



Invitation to Tender

The Fairwork Project at the Oxford Internet Institute (OII), University of Oxford is seeking a fundraising consultant or agency to identify and secure funding opportunities to support a sustainable future for the Fairwork Network, in collaboration with the OII and the University's Development Office from 1 June to 31 October 2025.

Fairwork Project Fundraising Consultant

This document is intended to inform potential interested parties about what to expect if they take on the role of being a Fairwork Fundraising Consultant at the Oxford Internet Institute (OII). It details key arrangements we would put in place to facilitate the partnership, the expectations and deliverables, what's involved in formalising the consultancy agreement and the information we seek to help us in the selection process.

This is a call for proposals for [Fairwork](#), which works to ensure decent work standards for workers on digital platforms. Proposals must be submitted by May 12, 2025, via email to fairwork.admin@oii.ox.ac.uk.

Background

Fairwork is a research project based at the Oxford Internet Institute (a department of the University) and WZB Berlin Social Center, Germany, funded by GIZ (Deutsche Gesellschaft für Internationale Zusammenarbeit). The Fairwork project aims to set and measure fair standards for the future of work, and work includes assessing and rating working conditions at digital labour platforms, enterprises that use a digital platform to mediate and facilitate labour exchange between different users, such as businesses, workers and consumers. The Fairwork project has developed five principles of fair digital platform work: 1. Fair pay; 2. Fair conditions; 3. Fair contracts; 4. Fair management; and 5. Fair representation.

Fairwork's action research approach intends not just to understand the platform economy across the world, but to change it. By bringing workers, platforms, scholars, labour researchers and policymakers to the table, we work to collaboratively develop and embed principles of fair work into the script of the platform economy. Fundamental to the project is a commitment to being participatory in our research and non-hierarchical within our communities. Our aim is to understand, and counter, some of the forces that disempower



platform workers across the world. We are a [transnational network of social justice-minded scholars in pursuit of this planetary goal](#).

Launched in 2018, the project has so-far produced ratings for more than 200 digital labour platforms (both geographically tethered, and remote), and currently operates in 40 countries on five continents.

Fairwork, at its essence, is a way of imagining a different, and fairer, platform economy than the one we have today. By evaluating platforms against measures of fairness, we hope to not just show what the platform economy is, but also what it can be.

The primary goal of the fundraiser consultant is to secure sustainable and diversified funding sources to support Fairwork's research and advocacy efforts. This includes cultivating strategic partnerships with high-net-worth individuals, businesses, philanthropic foundations, and institutional donors, aligning with Fairwork's research. The consultant will work towards increasing Fairwork's financial resilience by identifying global and regional impact funding opportunities, ensuring alignment with the project's mission and objectives. A key focus will be on securing multi-year funding commitments, expanding Fairwork's donor base, and exploring innovative funding streams to enhance long-term financial sustainability.

Scope

In this call, we are looking for a Fairwork Project Fundraising Consultant or Agency who will help us in exploring a range of funding opportunities and models to work towards financial sustainability of the project. More specifically, the duties of the consultant will include:

- Work closely with the OII Head of External Affairs and University of Oxford Development Office to identify, develop and steward relationships with donors, businesses, fundraising groups, and high net worth individuals (especially within the technology sector), including coordination of communications and reporting
- Understand the Project's objectives and goals and identify suitable opportunities to engage with relevant stakeholders to achieve the project's fundraising goals
- Identify and steward impact fundraising opportunities for the project in Oxford and coordinate globally and in the regions where Fairwork has operations, where opportunities extend beyond Oxford.
- Plan and execute an actionable financial sustainability plan to secure ongoing funding for the project, including seeking alternative sources and assessing their financial viability

- Be proactive in identifying opportunities and seek introductions to relevant organisations, individuals and stakeholders
- Provide income and fundraising activity analysis of similar organisations to identify funding resources and potential returns
- Identify fundraising trends and growth areas specific to digital labour, gig economy, and AI both from private and public donors and organisations; and steward an actionable plan for Fairwork
- Back up all recommendations with researched, documented rationale
- In conjunction with the OII's Head of Communications and External Affairs and University's Development Office establish relationships with potential global donor organisations and represent the project where needed.
- Provide clear and detailed approaches to enhance existing funding resources and establish new income sources both globally, and also in the regions Fairwork has active partnerships
- Promote Fairwork's activities and campaigns and drive fundraising income
- Regularly review activity and progress with the Fairwork team, the OII and University Development Office

If you have any questions regarding the call, please get in touch with Fairwork Research Project Administrator at fairwork.admin@oii.ox.ac.uk.

Deliverables and Performance Measures

1. Strategic Engagement on Fairwork Certification

Deliverable:

Develop strategic partnerships with lead firms in global supply chains likely to seek Fairwork certification.

Target Outcomes:

- Identify 100 high-visibility, CSR-aligned lead firms not yet engaged.
- Initiate contact and present the Fairwork certification to at least 30 firms.
- Secure expressions of interest (EOIs) or letters of intent (LOIs) from at least 2 firms by **31 October 2025**.

2. National-Level Institutional Engagement

Deliverable:



Build institutional partnerships with national governments, trade unions, and philanthropic foundations to fund or co-sponsor Fairwork's annual scoring initiatives.

Target Outcomes:

- Establish contact with at least 3 ministries of labour, 3 trade union bodies, and 3 foundations in key Fairwork countries.
- Deliver 1–2 tailored country-specific funding proposals for annual scoring rounds.

3. Donor Identification and Outreach

Deliverable:

Identify potential donors through a coordinated approach, initiate connections, and hold meetings to promote Fairwork and its objectives.

Target Outcomes:

- Identify and engage at least 20 potential donors within the first 3 months.
- Secure meetings with at least 10 donors during this period.

4. Engagement with Venture Capital Firms

Deliverable:

Identify and build relationships with VC firms aligned with social impact goals. Prepare tailored pitches and communication materials.

Target Outcomes:

- Identify at least 10 aligned VC firms within 2 months.
- Initiate contact with 5; submit 3 tailored pitches within the next 2 months.

5. Representation and Stakeholder Engagement

Deliverable:

Represent Fairwork in donor meetings and events with businesses, HNWIs, and potential funders.

Benchmark:

- Attend and represent Fairwork in at least **2 external meetings/events per month**.
- Submit detailed meeting notes with follow-up action items.

6. Donor and Revenue Source Database

Deliverable:

Develop a comprehensive database of potential donors and revenue sources.

Target:

- Submit a **master database** within 6 weeks including:
 - o At least 30 entries
 - o Timeline and funding amount projections
 - o Key contact details

7. Relationship Stewardship – International Donors, Tech Funders, and HNWI

Deliverable:

Identify, cultivate, and steward strategic relationships with international donor agencies, technology-aligned funders, and high-net-worth individuals (HNWIs) whose priorities align with Fairwork's mission.

Target Outcomes:

- Identify and establish connections with at least **5 international donor agencies**.
- Connect with a minimum of **10 tech-aligned funders or HNWI**s by **end of Q2**.
- Maintain regular engagement (e.g., bi-monthly updates or check-ins) with at least **5 of these funders** throughout the consultancy period.

Selection Criteria

1. A track record of conducting impact fundraising activities.
2. Knowledge and experience of building relationships with a variety of diverse donors, businesses, fundraising groups and high net worth individuals (especially within the technology sector)



3. Excellent communication skills (written and verbal) with the ability to motivate and inspire supporters with Fairwork's mission and objectives, in conjunction with the Oxford Internet Institute and University of Oxford objectives.
4. Ability to effectively manage multiple and competing priorities to meet deadlines
5. Ability to effectively manage different expectations of different stakeholder groups including funding agencies, donors, and individuals
6. Ability to effectively document, archive and present project's financial sustainability plan to relevant stakeholders (including past and future donors)
7. It is essential that the person has an understanding of both UK and international development funding landscape, familiarity of the Higher Education research sector and an understanding of international development donor agencies.
8. Ability to quickly understand the University context and University fundraising principles, parameters and guidelines.
9. UK based individual or agency preferred.

Application Pack

Please provide the following information in your application pack

1. A Cover Letter showing how you meet the Selection Criteria and indicating your interest in the consultancy and your plans of how to execute the project deliverables & explicitly state any non-compliance to the specification (max 2 pages)
2. CV (max 5 pages)
3. A financial quotation in GBP. The quotation must provide a firm price (ex-VAT) in GBP pounds sterling for delivering the requirement. Please provide a breakdown of the proposed price showing: the activities, the number of days for each deliverable and any associated day rates. Payment will be made on basis of milestones/deliverables and evidence of these being met. No upfront or advance payments will be made by the University.
4. A clear time plan for the project, showing how and when the project deliverables will be met.



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5. A statement confirming the following: "This proposal is based on the University's standard terms and conditions of purchase (available at: <https://finance.admin.ox.ac.uk/files/h09standardconditionsofpurchasepdf>) .
 6. The selected consultant will have to accept the University of Oxford's Consultancy Agreement and work within the parameters of Oxford's fundraising policies. (See Annex for standard agreement.)
 7. A completed supplier questionnaire which can be found at Annex II



The Fairwork Project

info@fair.work

www.fair.work

@TowardsFairWork

ANNEX I :

**THE CHANCELLOR MASTERS AND SCHOLARS OF THE
UNIVERSITY OF OXFORD**

and

(NAME OF CONSULTANT)

CONSULTANCY AGREEMENT

(University reference)



CONSULTANCY AGREEMENT

THIS AGREEMENT is dated as of the date of signature by the last party to sign the Agreement but effective as of dd/mm/yyyy (the “Effective Date”) and is made **BETWEEN**:

(1) **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD** whose administrative offices are at Wellington Square, Oxford OX1 2JD (the “University”);

and

(2) **xxx** of xxx (the “Consultant”).

Each a ‘Party’ and together the ‘Parties’

BACKGROUND

The University wishes to retain the Consultant to provide certain services in connection with the research project entitled ‘**xxx**’ (the “Research Project”) for which the University has entered into an agreement with xxx (the “Research Agreement”).

1. CONSULTANCY SERVICES

1.1 The University appoints the Consultant to provide, and the Consultant agrees to provide, over the period from the Effective Date to dd/mm/yyyy (“End Date”), the consultancy services (“Consultancy Services”) and any deliverables (“Deliverables”) described in Schedule 1 of this Agreement.

1.2 The Consultant will provide the Consultancy Services and supply any advice, data and materials in accordance with all applicable laws, rules and regulations and in conformity with the highest professional standards and having obtained all necessary licenses and consents.



1.3 The Consultant shall have, maintain and shall not invalidate such type and amounts of liability insurance (including professional indemnity cover) for all work done by the Consultant under this Agreement, and will provide the University with a copy of the policy (or policies) on request.

1.4 The Consultant will not be restricted to providing services for the University, and nothing in this Agreement will prevent him or her from providing services to anyone else.

1.5 If the Consultant is unable or unwilling to provide the Consultancy Services, the Consultant may with the prior written approval of the University (which approval may be withheld by the University at its absolute discretion) appoint a suitably qualified and skilled substitute to perform the Consultancy Services (the “Substitute”). The Consultant shall inform the University of the identity and background of any Substitute as soon as a suitable replacement has been identified. If the University approves the Substitute, the Consultant shall continue to invoice the University in accordance with clause 3 and shall be responsible for the remuneration of the Substitute.

2. LOCATION

The Consultant will supply the Consultancy Services to such places as the University may reasonably specify or that might otherwise be agreed by the Consultant with the University. Whenever the Consultant works on University premises, the Consultant will ensure his/her compliance with the Health and Safety at Work etc. Act and with the University’s fire and safety rules and procedures.

3. REMUNERATION

3.1 For the provision of the Consultancy Services, the University will pay the Consultant up to £xxx (xxx) (the “Fee”). This sum excludes any Value Added Tax if applicable.

3.2 Payment of the Fee will be made in accordance with Schedule 1 contingent upon performance of the Consultancy Services to the satisfaction of the University, receipt and acceptance by the University of the Deliverables and submission of an appropriate invoice. Time for payment by the University shall not be of the essence.

4. INTELLECTUAL PROPERTY



4.1 All intellectual property arising from the performance of this Agreement (the “Arising Intellectual Property”) shall belong to the University and, accordingly the Consultant hereby assigns to the University (by way of present and future assignment) absolutely and with full title guarantee any and all such Arising Intellectual Property.

4.2 The Consultant waives any rights in respect of the Arising Intellectual Property which are or may be conferred by Chapter IV of Part I of the Copyright, Designs and Patents Act 1988.

4.3 At the request and cost of the University (either during the term of this Agreement or after its termination), the Consultant will execute promptly all documents and carry out all actions which may reasonably be necessary or desirable in order to vest in the University or its nominee all rights in the Arising Intellectual Property; and enable the University or its nominee to obtain and renew all patent, design, trademark, copyright and other registrations available for the protection of the Arising Intellectual Property.

4.4 The University shall have no liability to account to the Consultant for any revenue or profit derived or resulting from the Arising Intellectual Property.

5. CONFIDENTIALITY

5.1 Except insofar as such matters are properly in, or come into, the public domain, the Consultant agrees to keep secret and confidential all the Arising Intellectual Property and any information which the Consultant receives about the Research Project and the research and affairs of the University and the provisions of this Agreement and the Research Agreement; and not to disclose any such property or information to any person unless otherwise expressly provided by this Agreement, or unless he or she is ordered to do so by a court of competent jurisdiction.

5.2 The Consultant acknowledges that the University is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and shall assist and cooperate with the University to enable the University to comply with its information disclosure obligations under the same.

6. DATA PROTECTION

Each Party agrees to comply with its obligations as set out in Schedule 2 (Data Protection) of this Agreement.

7. RELATIONSHIP BETWEEN THE PARTIES

7.1 The relationship of the Consultant to the University will be that of independent contractor; and at no time will the Consultant hold himself or herself out as being a worker or an employee of the University.

7.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the University for and in respect of:

7.2.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Consultancy Services or any payment or benefit received by the Consultant or any Substitute in respect of the Consultancy Services, where such recovery is not prohibited by law. The Consultant shall further indemnify the University against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the University in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

7.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Substitute against the University arising out of or in connection with the provision of the Consultancy Services.

7.3 The University may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Consultant.

7.4 The Consultant will not hold himself or herself out as the agent of the University, and will not have any authority to act on behalf of the University, to conclude any contracts or incur any obligation or liability on behalf of or binding upon the University, or to sign any document on the University's behalf. The Consultant will not use the name or any trademark or logo of the University in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the University.

7.5 The parties do not intend that by virtue of the Contracts (Rights of Third Parties) Act 1999 any of the terms of this Agreement should be enforceable by a person who is not a party to it.



8. ASSIGNMENT OF INTEREST

Save as set out in this Agreement, the Consultant may not sub-license, assign, transfer, mortgage or part with this Agreement or any of his or her rights, duties or obligations under this Agreement without prior written consent from the University; but the Consultant is free to employ such secretarial and other assistance as the Consultant may consider necessary in order to provide the Consultancy Services required of the Consultant under this Agreement: the Consultant will procure and enforce the written agreement of such employees to comply with the terms of this Agreement. The University has the right to exclude or deny access to its premises to any person, including those employed or engaged by the Consultant.

9. TERM AND TERMINATION

9.1 Subject to clause 9.2, this Agreement will take effect on the Effective Date and continue in effect until the End Date unless:

9.1.1 it is terminated by the University serving not less than ten (10) days written notice on the Consultant;

9.1.2 the Research Agreement is terminated for whatever reason (and in such case the University will give the Consultant such notice of termination as is reasonably practicable in the circumstances, but in some circumstances no notice may be able to be given).

9.2 Notwithstanding clause 9.1 the University may terminate this Agreement with immediate effect and without any compensation or damages due to the Consultant, but without prejudice to any other rights or remedies the University may have, if the Consultant should:

9.2.1 commit a material breach of the terms of this Agreement which he or she fails to remedy within ten (10) days of receipt of written notice from the University specifying the breach and requesting remedy;

9.2.2 persistently neglect, fail or refuse for whatever reason to perform the Consultancy Services to the reasonable satisfaction of the University;

9.2.3 act in any way materially contrary to the interests of the University whilst providing or purporting to provide the Consultancy Services;



9.2.4 become unfit to or incapable of continuing to adequately perform the Consultancy Services, by reason of physical or mental illness or incapacity, or for some other reason;

9.2.5 have a receiving order made against him or her, or make any arrangement with his or her creditors.

9.3 In the event of the termination of this Agreement under clause 9.2 the University shall only be liable to the Consultant in respect of the Fee and expenses in accordance with the terms of this Agreement for the Consultancy Services provided up to the effective date of termination.

9.4 On the termination of this Agreement (however arising), the Consultant will deliver up to the University all documents, formulae, papers, drawings, software, data, specifications, reports, notes, programs, portfolios, equipment, materials of any sort, identity cards and keys which were furnished by the University to the Consultant, or which were prepared by or on behalf of the Consultant for the University in the course of providing the Consultancy Services.

9.5 This clause 9.5, as well as clauses 1.3, 4, 5, 6, 7, 10, 11 and 12, will survive the termination of this Agreement (for whatever reason).

10. *ANTI-BRIBERY AND ANTI-FACILITATION OF TAX EVASION*

10.1 The Consultant shall:

10.1.1 comply with all applicable laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, which, for the avoidance of doubt, is applicable regardless of the territory where the Consultancy Services may be performed; and

10.1.2 not do or permit to be done, or omit to do anything that may result in any liability for the University under any applicable anti-bribery laws; and

10.1.3 promptly report to the University any request or demand for any undue financial or other advantage of any kind to be received by the Consultant in connection with the performance of this Agreement.

10.2 The Consultant shall not engage in any activity, practice or conduct which would constitute either:



10.2.1 a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

10.2.2 a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

10.3 The Consultant will promptly report to the University any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion offences or facilitation of tax evasion offences, whether under UK law or under the law of any foreign country, in connection with the performance of this Agreement.

10.4 The Consultant shall ensure that any person associated with the Consultant who is providing the Consultancy Services and/or performing obligations under this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Consultant in this clause 10. The Consultant shall be responsible for the observance and performance by such persons of such terms, and shall be directly liable to the University for any breach by such persons of any of such terms.

10.5 Breach of this clause 10 shall be deemed a material breach under clause 9.2.1.

10.6 For the purpose of this clause 10, whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under section 9 of that Act). For the purposes of this clause 10 a person associated with the Consultant includes but is not limited to any subcontractor of the Consultant.

11. INFORMATION SECURITY

If as part of the performance of the Consultancy Services, the Consultant has access to the University's information systems, the Consultant shall comply with the University's Information Security Policy, as amended from time to time, a copy of which will be provided to the Consultant by the University on request.

12. MISCELLANEOUS



12.1 Clause headings are inserted in this Agreement for convenience only, and shall not be taken into account in the interpretation of this Agreement.

12.2 This Agreement cancels and is in substitution for all previous letters and oral and written agreements relating to the subject-matter of this Agreement between the University or any of its officers and the Consultant, all of which shall be deemed to have been terminated by mutual consent.

12.3 If any provision of this Agreement shall be held void or unenforceable in whole or part by any court or other competent authority, the remaining provisions, and the remainder of the provisions affected, shall remain in full force and effect.

12.4 All notices or other communications to be served on either party under this Agreement shall be sent by pre-paid first-class post to the addresses shown above and shall be deemed served forty-eight (48) hours after posting unless the contrary is proved.

12.5 This Agreement shall be governed by English Law. The English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.

12.6 This Agreement may be executed in any number of counterparts, each of which when executed will constitute an original of this Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each Party has executed at least one counterpart.



SCHEDULE 1: THE CONSULTANCY SERVICES

Description of the Consultancy Services

- xxx
- xxx
- xxx
- xxx

Deliverables and Sums Payable

Deliverable	Date Due	Sum Payable
Deliverable 1:	No specific due date. Payments are based on completion of deliverables.	
Deliverable 2:		
Deliverable 3:		
Deliverable 4:		
Deliverable 5:	Project to be completed and fully invoiced by xxx	
Deliverable 6:		
Total		£

SCHEDULE 2: DATA PROTECTION 1. DEFINITIONS

The following expressions, when used in this Schedule, shall have the meanings given to them in this Clause 1:

Data Protection Legislation means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 1998 and EC Directive 95/46/EC (up to and including 24 May 2018) and on and from 25 May 2018, the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) and implementing national legislation, in particular the Data Protection Act 2018;



Data Controller, Data Processor, Data Subject, and Processing (and variations thereof) have the meanings set out in the Data Protection Legislation;

Personal Data means any personal data (as defined in the Data Protection Legislation) Processed by either Party in connection with this Agreement.

2. DATA PROCESSING

2.1. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule (Data Protection) is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

2.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the University is the Data Controller and the Consultant is the Data Processor. Schedule 3 sets out the scope, nature and purposes of Processing by the Consultant, the duration of the processing and the types of Personal Data and categories of Data Subject.

2.3. To the extent that the Consultant Processes any Personal Data as a Data Processor for and on behalf of the University (as the Data Controller) s/he shall:

2.3.1. only Process Personal Data for and on behalf of the University for the purposes of performing the Consultant's obligations under this Agreement and only in accordance with the University's written instructions from time to time, 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 ("Applicable Data Processing Law") to process Personal Data. In such a case, the Consultant shall inform the University of that legal requirement before Processing, unless the law prohibits such information on important grounds of public interest;

2.3.2. inform the University immediately if s/he considers any of the University's instructions infringes Data Protection Legislation;

2.3.3. ensure that s/he 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);

- 2.3.4. ensure that any persons who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;
- 2.3.5. taking into account the nature of the Processing, at the University's request, assist the University to comply with the obligations imposed on the University by the Data Protection Legislation in relation to: (i) security, breach notifications, data protection impact assessments, and consultations with supervisory authorities or regulators; and (ii) responding to any requests from Data Subjects;
- 2.3.6. notify the University promptly following receipt of any request from a Data Subject to exercise their rights under the Data Protection Legislation or any correspondence from a supervisory authority or regulator and shall:
 - 2.3.6.1. not disclose any Personal Data without first consulting with and obtaining the University's prior written consent; and
 - 2.3.6.2. provide the University with all reasonable co-operation and assistance required by the University in relation to any such request or correspondence;
- 2.3.7. notify the University without undue delay and in any event within twenty-four (24) hours) upon becoming aware of any actual or suspected Personal Data breach, and:
 - 2.3.7.1. conduct or support the University in conducting such investigations and analysis that the University reasonably requires in respect of such breach;
 - 2.3.7.2. implement any measures necessary to restore the security of compromised Personal Data; and
 - 2.3.7.3. assist the University to make any notifications to supervisory authorities or regulators and affected Data Subjects;
- 2.3.8. keep a record of any Processing of the Personal Data s/he carries out on behalf of the University and hold the Personal Data in such a manner that it is capable of being distinguished from other data or information processed by Consultant;
- 2.3.9. promptly comply with any request from the University to amend, transfer or delete any Personal Data;



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- 2.3.10. at the written direction of the University, delete or return Personal Data and copies thereof to the University on termination of the Agreement unless required by Applicable Data Processing Law to store the Personal Data;
- 2.3.11. at the University's reasonable request: (i) make available to the University evidence to demonstrate the Consultant's compliance with the requirements of this Clause; and (ii) allow for and contribute to audits, including inspections, conducted by or on behalf of the University, on reasonable notice and subject to appropriate confidentiality obligations;
- 2.3.12. not transfer any Personal Data to any third party except:
- 2.3.12.1. with the prior written consent of the University and in accordance with any written instructions and terms the University may impose on such transfer to ensure that transfers of Personal Data outside of the EEA have adequate protections in place as set out in the Data Protection Legislation; or
 - 2.3.12.2. if required by Applicable Data Processing Law, in which case the Consultant shall inform the University of that legal requirement before transferring, unless the law prohibits such information on important grounds of public interest
- 2.3.13. if the University in its absolute discretion gives a specific or general written authorisation to engage a third party processor of Personal Data under this Agreement (a sub-processor), the Consultant:
- 2.3.13.1. shall inform the University of any intended changes to a general written authorisation to add or replace processors, thereby giving the University the opportunity to object to such changes;
 - 2.3.13.2. shall impose data protection obligations that are substantially the same to those set out in this Agreement;
 - 2.3.13.3. acknowledges that the Consultant remains fully liable to the University for the performance of any sub-contracted Processing obligations.
- 2.4. The Consultant shall indemnify on demand and keep indemnified the University from and against:

2.4.1. any monetary penalties or fines levied by supervisory authorities or regulators on the University; and

2.4.2. any losses, liabilities, damages, costs, and expenses howsoever arising (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by, awarded against, or agreed to be paid by, the University pursuant to a claim, action or challenge made by a third party against the University (including by a Data Subject),

in each case to the extent arising as a result of a breach by the Consultant (or his/her permitted sub-contractors) of this Agreement and/ or their respective obligations under the Data Protection Legislation.

2.5. Nothing in this Agreement will exclude, limit or restrict the Consultant's liability under the indemnity set out in Clause 2.4 above.

2.6. Notwithstanding anything in the Agreement to the contrary, this Schedule (Data Protection) shall continue in full force and effect for so long as the Consultant processes any Personal Data.

SCHEDULE 3: DATA PROTECTION PARTICULARS

The subject matter and duration of the Processing	
The nature and purpose of the Processing	
The type of Personal Data being Processed	
The categories of Data Subjects	

ANNEX II :

SUPPLIER SUITABILITY CHECKLIST (<£25,000)

CHECKLIST	SUPPLIER RESPONSE
Name (if registered, please give the registered name)	
Registered address (if applicable) or head office address	
Does your organisation require any professional accreditations and/or registrations to perform the work (please specify)? If yes, are these in place?	
Does your organisation require any licences, permits or training required by legislation to perform the work (please specify)? If yes, are these in place?	
In respect of your organisation, any immediate parent company or ultimate parent company is any Person of Significant Control ^[1] resident in a country subject to UK sanctions (either unilateral or imposed by the United Nations e.g. Russia and Belarus)?	
Do you have the capacity to take on this work, and have you performed work of a similar nature successfully in the past?	
What insurances are in place relevant to this work (note: employer's liability insurance is a legal requirement and should be at least £5million (except for businesses employing only the owner/close family members))?	
Do you agree to the principles set out in the Supplier Selection Guidance ?	

CHECKLIST		RESPONSE
Within the past five years, anywhere in the world, has your organisation or any person who is a member of the organisation's administrative, management or supervisory body or who has powers of representation, decision or control, been convicted of any offences within this summary and described more fully on this webpage (Annex D)?	Participation in a criminal organisation	Yes / No
	Corruption	Yes / No
	Terrorist offences or offences linked to terrorist activities	Yes / No
	Money laundering or terrorist financing	Yes / No
	Child labour and other forms of trafficking in human beings	Yes / No
	Non-payment of tax and social security contributions	Yes / No
Within the past three years, anywhere in the world, have any of the situations summarised and listed in full on this webpage (Annex D) applied to you?	Breach of environmental obligations (including health and safety obligations)	Yes / No
	Breach of social law obligations	Yes / No
	Breach of labour law obligations	Yes / No
	Bankruptcy or subject of insolvency	Yes / No
	Guilty of grave professional misconduct	Yes / No
	Distortion of competition	Yes / No
	Conflict of interest	Yes / No



	Breach of obligations relating to the payment of taxes or social security contributions	Yes / No
If you answer yes to any question please provide further details (in a separate annex) including the date of conviction and the jurisdiction, the reasons for conviction and the identify of who has been convicted. Please also explain what measures have been taken to demonstrate your reliability despite the existence of such relevant grounds for exclusion (self-cleaning).		

^[1] A 'Person of Significant Control' is defined as: (i) holding more than 25% of shares in the company; and/or (ii) holding more than 25% of voting rights in the company; and/or (iii) having the right to appoint or remove the majority of the board of directors.