

**DATED**

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

**-and-**

**(2) [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 (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 offerto 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]**

1.1 The Contract Documents listed in the Schedule (“the Contract Documents”) constitute the contract between the parties. In the event of a conflict between the 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.

1.2 Any schedule to this Agreement forms part of it.Definitions and interpretation provisions in the contract terms specified inthe 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.

1.3 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:

|  |  |
| --- | --- |
| 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**THE SCHEDULE 1**

**(CONTRACT DOCUMENTS)**

1. This Form of Agreement   
  
2. The University Conditions of Contract   
  
3. Purchase Order [and Attachment]   
  
4. University’s Invitation Document [ref: insert details for example Invitation to Tender dated 20[ ]]   
  
5. Contractor´s Proposal Document [ref: insert details for example Tender Response Document dated 200[ ]