

## **Terms and Conditions**

The following Terms and Conditions apply. By submitting a proposal, you accept these terms and conditions and you agree to abide by them.

A comprehensive list of terms and conditions will be formally agreed under contractual terms with the successful candidate.

### **1. By submitting the proposal you confirm that:**

1.1 you report any actual or potential conflict of interest with the What Works Centre for Wellbeing, its board of directors or staff. If at any time you find out any potential conflict of interest, please inform the Centre immediately;

1.2 you have legal capacity to submit a proposal in response to this ITT and are acting lawfully, ethically and in good faith;

1.3 you have the necessary skills, experience and resources (including rights, access to licenses and consents where necessary) to undertake this work to the highest professional standards;

1.4 you will be responsible for all of your own costs, expenses and losses which may be incurred in relation to the preparation of your tender, attendance at interviews, site visits or similar.

### **2. What Works Centre for Wellbeing reserves the right to reject or disqualify your tender if, at any time during the ITT, it becomes clear that:**

2.1 you fail to comply with the requirements of the ITT - including but not limited to these terms and conditions;

2.2 you are or become insolvent or have a petition issued against you;

2.3 you are suspected of behaving in an anti-competitive or collusive manner, or you offer or accept an inducement or reward to gain personal, commercial or contractual advantage;

2.4 you have committed any offence relating to conspiracy, corruption, bribery, fraud, money laundering or any other criminal offence related to your course of business or Profession.

### **3. Confidential information and Centre property**

3.1 you shall not use or disclose to any person either during or at any time after your engagement by the Centre any confidential information about the business or affairs of the Centre or any of its business contacts, or about any other confidential matters which may come to your knowledge in the course of providing the Services. For the purposes of this clause 5, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the Centre or any of its business contacts;

3.2 The restriction in clause 5.1 does not apply to:

(a) any use or disclosure authorised by the Centre or as required by law; or

(b) any information which is already in, or comes into the public domain otherwise than through your unauthorised disclosure.

3.3 All documents, manuals, hardware and software provided for your use by the Centre, and any data or documents (including copies) produced, maintained or stored on the Centre's computer systems or other electronic equipment (including mobile phones if provided by the Centre), remain the property of the Centre.

#### **4. Data protection**

The Centre complies to The Data Protection Legislation, which comprises: i) the General Data Protection Regulation (GDPR), ii) the Data Protection Act (DPA) 2018 ; and iii) the Law Enforcement Directive.

4.1 you consent to the Centre holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the General Data Protection Regulation and the Data Protection Act 2018 as appropriate;

4.2 You consent to the Centre making such information available to those who provide products, services or funding to the Centre (such as advisers), regulatory authorities, governmental or quasi-governmental organisations;

4.3 You consent to the transfer of such information to the Centre's business contacts outside the European Economic Area in order to further its business interests;

4.4 You confirm full compliance with the Data Protection Legislation, as presented above, and will comply with the Centre's data protection policy when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Centre.

#### **5. Intellectual property**

5.1 All intellectual property rights that arise out of the provision of services remain with the What Works Centre for Wellbeing CIC;

5.2 You hereby assign to the Centre all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services for the Centre. You agree promptly to execute all documents and do all acts as may, in the opinion of the Centre, be necessary to give effect to this clause 7;

5.3 You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works.

#### **6. Communications**

6.1 You must comply with our policies on social media, safeguarding, information and communication systems.

#### **7. Jurisdiction**

7.1 The parties and this agreement shall be governed in accordance with English Law and under the jurisdiction of the English courts.