

# Assessor Agreement Dated \_\_\_\_\_ Day \_\_\_\_\_ 2022

A. **Innovate UK, a council of United Kingdom Research and Innovation (UKRI)** a non-departmental public body established by the Higher Education and Research Act 2017. Whose principal office is at Polaris House, North Star Avenue, Swindon SN2 1FL (“Innovate UK”);

and

B. **[\*\*]** of [Home address] (“You”) [OR] [Company name] with company registration number [Company number] whose principal office is at [Registered office address].

Each a “Party” and together “Parties” as the context so requires. The Parties agree as follows:

## 1. Assessment Services

Innovate UK, requires certain project applications to be assessed, and their outcomes and performance reported against (Assessment Services). Consequently, Innovate UK wishes to appoint You to provide Assessment Services to Innovate UK’s funded programmes for the duration of this Agreement and upon the Terms and Conditions below.

As an assessor for Innovate UK, You will undertake Assessment Services concerning all project applications assigned to You by Innovate UK. The procedures and guidelines for the Assessment Services shall be provided for each assignment, commonly referred to as “Competitions”. Any further requirement or changes must be agreed with the Innovate UK Head of Competition and Design Delivery and documented accordingly.

For the avoidance of doubt:

- You are not and should not represent Yourself to be, an employee of Innovate UK or any government agency or department
- You have no authority (and shall not hold yourself out as having authority) to bind us
- 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
- You should not instruct, make recommendation, guide or influence any participant, collaborator or agent in the application, or other projects.

Subject to Clause 5, You are not precluded from using any expert knowledge, experience and skills in carrying out the Assessment Services under this Agreement, nor are You prevented from using any acquired knowledge, experience and skills gained in the course of providing Assessment Services under this Agreement, for Your own professional enhancement. In so far as You strictly adhere to the confidentiality obligations under this Agreement and do not intentionally or negligently disclose confidential information, infringe any intellectual property rights or processes any personal data that You are exposed to by reason of Your role as an assessor on an Innovate UK administered programme.

You will be allocated work on an “as required basis”. The volume of your work will depend on the needs of Innovate UK. Innovate UK is under no obligation to provide you with work.

## **2. Duration of the Agreement**

This Agreement commences once You have communicated Your acceptance of the Terms and Conditions of this Agreement and shall continue until it is terminated in accordance with Clause 6.

## **3. Assessor’s Obligations**

For the duration of this Agreement You shall provide Assessment Services to Innovate UK under the following terms. You agree that you:

- a) Will comply with the terms of this appointment;
- b) Will undertake such training as is required by Innovate UK;
- c) Will participate in feedback sessions as required by Innovate UK;
- d) Will warrant and undertake to provide the 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;
- e) Will adhere to such policies and procedures as requested by Innovate UK, including but not limited to any relevant Equality and Diversity policies.
- f) Will provide Assessment Services in accordance with the assessor guidance and scoring matrices provided by Innovate UK;
- g) Will notify Innovate UK immediately if You feel You may have a conflict of interest with an allocation or an individual application. Where Innovate UK considers that a conflict of interest exists, you will be ineligible to provide Assessment Services in respect of that assignment. You will have a conflict of interest including but not limited to the following circumstances:
  - i. where you have been directly involved in the writing of an application;
  - ii. where you work for or have an interest in a company or sub-contractor involved in an application;
  - iii. where you could in any way benefit (directly or indirectly) from either scoring the application well or poorly; or
  - iv. where you feel in any way that You are not able to independently and objectively assess an application.
- h) Will accept or reject applications within three days of receiving an invitation to assess;
- i) Will complete and submit all accepted assessments before the assessment deadline;
- j) Will where invited and willing to do so, attend assessment panels and prepare for them in advance by reviewing each project application to be discussed;
- k) Will not transfer or sub-contract any part of the assignment to another individual as part of this contract without the written consent of Innovate UK;

- l) at Your own expense, re-schedule and perform the work correctly, if any part of Your Assessment Services are found to be inadequate by Innovate UK. This should be done within such reasonable time as may be specified, subject to agreement with Innovate UK. Innovate may instead at its sole discretion choose to exercise its rights under clause 4(c) below.

#### **4. Fee**

Innovate UK will inform You of the fee attached to 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 assessment You must submit an invoice to [ukri.org](http://ukri.org) you must include the competition code and confirm the number of assessments You have performed within the assessment period.

Innovate UK reserves the right not to pay:

- a) for any assessments submitted later than the assessment deadline unless agreed with Innovate UK;
- b) invoices submitted later than 90 days after the competition assessment deadline; and
- c) where an assessment fails to meet the standards reasonably required of Innovate UK

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

#### **Interview and assessment/moderation panels**

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 with the Head of Competition and Design Delivery. If you are required to travel to attend a panel, travel costs will need to be agreed between You and Innovate UK prior to you being accepted as a panel member. On agreement, You must organise your own travel, Innovate UK does not take responsibility for booking travel on your behalf.

You must provide Innovate UK with receipts of actual payment of eligible expenses. Details of our travel and subsistence rates as at the date of this agreement can be found here: [LINK]. Innovate UK reserves the right to amend these rates from time to time. You will be informed of any such change in these rates.

#### **5. Confidential Information and Data Protection**

##### **Data Protection**

Innovate UK will process your personal data in accordance with its privacy notice, located here:

As part of the provision of services under this agreement, you may be in receipt of personal data. You agree to comply with all applicable data protection and privacy legislation in force from time to time in the UK. This includes the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) (“**Data Protection Legislation**”)

You acknowledge that for the purposes of Data Protection Legislation, we are the controller and you are the processor.

You shall, in relation to any personal data processed in connection with this Agreement:

- (a) keep the personal data confidential;
- (b) comply with our reasonable instructions with respect to processing personal data;
- (c) not transfer any personal data outside of the UK; and
- (d) notify us without undue delay on becoming aware of a personal data breach or communication which relates to compliance with the Data Protection Legislation;

### **Confidential information**

You shall keep strictly confidential all data and information provided to You (however it is conveyed or on whatever media it is stored) through the course of the Assessment Services. This includes, but is not limited to, information which relates to the following classes of information, both in respect of Innovate UK and any of the organisations whose applications you have assessed:

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 General Data Protection Regulation (GDPR) and Data Protection Act 2018.

You shall not store any project application information in any form for longer than the assessment period. You undertake to destroy any data and information relating to the assessment once it is completed.

This Clause shall not apply to any confidential information that:

- a) You have received which is or becomes public knowledge (otherwise than by breach of this condition) which was in Your possession without restriction as to its disclosure, before receiving it from Innovate UK.
- b) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- c) is independently developed without access to the confidential information as evidenced in the assessment documentation; or
- d) which must be disclosed following a statutory, legal or parliamentary obligation placed upon You 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 this Clause 5 shall continue without limitation in point of time. In the event that You fail to comply with this Clause, Innovate UK reserves the right to terminate the Agreement by giving You notice in writing in accordance with Clause 7.

## 6. Termination

Either Party may terminate this Agreement at any time for any reason by giving the other Party no less than 30 days' notice.

## 7. Notice

All notices to be given under this Agreement by either party to the other, shall be in writing and served by registered post or recorded delivery to the last known address of the other Party's registered office. The postage receipt shall serve as evidence.

## 8. Applicable Law and Jurisdiction

This Agreement is governed and shall be interpreted in accordance with English and Welsh Law and the Parties submit to the exclusive jurisdiction of the English and Welsh courts.

Please acknowledge receipt and acceptance of this appointment by signing, dating and returning a copy of this Agreement:

<p>For and on behalf of the Accessor</p> <p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Date:</b></p>	<p>For and on behalf of Innovate UK</p> <p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Date:</b></p>
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