

AGREEMENT TO PROVIDE CONSULTANCY SERVICES IN PAKISTAN FOR SHEFFIELD HALLAM UNIVERSITY

THIS AGREEMENT IS MADE ON:

30/7/2025

PARTIES:

- (1) **SHEFFIELD HALLAM UNIVERSITY HIGHER EDUCATION CORPORATION** whose principal address is at City Campus, Howard Street, Sheffield, S1 1WB (**University**); and
- (2) **RMT ENTERPRISE**, a company registered in Pakistan whose registered office is at 46 Badri Building, I.I. Chundrigar Raid, Karachi-74000, Pakistan (**Consultant**).

BACKGROUND:

- (A) The University wishes to appoint the Consultant to disseminate information on the content and scope of its provision, to advise and recruit suitably qualified Applicants and convert them to Students, to assist with developing and implementing marketing strategies, and to support the University's activities in the Territory.
- (B) The Consultant wishes to accept the appointment on the terms set out below.
- (C) In consideration of the Consultant providing the Services to the University on the terms set out below, the University will make payments to the Consultant as detailed below.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words and expressions shall carry the following meanings save where the context indicates otherwise:

Academic Year	means the twelve (12) month period from 1 August to 31 July in each calendar year of this Agreement, divided into the First Semester and the Second Semester.
Accounting Period	means the University's Academic Year.
Activity Report	means a report of the activities undertaken by the Personnel in the Territory during the preceding period since the previous report including a progress update and details of plans for the following period.
Admission	means the process by which the University at its sole discretion accepts Applicants, admits them to the University and Enrols them as Students.
Agreement	means this Agreement and any Annexures and Schedules to it.
Annual Quality Review	means the review of the delivery of the Services by the Consultant for quality assurance purposes, to be carried out in accordance with clause 18.4.
Annual Operating Plan	Has the meaning given in paragraph 1.1.6 of Annex 1.
Applicant or Applicants	means, depending on the context, Direct Applicants or Office-Generated Applicants or both.

Assistance	means assistance provided by the Consultant or the Personnel to Direct Applicants including but not limited to help with visa applications, choosing and booking accommodation, advising on and recommending travel arrangements, providing information about the University, organising pre-departure events and other similar assistance which facilitates the Conversion of Applicants to Students.
Authorised Officers	means the Director of Global Engagement on behalf of the University, and Rubeena Hoodbhoy on behalf of the Consultant.
BA	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the relevant government department concerning the legislation.
Bi-annual Return	means a financial return comprising a summary of expenditure with variance (if any) against the annual Expenses Budget.
Brand	means the University's name, coat of arms, logo, branding, get up and trade marks
Bribe	<p>means any payment, gift, commission, financial or other advantage or consideration of any kind offered or given to, agreed to be given, facilitated or received by any person as an improper inducement or reward for:</p> <ul style="list-style-type: none"> (a) doing or not doing (or for having done or not having done) any act; or (b) showing favour or not showing disfavour in relation to the obtaining, operation, performance, renewal or extension of this Agreement or any other contract with either party or with any third party on behalf of either party.

CFA	means the Criminal Finances Act 2017 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by any relevant government department in relation to such legislation.
Confidential Information	means information of a confidential nature (including trade secrets and information of commercial or academic value) disclosed by one party or its representatives to the other.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.
Conversion	means the process by which Applicants become Enrolled.
Course or Courses	means a full-time programme of study offered by and provided at the University with a duration of at least thirty (30) weeks, but excluding Pre-Masters and English language courses for speakers of other languages offered by the University TESOL Centre.
CTSA	means the UK Counter Terrorism and Security Act 2015 and any subordinate legislation made under that Act from time to time together.

Data Protection Laws	<p>(a) all applicable data protection, privacy and/or electronic communication legislation in force from time to time in the UK including UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party; and</p> <p>(b) all applicable laws to which a Party is subject relating to data protection, privacy and/or electronic communications in force from time to time in the European Union or any member state of the European Union including the EU GDPR (EU Data Protection Laws).</p>
Deposit	means the sum payable by the Applicant to the University to secure an unconditional offer of a place at the University prior to completing the Admission process.
Direct Applicant	means a person who has applied directly to the University for admission to a Course or has expressed an interest in doing so without the Consultant or the Personnel's initial involvement and whom the University has directed to contact the Consultant for Assistance.
DPA	means the Data Processing Agreement between the parties as incorporated at Annex 3.
Effective Date	means 1 August 2025

Enrol or Enrolment	means the process by which an Applicant formally registers their participation on a Course at the University and provides the information required by the University in order to complete its registration process.
Expenses	means the Consultant's direct costs in employing the Personnel, plus management accommodation, support and infrastructure costs and local travel incurred by Personnel on agreed visits made on behalf of the University, all such Expenses to be incurred in line with the Expenses Budget and approved by the University prior to disbursement.
Expenses Account	means a separate bank account set up by the Consultant for holding the advance payments made in respect of Expenses.
Expenses Budget	means the budget set out at Schedule 1 to Annex 2.
First Semester	means the period of six (6) months from 1 August to 31 January in each Academic Year.
Law	<p>means any applicable legal requirements including:</p> <ul style="list-style-type: none"> (a) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument as applicable in the jurisdiction in which the Services are delivered; (b) any applicable judgment of a relevant court of law which is a binding precedent in the jurisdiction in which the Services are delivered; and (c) any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services.

Offer Letter	means the official correspondence prepared by the University making an offer of a place on a Course to an Applicant.
Office-Generated Applicant	means a person whose application to the University for admission to a Course came from or via the Pakistan Office, coded in accordance with paragraph 1.2 of Annex 1.
Pakistan Office	means the office set up by the Consultant in the Territory.
Personnel	means specified members of staff who are employed by the Consultant and who have been approved by the University in writing in advance and who are engaged, managed and supervised by the Consultant solely to provide the Services and to pursue the aims and objectives of the University in the Territory.
Policies	means the policies, regulations or working practices maintained or observed by the University as at the Effective Date, as such policies, regulations or working practices may be amended or added to from time to time.
Second Semester	means the period of six (6) months from 1 February to 31 July in each Academic Year.
Services	means the services provided by the Consultant and the Personnel on behalf of the University within the Territory in accordance with the terms of this Agreement, full details of which are set out in Annex 1.

Student(s)	<p>means a Direct or Office-Generated Applicant who:</p> <p>(a) has been fully Enrolled on a Course by the University; and</p> <p>(b) has paid at least 50% of the Tuition Fee due; and</p> <p>(c) remains in Enrolment for a period of not less than three (3) weeks.</p>
Term	means the period commencing on the Effective Date and ceasing on 31 July 2026 subject to extension or earlier termination in accordance with the provisions of this Agreement.
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014
Tuition Fee	means the amount assessed by the University as being payable by the Student for the first year of study on the Course after the deduction of any discount, scholarship or other reduction permitted by the University.
University Manager	means a named University manager as designated from time to time or a nominated deputy notified to the Consultant in writing.
Working Days	means Monday to Friday inclusive save for bank and statutory holidays and other days when the University or the Consultant is not open for business.

1.2 In this Agreement, except where the context otherwise requires:

1.2.1 the masculine includes the feminine and vice versa;

- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 a reference in this Agreement to any clause or paragraph or Annex is except where it is expressly stated to the contrary a reference to such clause of or paragraph of or Annex to this Agreement;
- 1.2.4 any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplements to such documents;
- 1.2.5 any reference to any enactment, order, regulation or other similar instruments shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted;
- 1.2.6 a reference to a person includes firms and corporations and their successors and permitted assignees or transferees;
- 1.2.7 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 December 2020 (including EU retained law); and
- 1.2.8 headings are for convenience of reference only.

2. THE CONSULTANT'S OBLIGATIONS TO THE UNIVERSITY

Throughout the Term, the Consultant shall:

- 2.1 provide the Services for the University in the Territory with reasonable care and skill;
- 2.2 in accordance with Annex 1 employ the Personnel who shall be responsible for supporting the promotion of the University's qualifications and activities in the Territory in accordance with the University's international strategy;
- 2.3 provide the Services at a standard that is satisfactory to the University and shall procure that the Personnel do the same;
- 2.4 not make use of any agents, sub-contractors or similar third parties (apart from the Personnel) to provide the Services;
- 2.5 obtain and maintain at its own expense any licences, permits or consents required to enable it to deliver the Services in the Territory, whether from a governmental authority or otherwise;
- 2.6 provide written confirmation to the University that all such licences, permits or consents required to enable it to deliver the Services in the Territory have been secured;
- 2.7 notify the University within ten (10) Working Days where the licences, permits or consents required to enable it to deliver the Services in the Territory that it has obtained are withdrawn or modified;

- 2.8 comply with its obligations set out in Annexes 1-3;
- 2.9 not use the personal data supplied by the University or generated from University enquirers, Applicants, Students, staff, or alumni for any purpose other than the purposes set out in the Data Protection Agreement in Annex 3;
- 2.10 not provide services similar or identical to the Services in the Territory on behalf of any other organisation;
- 2.11 not use the Brand in any publicity, advertising or news release without the prior written approval of the University;
- 2.12 not use or distribute any material about the University or the Courses save where:
 - 2.12.1 such material has been provided by the University for use by the Consultant; or
 - 2.12.2 the University has consented to the use of such material in writing prior to publication.
- 2.13 comply with all reasonable and lawful instructions of the University from time to time;
- 2.14 notify the University in writing of any actual, potential or threatened claim in relation to the delivery of the Services as soon as it becomes aware of the same; and
- 2.15 notify the University in writing as soon as reasonably practicable of any actual, potential or threatened change in the law in the Territory which will or might reasonably be expected to adversely affect in any material respect its ability to deliver the Services.

3. THE UNIVERSITY'S OBLIGATIONS TO THE CONSULTANT

Throughout the Term the University shall:

- 3.1 in consideration of the satisfactory performance of the Services by the Consultant and the Personnel, remit the agreed Expenses in accordance with the terms detailed in Annex 2 to this Agreement; and
- 3.2 comply with its obligations set out in Annexes 1- 3.

4. TERM

- 4.1 This Agreement shall be deemed to have come into force on the Effective Date and shall continue for the Term subject to the provisions set out below and the provisions of clause 5.

5. TERMINATION

- 5.1 Either party shall be entitled to terminate this Agreement upon at least three (3) months prior written notice to the other.

- 5.2 For the avoidance of any doubt, both parties shall remain subject to the terms of this Agreement during the notice period stated in clause 5.1 and shall pay any sums payable during that period to each other in accordance with the terms of this Agreement.
- 5.3 Without prejudice to any other right or remedy, this Agreement may be terminated at any time by notice in writing to the defaulting party by the other if the defaulting party is in material breach of this Agreement and the breach, if capable of remedy, is not remedied within thirty (30) days of the defaulting party receiving notice of it.
- 5.4 In addition to its right in clause 5.3 the University shall be entitled to terminate this Agreement forthwith by written notice to the Consultant if:-
 - 5.4.1 the Consultant commits any material breach of the terms of this Agreement, including but not limited to, involvement in Bribe or non-compliance with clause 13 (Anti-Corruption and Anti-Bribery); or
 - 5.4.2 the level of service provided by the Consultant or any Personnel is not of the standard required;
 - 5.4.3 the Consultant breaches the terms of the licence to use the Brand granted by the University to it in clause 6;
 - 5.4.4 the University has evidence of gross misconduct by the Consultant and/or the Personnel, including but not limited to misrepresentation of the University or making false claims or statements;
 - 5.4.5 an encumbrancer takes possession or a receiver is appointed over any of the Consultant's property or assets;
 - 5.4.6 the Consultant makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - 5.4.7 the Consultant goes into liquidation;
 - 5.4.8 the Consultant or any of its directors, employees, officers, agents, affiliates, subsidiaries, permitted successors, assignees, transferees or the Personnel:
 - (i) offers, gives, agrees to give, facilitates or receives a Bribe;
 - (ii) acts in contravention of the University's Policies and the briefing at <https://www.shu.ac.uk/about-this-website/legal-information> as amended from time to time;
 - (iii) acts in contravention of the University's Policies on equality and diversity as published on the University's website at <https://www.shu.ac.uk/about-us/our-values/equality-and-diversity> as amended from time to time; and

- (iv) acts in contravention of the Law of the UK or international law, including for the avoidance of doubt, the UK BA and the UK Equality Act 2010, the Modern Slavery Act 2015, the Data Protection Act 2018 and any similar successor Laws, rules or regulations; or

5.4.9 any governmental or regulatory approval or licence required to deliver the Services in the Territory is modified or withdrawn.

5.5 Following termination of this Agreement:

5.5.1 each party shall pay to the other any outstanding instalment of monies owed as at the date of termination;

5.5.2 the Consultant shall cease to provide the Services with immediate effect;

5.5.3 the Consultant shall promptly deliver up to the University all material and information supplied by the University together with all work performed up to and including the termination date and any materials incorporating any Confidential Information of, or relating to, the University and all copies of the same and destroy or erase any Confidential Information of, or relating to the University contained in any materials prepared by or on behalf of the Consultant or recorded in any memory device and within seven (7) days after the termination date the Consultant shall certify in writing to the University that the Consultant has fully complied with these obligations;

5.5.4 the licence to use the Brand referred to in clause 6.1 shall cease and determine absolutely; and

5.5.5 subject to or as otherwise provided in this Agreement, and subject to any rights or obligations which have accrued prior to termination to either party, neither party shall have any further obligation to the other under the terms of this Agreement.

5.6 The obligations in clause 9 to maintain confidentiality and in clause 10 and the DPA (Annex 3) to protect the personal data of staff, students and alumni of the University shall survive termination or expiry of this Agreement.

6. TRADEMARKS AND LOGO LICENCE

6.1 The University hereby grants to the Consultant a revocable, non-exclusive and non-transferable license to use the Brand for the purposes of carrying out its obligations under, and subject to the terms and conditions of, this Agreement.

6.2 The Consultant is not authorised by this Agreement to place the Brand on any item unless and until the Consultant has received prior written approval from an authorised representative of the University.

- 6.3 The Consultant acknowledges and agrees that the University possesses the absolute and exclusive proprietary rights to its Brand and that the Brand shall remain the sole property of the University. The Consultant shall acquire no right, title or interest in and to the Brand, except the right to use the Brand in accordance with the terms of this Agreement. The Consultant shall not use any element of the Brand in any manner calculated to represent that the Consultant is the owner of the Brand.
- 6.4 The Consultant recognises the great value of the goodwill associated with the Brand and acknowledges that such goodwill belongs and shall inure exclusively to the University. The Consultant shall not, during the term of this Agreement and thereafter, dispute or contest directly or indirectly, the validity, ownership or enforceability of the Brand, directly or indirectly attempt to dilute the value of the goodwill attaching to the Brand, use the Brand in any way which would tend to allow it to become generic, lose its distinctiveness, be likely to mislead the public or be materially detrimental to or inconsistent with the good name, goodwill and reputation of the University or alter, modify, dilute or otherwise misuse the Brand or bring the Brand into disrepute, nor counsel, procure or assist anyone else to do any such acts.
- 6.5 The Consultant shall use all reasonable endeavours at all times to create, promote and retain goodwill in the Brand in relation to the delivery of the Services, provided that any goodwill derived from the use by the Consultant of the Brand shall accrue to and belong to the University, and, insofar as any such goodwill does not accrue (or is held not to have accrued) to the University, the Consultant shall hold it in trust for the University and shall, at the request of the University, execute such documents and give such assistance as the University may reasonably require to secure the vesting in the University of all such goodwill.
- 6.6 The Consultant shall not to use any other trade mark, service mark, trade name, logo, symbol or device in combination with the Brand without the prior written consent of the University. At the University's request, the Consultant shall remove from any advertisement, marketing material, product or product package bearing any element of the Brand and any element which the University, in the exercise of its sole discretion, believes will in any way harm the Brand or the reputation of the University.
- 6.7 The Consultant shall not at any time either during the continuation or after termination of this Agreement:
- 6.7.1 adopt or use in relation to its business generally any trade mark which the University reasonably considers to be confusingly similar to the Brand; or
 - 6.7.2 use the Brand or any word or logo confusingly similar to the Brand as or as part of its corporate or trading name, logo or domain name; or
 - 6.7.3 apply for, seek or obtain registration anywhere in the world of any trade mark identical to or confusingly similar to the Brand, in respect of the goods and/or services for which the Brand is currently registered or registration has been applied for or in respect of any other goods or services.
- 6.8 The Consultant must promptly notify the University if it becomes aware of:

- 6.8.1 any attack on the validity of any registration of the Brand;
- 6.8.2 any potential infringement of the Brand by third parties, including anything which may amount to passing off or an actionable act of unfair competition; and
- 6.8.3 any information that comes to the knowledge of the Consultant that use of the Brand may infringe the rights of any third party.

7. WARRANTY AND LIABILITY

7.1 The Consultant warrants and represents to the University that:

- 7.1.1 the Services provided by the Consultant will be suitable for the University's stated requirements as documented in this Agreement;
- 7.1.2 it has sufficient and appropriate resources to provide the Services to meet the requirements set out in this Agreement;
- 7.1.3 it will perform the Services using such reasonable skill and care as is to be expected from a consultant experienced in the provision of services of the size, type, scope and complexity of the Services;
- 7.1.4 it is insured for all liabilities specified in this Agreement and shall at all times during the continuance of this Agreement maintain adequate public liability insurance and shall promptly provide the University with a copy of written proof as and when requested by the University;
- 7.1.5 neither it nor any of its Personnel, employees, agents or sub-contractors engaged in the provision of the Services are in any way prohibited or otherwise restricted from providing the Services by any law or ruling of any body with binding authority in the Territory;
- 7.1.6 it has secured and will maintain until the expiry of the Term all necessary governmental authority approvals for the delivery of the Services in the Territory; and
- 7.1.7 it has read the University's briefing and reviewed the documents as described in clause 5.4.8.

7.2 In addition to any other remedy available to the University, the Consultant (except in respect of death or personal injury arising from the negligence of the University or in respect of fraudulent misrepresentation on the part of the University) irrevocably and unconditionally agrees to indemnify the University in full and on demand and keep the University so indemnified from and against all claims, demands, actions, and proceedings made or brought against the University and all damages, losses (including all consequential and indirect losses), incurred or suffered by the University directly or indirectly as a result in whole or in part from breach of this Agreement by and/or the negligence of the Consultant or the Personnel.

- 7.3 The University shall not be liable to the Consultant or the Personnel in contract, tort, negligence, breach of statutory duty or otherwise for loss of profit, use, anticipated savings, goodwill, reputation or opportunity, other economic loss or any other consequential or indirect loss or damage, costs or expenses incurred or suffered by the Consultant as a result of any breach by the University of the terms of this Agreement and/or any negligence by the University.
- 7.4 Subject to clause 7.3, except in the case of death or personal injury caused by negligence, fraudulent, misrepresentation or in other circumstances where liability may not be so limited under any applicable law, the total aggregate liability of the University to the Consultant whether arising in contract, tort, negligence, breach of statutory duty or otherwise for any loss or damage, costs or expenses arising under or in connection with this Agreement shall not exceed the sum of GB Pounds Sterling £100,000. If this limitation is adjudged to be unreasonable in the circumstances the limit of the University's liability shall be increased to the amount the University can recover from its insurer for direct loss.
- 7.5 For the purposes of clauses 7.3 and 7.4 any number of acts or omissions whether successive or concurrent which together result in or contribute to substantially the same loss or damage shall be treated as one act or omission.
- 7.6 The payments due under this Agreement have been negotiated and agreed on the basis that the University may limit its liability to the Consultant as set out in this Agreement and the Consultant confirms that it will itself bear or insure against any loss or type of loss in respect of which the University has excluded or limited its liability under this Agreement.
- 7.7 Except as set out in this Agreement, all warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, custom, trade or usage, course of dealings or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) in respect of any service to be provided by the University under this Agreement are hereby excluded to the fullest extent permitted by law.

8. INSURANCE

- 8.1 As part of meeting the obligation in clause 7.1.4, the Consultant will fully insure against the following potential liabilities: fire, theft or accidental damage to University property held by the Consultant; injury, death or other liabilities to the Consultant, Personnel or members of the public by actions of the Consultant or Personnel when on University business; and provide full travel insurance for Personnel while travelling on University business.

9. CONFIDENTIALITY

- 9.1 All data and other documents and information (other than promotional material) supplied by the University to the Consultant under this Agreement (**Supplied Material**) shall remain the property of the University and shall be treated as confidential.
- 9.2 The Consultant shall not during the term of this Agreement or thereafter use any Supplied Material or disclose any Supplied Material to any third party save to the extent as may be reasonably necessary for the fulfilment of the Consultant's duties and obligations under this Agreement.

9.3 The Consultant's obligations under clause 9.2 shall cease to apply to:

- 9.3.1 any Supplied Material which becomes available to the public generally other than through a breach of this clause;
- 9.3.2 any information which the Consultant can prove was lawfully known to the Consultant at the time of receipt from the University and not subject to any existing obligations of confidentiality;
- 9.3.3 information that was lawfully received from a third party without restriction or breach of any obligation of confidentiality; and
- 9.3.4 any disclosure of Supplied Material pursuant to a judicial or other lawful government order.

10. PARTY DATA PROTECTION

10.1 The parties' obligations in relation to the sharing and processing of personal data are set out in the DPA in Annex 3.

11. FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR)

11.1 The Consultant acknowledges the University may be subject to the requirements under the FOIA and EIR and shall assist and cooperate with the University to enable the University to comply with any disclosure requirements.

11.2 Notwithstanding the generality of clause 11.1 the Consultant shall provide the University within five (5) Working Days of receipt of a request for assistance from the University with such information in the Consultant to permit the University to comply with its obligations under the FOIA or EIR.

11.3 As part of its duties under the FOIA and EIR, the University may be required to disclose information forming part of this Agreement to anyone who makes a request. Should the Consultant believe information supplied pursuant to this Agreement should not be disclosed in response to a request for information under the FOIA or EIR, the Consultant should identify the information supplied that is confidential or commercially sensitive and the reason why it is considers the information to be confidential or commercially sensitive.

11.4 Before releasing any information in response to a FOIA or EIR request, the University will consult with the Consultant and have regard to the Consultant's comments or objections. However, the Consultant hereby acknowledges that it is the University's responsibility to decide whether or not an exemption under the FOIA or EIR applies.

12. EQUALITY AND HUMAN RIGHTS

- 12.1 Each party shall not, and shall use reasonable endeavours to ensure that its employees, Personnel, contractors and agents shall not, discriminate directly or indirectly against any person on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief (or lack of religion/belief), sex or sexual orientation.
- 12.2 The Consultant shall:
- 12.2.1 act in a manner that is consistent with the University's Policy on equality and diversity as amended from time to time; and
- 12.2.2 support the University in fulfilling its Public Sector Equality Duty under section 149 of the Equality Act 2010.

13. ANTI-CORRUPTION AND ANTI-BRIBERY

- 13.1 Neither party shall:
- 13.1.1 offer or agree to give any person working for or engaged by the other party any gift or other consideration which could act as an inducement or a reward for any act or failure to act connected to this Contract, or any other agreement between the parties; or
- 13.1.2 enter into this Agreement if it has knowledge that, in connection with this Agreement, any money has been, or will be, paid by or for itself to any person working for or engaged by the other party, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the other party before execution of this Agreement.
- 13.2 Without prejudice to clause 13.1 of this Agreement:
- 13.2.1 each party shall:
- (i) comply with the BA and the CFA and all other applicable laws, regulations, codes and sanctions relating to fraud, anti-bribery and anti-corruption; and
- (ii) maintain in place adequate procedures (as referred to in section 7(2) of the BA and any guidance issued by the Secretary of State under Section 9 of the BA) designed to prevent any associated person from undertaking any conduct that would give rise to an offence under section 7 of the BA;
- 13.2.2 neither party shall engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the BA (whether such act was committed in the UK or not);
- 13.2.3 the Consultant shall comply with all of the University's ethics, anti-bribery and anti- corruption Policies in force from time to time;

- 13.2.4 the Consultant shall promptly report to the University any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this Agreement;
- 13.2.5 the Consultant shall not engage in any activity, practice or conduct which would constitute either:
 - (i) a UK tax evasion facilitation offence under section 45(1) of the CFA; or
 - (ii) a foreign tax evasion facilitation offence under section 46(1) of the CFA;
- 13.2.6 the Consultant shall 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 CFA 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;
- 13.2.7 the Consultant shall ensure that all persons associated with the Consultant or other persons who are performing services in connection with this Agreement comply with this clause 13 and
- 13.2.8 the Consultant shall provide such supporting evidence of compliance with this clause 13 as the University may reasonably request.
- 13.3 If any breach by either party (or by anyone employed by it or acting on its behalf) of clauses 13.1 or 13.2 of this Agreement is suspected or known, that party must notify the other party immediately and must respond promptly to the other party's enquiries and co-operate with any investigation.
- 13.4 Any breach of this clause 13 by either party or by anyone employed by it or acting on its behalf shall entitle the other party to terminate this Agreement forthwith.

14. MODERN SLAVERY AND HUMAN TRAFFICKING

- 14.1 The Consultant shall:
 - 14.1.1 ensure that slavery and human trafficking is not taking place in any part of its business;
 - 14.1.2 implement appropriate due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
 - 14.1.3 ensure that it and each of its suppliers and sub-contractors shall comply with the University's Policies on slavery and human trafficking including the University's modern slavery and human trafficking statement as updated from time to time;

- 14.1.4 respond promptly to all slavery and human trafficking due diligence questionnaires issued to it by the University from time to time and ensure that its responses to all such questionnaires are complete and accurate; and
- 14.1.5 notify the University as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Agreement.
- 14.2 If any breach by the Consultant (or by anyone employed by it or acting on its behalf) of any part of this clause is suspected or known, the Consultant must notify the University immediately and must respond promptly to the University's enquiries and co-operate with any investigation.
- 14.3 In complying with clauses 14.1 and 14.2, the Consultant shall take appropriate account of any guidance or codes of practice issued by the relevant government department concerning the Modern Slavery Act 2015.

15. COUNTER TERRORISM AND SECURITY ACT 2015

- 15.1 The Consultant acknowledges that the University is subject to certain duties under sections 26, 31 and 38 of the CTSA.
- 15.2 The Consultant shall act in a manner that is consistent with the University's Policies on counter terrorism, freedom of speech and academic freedom, including where applicable its Regulations for use of IT Facilities and Learning Resources, its Information Security Policy and Electronic Information Security Framework (EISF), and its Code of Practice relating to freedom of speech and activities, events and meetings, all as amended from time to time.
- 15.3 The Consultant will, upon request, provide the University with copies of its policies and procedures, particularly those relating to counter terrorism, freedom of speech and academic freedom, and IT acceptable use, and will act upon any guidance given or request made by the University, arising out of the duties in clause 15.1 of this Agreement, on amendments to any policy.
- 15.4 If the Consultant fails to act upon any guidance given or request made by the University in connection with the policies referred to in clause 15.3 of this Agreement within three (3) months of the date of such guidance or request the University may terminate this Agreement by notice in writing with immediate effect.
- 15.5 The Consultant shall on request provide the University with all assistance and information as the University may reasonably request to enable it to comply with its obligations under the CTSA.

16. CONFLICT OF INTEREST

- 16.1 The Consultant shall take appropriate steps to ensure that neither the Consultant nor any Personnel are placed in the position where, in the reasonable opinion of the University, there is or may be an actual or potential conflict between the financial or personal interests of the Consultant or the Personnel and the duties owed to the University under the Contract. The Consultant shall promptly notify and provide full details to the University of any conflict of interest or potential conflict of interests which exists or may arise.
- 16.2 The University reserves the right to terminate this Contract immediately by notice in writing to the Consultant and/or to take such other steps it deems necessary where, in the reasonable opinion of the University, there is or may be an actual conflict of interest, or a potential conflict of interest and this has not been remedied by the Consultant to the University's satisfaction.

17. STATUS

- 17.1 This Agreement is for the provision of services and is not an agreement of employment or partnership. Accordingly, the Consultant shall be fully responsible for obligations in respect of all income tax and statutory deductions required in the Territory for the Consultant and the Personnel and any other liability, assessment or claim whatsoever.
- 17.2 The Consultant shall be fully responsible for all legal and tax compliance in the Territory.
- 17.3 The Consultant hereby acknowledges and confirms that the University is responsible for all aspects of the Admissions process and has sole discretion in determining whether or not to offer a place at the University to an Applicant.
- 17.4 The Parties agree that at the commencement of the provision of the Services by the Consultant, TUPE shall not apply so as to transfer the employment of any employees of the University or a Former Consultant to the Consultant.

18. REVIEW

- 18.1 By no later than 31 March and 30 November in each Academic Year of this Agreement, the University Manager (or his designated appointee) and the Consultant shall meet to carry out a review of the provision of the Services. The University shall specify the time, date and location of such Review(s) by notice to the Consultant, to be given at least fourteen (14) days prior to such date.
- 18.2 At the Review(s), the parties shall consider any variations to this Agreement applicable to the next Academic Year, covering, but not limited to variations to:
 - 18.2.1 the revised Expenses Budget; and
 - 18.2.2 the Services to be provided by the Consultant.
- 18.3 Any variations discussed at the Review(s) (including but not limited to setting the budgets for the next Academic Year) shall only take effect in accordance with the terms set out in any letter of variation of this Agreement sent by the Authorised Officer (or his nominee) on behalf of the University to the Consultant after the Review(s).

- 18.4 In each Academic Year the University shall undertake an Annual Quality Review. The University shall specify the time, date and location of such review by notice to the Consultant, to be given at least fourteen (14) days prior to such date.

19. NOTICES

- 19.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other may be given by hand or sent (by first class prepaid tracked post where sent inland or prepaid air-mail or courier where sent overseas) to the other party at the address given in this Agreement or otherwise notified to the other party.
- 19.2 A notice required to be given under this Agreement shall be validly given if sent by email. An email shall be effective when sent in legible form but only if, following transmission, the sender does not receive a non-delivery message.
- 19.3 Any notice or other information given by post pursuant to clause 19.1 which is not returned to the sender as undelivered shall be deemed to have been given, where sent by post, five (5) days after the envelope containing the same was so posted and proof that the envelope containing any such notice or information was properly addressed pre-paid first class tracked and posted and that it has not been so returned to the sender shall be sufficient evidence that such notice or information has been duly given. A notice sent by email pursuant to clause 19.2 shall be deemed to have been given on the day of transmission, where the time of transmission is during a Working Day for the recipient, or where the time of transmission is not during a Working Day, the next Working Day.
- 19.4 The University's representative for the purpose of receiving notices shall until further notice be:

The University Secretary, Sheffield Hallam University, City Campus, Howard Street, Sheffield S1 1WB

Email: SHULegal@shu.ac.uk

With a copy to:

James Richardson, Director of Global Engagement, Sheffield Hallam University, City Campus, Howard Street, Sheffield S1 1WB

Email: james.richardson@shu.ac.uk

- 19.5 The Contracting Party's representative for the purpose of receiving notices shall until further notice be:

Rubeena Hoodbhoy, Chief Executive, RMT Enterprise, 46 Badri Building, I.I. Chundrigar Road, Karachi-74000, Pakistan

Email: rmt@cyber.net.pk

- 19.6 This clause does not apply to the service of proceedings or other documents in any legal action. Instead, documents used in court proceedings should be served in hard copy on a Party's principal office which for these purposes is the Party's address as stated at the beginning of this Agreement. For the University, service of proceedings should be marked for the attention of the University Secretary.

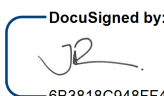
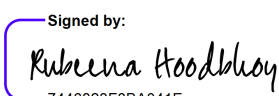
20. GENERAL

- 20.1 This Agreement is personal to the Consultant which may not without the prior written consent of the University assign, mortgage, charge or dispose of any of its rights hereunder or subcontract or otherwise delegate any of its obligations hereunder provided that in the event that the University consents to the appointment by the Consultant of a sub-Consultant hereunder:
- 20.1.1 the Consultant shall procure that the sub-Consultant enters into a collateral agreement with the University (which shall include an obligation upon the sub-Consultant to comply with the obligations of the Consultant in this Agreement); or
- 20.1.2 the Consultant shall assume responsibility for the acts and omissions of any duly appointed sub-Consultant as if they were the acts or omissions of the Consultant.
- 20.2 This Agreement and its Annexures and Schedules constitute the entire agreement between the parties hereto and supersede all negotiations, representations or agreements either written or oral preceding the Agreement.
- 20.3 In the event that any dispute arises between the parties hereto, the parties shall discuss in good faith a resolution of the dispute. If the parties cannot reach a satisfactory resolution within thirty (30) days after commencing discussions the matter will be referred to mediation in accordance with the model procedure of the Centre for Effective Dispute Resolution, London ("CEDR") such mediation to be completed within thirty (30) days of signature of the CEDR Mediation Agreement.
- 20.4 This Agreement may only be amended in writing signed by duly authorised representatives of the parties.
- 20.5 No party shall act or describe itself as the agent of any other, nor shall it make any commitments on any other's behalf, except as authorised by this Agreement. Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the parties.
- 20.6 If a party does not enforce a right available to it under this Agreement in any particular instance, then that will not prevent it from enforcing that right in future or in any other instance

- 20.7 If any provision or part of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion of a provision shall not affect the validity and enforceability of the rest of this Agreement.
- 20.8 No party shall assign or transfer or materially subcontract any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 20.9 Nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement.
- 20.10 This Agreement may be entered into in a number of counter-parts all of which taken together shall constitute one and the same agreement.
- 20.11 This Agreement is governed by English Law. The parties hereby submit to the exclusive jurisdiction of the English Courts.

SIGNATORIES:

Authorised to sign for and on behalf of:

SHEFFIELD HALLAM UNIVERSITY HIGHER EDUCATION CORPORATION	RMT ENTERPRISES LIMITED
Name: James Richardson	Name: Rubeena Hoodbhoy
Position: Director of Global Engagement	Position: Chief Executive
Address: City Campus, Howard Street, Sheffield, S1 1WB	Address: 46 Badri Building, I.I. Chundrigar Raid, Karachi-74000, Pakistan
Signature:  DocuSigned by: 6B3818C948FF486...	Signature:  Signed by: 7446023F8BA041E...
Date: 30/7/2025	Date: 29/7/2025

ANNEX 1 – THE SERVICES

This Annex to the Consultancy Agreement between the University and the Consultant sets out the services to be provided within the scope of this Agreement.

1. THE SERVICES

1.1 The Consultant shall:

- 1.1.1 employ sufficient Personnel to represent the University and carry out the Services in the Territory;
- 1.1.2 provide the necessary infrastructure and equipment for the Pakistan Office out of the Expenses Budget;
- 1.1.3 provide the Services in such a way as to minimise the visa refusal rate for applicants from the Territory and keep it below any thresholds notified to the Consultant by the University from time to time;
- 1.1.4 explore and recommend opportunities for the University in the Territory in accordance with the University's international strategy, and support development of the same in the UK and in the Territory;
- 1.1.5 engage the services of reputable and suitably qualified local legal, accounting and administrative support services as required to support the Pakistan Office in accordance with the terms of this Agreement;
- 1.1.6 engage with the University's planning cycle including, but not limited to, production of an annual operating plan (the **Annual Operating Plan**) and objective setting;
- 1.1.7 help develop and implement a strategy to raise the profile of the Pakistan Office within the University; including direct liaison with University named faculty regional leads;
- 1.1.8 provide initial screening/assessment of potential inter-institutional partners for recruitment purposes for the University in the Territory;
- 1.1.9 provide timely market intelligence updates to the University Manager on the general position in the market, including details of any potential opportunities, to support University development in the Territory;
- 1.1.10 produce timely reports of the marketing and recruitment activities that have taken place in the Territory to the University Manager;
- 1.1.11 engage, manage, supervise and work with the Personnel and liaise with University staff to deliver the following services:
 - (i) Generating Office-Generated Applicants;

- (ii) Providing Assistance to Direct Applicants;
 - (iii) Building and maintaining relationships in the Territory (including but not limited to Northern Consortium UK (**NCUK**), British Council, UK Visas and Immigration (**UKVI**) and the Higher Education Council) to support the University's international strategy;
 - (iv) Supporting any University alumni focussed work which might take place in the Territory;
 - (v) Participation in agreed activities, including but not limited to supporting NCUK students, and the University's ambassador marketing programme.
- 1.1.12 build effective working relationships with Personnel in the Territory and other teams from the University, as well as develop professional networks with contacts in other overseas offices based in the Territory;
- 1.1.13 where applicable, and at the specific request of the University, support logistics and planning for University staff visits to the Territory in liaison with the British Council;
- 1.1.14 provide the following services to the Personnel:
- (i) product training;
 - (ii) internal process and compliance training;
 - (iii) information dissemination;
 - (iv) application process training and familiarisation;
 - (v) facilitating Conversion of enquiries to Applicants and Applicants to Enrolled Students through close working relationships with the University's Directorate of Recruitment, Communications and Marketing;
 - (vi) Marketing support for marketing campaigns; and
 - (vii) Attending events and exhibitions to provide accurate information and advice about opportunities at the University;
- 1.1.15 provide the following services to the Applicants:
- (i) product information;
 - (ii) information dissemination;
 - (iii) application process familiarisation;

- (iv) application processing support (including document and entry requirement checks, face to face interviews, visa interview preparation) from enquiry to Enrolment;
 - (v) pre-departure advice; and
 - (vi) providing visa support and guidance in line with UKVI and University regulations.
- 1.1.16 produce and send timely Activity Reports to the University Manager by the dates agreed with the University Manager.
- 1.1.17 twice a year, submit to the University a Bi-annual Return; and
- 1.1.18 provide any other service reasonably required by the University to support the Pakistan Office.
- 1.2 When notifying the University of Office-Generated Applicants in accordance with the terms of this Agreement, the Consultant shall process such applications with the University's admissions staff using office contact details, as appropriate to support the coding of such applicants so as to clearly define the origin of their application.

2. THE CONSULTANT'S OBLIGATIONS

The Consultant shall:

- 2.1 at all times functionally report to the University Manager;
- 2.2 advise the University promptly of any changes to the Personnel, accommodation or contacts connected with the delivery of the Services;
- 2.3 set up and maintain in place an Expenses Account; and
- 2.4 participate in the Annual Quality Review.

3. THE UNIVERSITY'S OBLIGATIONS

The University shall:

- 3.1 provide the Consultant with reference copies of the University's Prospectus and Course literature, as well as regular updates of information about the University and its Courses, in electronic format;
- 3.2 act promptly in response to enquiries, applications and requests for promotional material from the Consultant and Applicants;
- 3.3 aim to respond to Applicants within ten (10) Working Days of receipt of the completed application form and to all other related communications within five (5) Working Days of receipt of the communication;

- 3.4 liaise with the Personnel to provide briefings on new Courses and developments and notify the Consultant promptly of changes to Courses and Tuition Fees as and when they occur;
- 3.5 as appropriate, facilitate incoming visits by the Personnel, including the provision of suitable programmes of academic briefings and tours of facilities;
- 3.6 provide updated information to the Consultant from time to time on the operation of the Deposits scheme including the amount of Deposit payable by Applicants;
- 3.7 provide support and assistance to the Consultant to enable it and the Personnel to carry out the Services; and
- 3.8 take steps to build an effective working relationship with the Consultant to further the aims of the University in the Territory.

ANNEX 2 – FINANCIAL ARRANGEMENTS

This Annex to the Consultancy Agreement between the University and the Consultant sets out the financial framework and arrangements within the scope of this Agreement.

1. EXPENSES

- 1.1 Approved Expenses will be payable in two (2) instalments in advance to the Consultant by the University.
- 1.2 The Expenses Budget covers:
 - 1.2.1 direct expenditure on advertisements to recruit Personnel;
 - 1.2.2 salaries for Personnel;
 - 1.2.3 the Personnel's occupation and use of fully furnished, branded and equipped office space at a prime location of the Consultant in Lahore and facilities, including maintenance of the office, all taxes, electricity and water bills, insurance, and similar overheads;
 - 1.2.4 agreed domestic travel and subsistence expenses for relevant Personnel;
 - 1.2.5 land and mobile phone rental for the Personnel;
 - 1.2.6 all local postage and courier expenses and international couriers to University and communication expenses;
 - 1.2.7 access by Personnel to communication facilities including broad band connectivity to be available to the Personnel during local hours and outside hours those periods that coincide with University office hours 08:45 - 17:15 (GMT) Monday – Friday;
 - 1.2.8 consumables and stationery including letter heads and business cards for Personnel;
 - 1.2.9 one visit of three (3) days per year by the Personnel to the UK.
- 1.3 The University reserves the right to adjust payments to ensure that the Expenses stay within the Expenses Budget, except where additional expenditure has been agreed in writing by the University in advance.
- 1.4 The advanced Expenses should be administered from the Expenses Account. The University will pay the Expenses bi-annually and in advance into the Expenses Account.
- 1.5 The Consultant shall invoice the University for the Expenses for the first half of each Academic Year on 1 August and shall invoice for the second instalment of the Expenses by 1 January.

- 1.6 The University will pay each half year's approved Expenses within thirty (30) days of receipt of the relevant invoice.
- 1.7 The Expenses Budget for 2025/26 is set out at Schedule 1 to this Annex 2. The Expenses Budget for any subsequent years shall be agreed at the Annual Quality Review.

2. AUDIT

- 2.1 The University reserves the right to conduct an audit of the Consultant's arrangements for accounting for all payments made under this Agreement, such audit to be conducted by its own staff or professional auditors retained by the University and for this purpose the Consultant hereby irrevocably licenses the University to enter into any premises of the Consultant upon at least fourteen (14) days written notice during normal working hours.

3. TAX AND OTHER DUTIES

- 3.1 All payments to be made by the University to the Consultant under the terms of this Agreement, whether in respect of the Expenses or otherwise, shall be deemed to be inclusive of value added tax or any similar tax, duty or imposts properly chargeable either by the UK or any other governmental authority (whether or not in the Territory) in relation to such payments, except where specifically stated otherwise.
- 3.2 All agreed fees and other payments to the University are net of withholding and other taxes/duties. Where such taxes/duties are payable, the agreed fee and/or other payments shall be grossed up accordingly.
- 3.3 All agreed fees to the Consultant, its parent company, subsidiaries, associates and contractors (as applicable), are paid gross. Where the University is required by law to deduct tax any such payment will be net of tax and a certificate showing the amount of tax deducted will be provided for the Consultant.

SCHEDULE 1 TO ANNEX 2

EXPENSES BUDGET SCHEDULE

Operating budget for the Expenses for the period 1 August 2025 to 31 July 2026 in GB Pounds Sterling

Expenses Category	Expenses Amount
Staff salaries	12,000
Rent/utilities	8,600
Recruitment (including events)	5,000
Local travel	2,000
UK visit	1,500
Misc/stationary/office costs/printing	1,000
Insurance	1,000
Total	31,000