



Police & Crime  
Commissioner  
for Cheshire

## **AGREEMENT**

**POLICE AND CRIME COMMISSIONER FOR  
CHESHIRE**

**AND**

**UNIVERSITY OF CENTRAL LANCASHIRE**

**PROVISION OF REVIEW AND  
EVALUATION SERVICES IN RELATION  
TO SUPPORT FOR VICTIMS AND  
PROTECTING VULNERABLE PEOPLE**

**THIS AGREEMENT** is made the ..... day of January 2019

**BETWEEN**

1. The Police and Crime Commissioner for Cheshire of Constabulary Headquarters, Clemonds Hey, Oakmere Road, Winsford, Cheshire. CW7 2UA, England (the PCC)

**AND**

2. University of Central Lancashire of Preston, Lancashire, UK, PR1 2HE (the Contractor)

**IT IS NOW AGREED** as follows:

The Contractor will provide services relating to the provision of review and evaluation services in relation to support for victims and protecting vulnerable people in Cheshire to the PCC in accordance with the PCC's Standard Terms and Conditions for the Provision of Goods and Services annexed to this Agreement and their Schedules, in consideration of which the Contractor will receive payment from the PCC in accordance with those Terms and Conditions and their Schedules.

The following special conditions ("the Special Conditions") will apply:

1. Any variation to the Services must be agreed in advance with the Contractor and reflected in a variation agreement signed by both Parties.
2. Any of the PCC's policies that will apply to the Contractor under this Agreement must be provided in advance to the Contractor in writing.

3. Subject to Clause 28 and 31, PCC hereby grants to the Contractor an irrevocable royalty free non-exclusive licence to use any intellectual property resulting from the Services for academic, teaching and research purposes and academic publication.
4. The Contractor shall effect and maintain Professional Indemnity Insurance of five million pounds sterling in any insurance period.
5. Clauses 58.6 and 58.7 in relation to Arbitration shall not apply.
6. Subject to clause 43.1 and except for liability arising under clause 28, the Contractor's liability arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise is limited to the Price in the aggregate.
7. The Contractor will use all reasonable endeavours to ensure that its Services pursuant to this Agreement is carried out with care, skill and diligence and in accordance with accepted scientific and other relevant principles and standards but makes no representation or warranty that any specific results will be achieved, that any results will be fit for any particular purpose and accepts no responsibility for any use which may be made of any results and/or intellectual property arising from its Services or otherwise supplied to or to which a Party gains access. It is therefore agreed that any Party utilising such results and/or Intellectual Property arising from the Services is fully responsible and liable for any loss, costs, claims or demands arising from that use.
8. These Special Conditions shall take precedence over the PCC's Standard Terms and Conditions for the Provision of Goods and Services.
9. References to clauses and defined terms in these Special Conditions are references to clauses and terms defined within the PCC's Standard Terms and Conditions for the Provision of Goods and Services.

**IN WITNESS WHEREOF** the parties or their authorised representatives have set their hands hereto:-

Signed for and on behalf of  
**THE POLICE AND CRIME COMMISSIONER FOR CHESHIRE**

By: B. 

Name: Ben McCrorie

Title: Head of Policy and Partnerships

Date: 23rd January 2019 (1429)

Signed for and on behalf of  
**UNIVERSITY OF CENTRAL LANCASHIRE**

By: Linden J. Ball

Name: LINDEN J. BALL

Title: Dean, School of Psychology

Date: 18th March 2019