1. In respect of the amounts paid by the Guarantor under this guarantee and indemnity seek to enforce repayment by subrogation or otherwise;
   2. In the event of the insolvency, winding up, liquidation or dissolution of the Contractor prove in competition with the University in respect of any monies owing to the Guarantor by the Contractor on any account whatsoever but will give to the University the benefit of any such proof and of all monies to be so received in respect thereof.
6. All demands made by the University under this guarantee and indemnity shall be sent to the Guarantor at the address set out above or such other address as may be notified by the Guarantor to the University. Such demand shall be deemed to have been made and received by the Guarantor:-
   1. if delivered by hand, at the time of delivery;
   2. if sent by first class mail on the next business day after the date of posting;
   3. if sent by fax, at the time of transmission; and
   4. if sent by telex at the time the Guarantor's telex machine acknowledges receipt.
7. No failure to exercise and no delay in exercising on the part of the University any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any right, power or privilege. The rights and remedies provided herein are cumulative and not exclusive of any right or remedies provided by law.
8. The Guarantor hereby warrants and represents to the University that it has full power and authority to enter into and perform its obligations under this guarantee and indemnity.
9. This guarantee and indemnity may not be terminated by the Guarantor while any obligations under it remain in effect and it shall be binding upon the Guarantor's successors in title.
10. This guarantee and indemnity shall remain in full force and effect notwithstanding any change in the constitution of the Guarantor, the Contractor or the University.
11. The Guarantor hereby irrevocably appoints its Company Secretary as its authorised agent for the purpose of accepting service of process for all purposes in connection with this guarantee and indemnity.
12. This guarantee and indemnity shall be governed by and construed in all respects in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this guarantee and indemnity.