



**LEEDS
BECKETT
UNIVERSITY**

**CONDITIONS OF CONTRACT
FOR THE
PURCHASE OF GOODS AND
SERVICES**

CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES

1. **INTERPRETATION**

In these Conditions:-

- 1.1 **"Applicable Law"** means all applicable laws, statutes and regulations from time to time in force relevant to the Services and/or Goods to be provided by the Supplier under these Conditions.
- 1.2 **"Best Industry Practice"** means all relevant practices and professional standards that would be expected of a well managed expert supplier performing services substantially similar to the Services (taking into account factors such as the service levels, term and pricing), to customers of the same nature and size as the University.
- 1.3 **"Conditions"** means these terms and conditions set out in this document for the purchase of Goods or Services.
- 1.4 **"Confidential Information"** means any oral or written information (whether of a technical, operational, administrative, financial, business or intellectual property nature or otherwise), relating to the University, its business, trade secrets, operations or processes, or concerning its organisation, business, finances, transactions, or its suppliers and customers.
- 1.5 **"Contract"** means each individual agreement concluded between the University and the Supplier for the supply of Goods and/or Services which, however made, shall be deemed to be made subject to these Conditions.
- 1.6 **"Contract Header"** means the document attached at Schedule [x] of the Contract which provides a summary of the Goods and/or Services to be provided by the Supplier to the University.
- 1.7 **"Contract Price"** means (1) the price for Goods set out in the Contract or if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence or (2) the Fee.
- 1.8 **"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer"** take the meaning given in the GDPR.
- 1.9 **"Data Loss Event"** means any event that results, or may result, in unauthorised or unlawful access to or processing of Personal Data and/or actual or potential accidental or unlawful loss, destruction, alteration, damage, unauthorised disclosure of or access to Personal Data held by the Supplier under the Contract, and/or destruction of Personal Data in breach of the Contract including any Personal Data Breach.
- 1.10 **"Data Protection Impact Assessment"** means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
- 1.11 **"Data Protection Legislation"** means (A) the GDPR, the LED and any applicable national implementing laws as amended from time to time (B) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (C) all Applicable Law about the processing of personal data and privacy including but not limited to (i) any laws that replace, extend, re-enact, consolidate or amend any of the relevant data protection laws (ii) all guidance, guidelines, codes of practice and codes of conduct issued by any regulator, authority or body responsible for administering the

Data Protection Legislation and (iii) the Privacy of Electronic Communications Act Regulations 2003 (PECR).

- 1.12 **"Data Subject Access Request"** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
- 1.13 **"Deliverables"** means the Goods and/or the Services.
- 1.14 **"DPA 2018"** means Data Protection Act 2018.
- 1.15 **"Fee"** means the fee for the Services payable to the Supplier by the University under the Contract for the full and proper performance by the Supplier of its obligations as determined under the provisions of the Contract.
- 1.16 **"Goods"** means all or any part of the goods, materials, articles or services (including all specifications, patterns, samples, plans, drawings and other documentation which are referred to therein) which the Supplier is required under the Contract to supply.
- 1.17 **"GDPR"** means the General Data Protection Regulation (*Regulation (EU) 2016/679*.)
- 1.18 **"Intellectual Property"** means patents (including rights in, and/or to, inventions); trade marks, service marks, trade names and business names (in each case including rights in goodwill attached thereto); design rights; rights in and/or to internet domain names and website addresses; semi-conductor topography rights; copyright (including future copyright); database rights; rights in and to confidential information (including know how and trade secrets); and all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered) and (i) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction, whether vested, contingent or future and (ii) any similar or analogous rights to any of these rights, whether arising or granted under the laws of England & Wales or in any other jurisdiction.
- 1.19 **"LED"** means a Law Enforcement Directive (*Directive (EU) 2016/680*).
- 1.20 **"Personnel"** means any individual, company or other legal entity, engaged or employed by the Supplier (either directly or through an agency) to be involved with the supply of Goods and/or Services under these Conditions, including but not limited to temporary workers.
- 1.21 **"Protective Measures"** means appropriate technical and organisational measures in accordance with the Data Protection Legislation which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 such measures adopted by it.
- 1.22 **"Services"** means all or any part of the services which the Supplier is required under a Contract to perform.
- 1.23 **"Sub-processor"** means any third party appointed to process Personal Data on behalf of the Supplier related to these Conditions.
- 1.24 **"Supplier"** means the organisation, company or person who under the Contract undertakes to supply the Goods and/or Services to the University.

- 1.25 **"Term"** means the period as specified within the Contract.
- 1.26 **"University"** means Leeds Beckett University.
- 1.27 References to clauses are unless otherwise stated to clauses of these Conditions.
- 1.28 References in these Conditions to statutory provisions shall be construed as references to those provisions as respectively replaced or amended or re-enacted from time to time.
- 1.29 Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporate.
- 1.30 The headings to the clauses are for convenience only and have no legal effect.
- 1.31 The Contract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and arrangements between them, and representations by them, whether oral or written, which relate to the subject matter of the Contract.
- 1.32 The rights and remedies conferred on the parties for breach of these Conditions are in addition to the other rights and remedies otherwise available to them. No failure to exercise (in whole or in part), and no reasonable delay in exercising, any right in relation to these Conditions shall operate as a waiver of any such right relating to these Conditions.
- 1.33 No variation of any provision of these Conditions shall be effective unless it is in writing, refers specifically to these Conditions and is duly executed by each party.
- 1.34 A person who is not a party to these Conditions (a "**third party**") shall have no rights pursuant to these Conditions (Rights of Third Parties) Act 1999 (the "**Act**") to enforce any term of these Conditions. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

2 APPLICATION OF THESE CONDITIONS

- 2.1 All Goods and Services supplied to the University are made subject to these Conditions which shall be the sole terms and conditions of any purchases by the University from the Supplier to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. For the avoidance of doubt, terms and conditions on the Supplier's acceptance of the University's standard purchase order form, the Supplier's invoice or other documents provided by the Supplier shall not be binding on the University.
- 2.2 The Supplier will ensure that the prices, quantities and delivery times and all drawings, photographs, illustrations, performance data, dimensions, weights and other technical information and particulars of the Goods or Services given by the Supplier are accurate and as stated in any quotations.
- 2.3 No amendment or addition to the Contract or these Conditions shall be deemed to have been accepted unless accepted in writing by a duly authorised representative of our University.

3 APPOINTMENT AND TERM

- 3.1 The University hereby appoints the Supplier and the Supplier hereby agrees to act as Supplier to the University to supply the Deliverables.
- 3.2 The said appointment shall commence on the date specified within the Contract and shall continue subject as hereinafter mentioned for the Term.
- 3.3 The Supplier hereby warrants and represents to the University that he will not be in breach of any contractual obligation binding on him by reason of his entering into the Contract or of performing his duties hereunder or of entering into any other agreements or arrangements made or proposed to be made between the University and the Supplier.

4 SCOPE OF THE APPOINTMENT

- 4.1 The provisions of this clause 4 shall only apply to the supply of Services to the University.
- 4.2 While the Supplier's method of work is his own, during the continuance of his appointment hereunder the Supplier shall to the best of his ability provide such services, exercise and carry out such powers and functions, observe all such directions and restrictions as the University may lawfully give or impose on him and comply with all reasonable requests of the University within the scope of his work save that nothing in this clause is intended to imply that the Supplier is under the control of the University and this clause is therefore restricted to the induction process and/or to any statutory requirements that require the University and the Supplier to act in a particular way.
- 4.3 The Supplier shall keep the University informed of the progress and status of the Services, if requested, by the provision of regular written reports.
- 4.4 The Supplier shall work and co-operate with the University's personnel and with any other suppliers who may be appointed for whatever purpose by the University.
- 4.5 Subject to the provisions of clause 11 and 12, the Supplier shall not be precluded from providing his services in a similar or other capacity to any other firm or company provided that such services do not interfere with his obligations under the Contract. The Supplier shall ensure that during the Term no conflict of interest shall exist or arise in the performance of its obligations under the Contract in connection with any other services which it provides to any other firm or company. In the event that such conflict arises during the Term, the Supplier must cease work under the relevant contract and inform the University immediately.
- 4.6 The Supplier warrants that he has the necessary knowledge and expertise to perform the Services and that he will perform his obligations hereunder using a high degree of skill and care and in a timely and professional manner.
- 4.7 The University and the Supplier shall use their best endeavours to schedule work to be performed under the Contract to the best convenience of both parties.
- 4.8 Subject to clause 4.9, the Supplier agrees that the Services shall be performed by the Personnel identified in the Schedule. No changes in Personnel shall be made without the University's prior approval in writing.

- 4.9 Subject to clause 4.7 if any of the Personnel shall be prevented by illness or injury from performing the Services the Supplier shall report that fact forthwith to the University and shall keep the University informed of its expected duration. If the absence through illness or injury continues for more than three consecutive days the Supplier shall, at the Supplier's expense, offer to provide the University with a replacement for the period of absence. The University shall accept any replacement under these clauses 4.8 and 4.9, provided that all replacements shall have similar skills, meet all the necessary criteria and experience to the Personnel temporarily replaced.
- 4.10 The Supplier agrees that all Personnel performing the Services for the University shall either be the Supplier personally or his employees and that under the contract of employment of each any intellectual property rights arising out of or relating to work done by that person for the Supplier will vest in the Supplier and that employees will have no title, right or interest whether legal or beneficial in any such intellectual property rights.
- 4.11 The Supplier shall keep detailed records of all things done by him in relation to the provision of the Services and at the University's request shall make them available for inspection and/or provide copies to the University.
- 4.12 The Supplier shall comply with all Applicable Laws including, but not limited to, the National Minimum Wage Act 1998, and Regulations issued pursuant to that Act.
- 4.13 The Supplier shall:
- (a) not discriminate against, victimise or harass any person on the grounds of race, nationality, ethnic origin, religion, gender, sexual orientation, disability or age, and so far as possible shall comply with any code of practice issued pursuant to any statutory provision making any of the foregoing unlawful;
 - (b) inform the University as soon as possible after he becomes aware of any investigation of, or proceedings brought against, the Supplier involving allegations of any of the matters set out in (a) above;
 - (c) indemnify the University against any liability the University may incur as a result of the Supplier's breach of this clause 4.13; and
 - (d) impose obligations on any subcontractor used by the Supplier to perform the Services in substantially the same terms as set out in this clause 4.13.

5 DELIVERY

- 5.1 The provisions of this clause 5 shall only apply to supply of Goods to the University.
- 5.2 The date and address for the delivery of the Goods shall be specified in the Contract. If no date for delivery is specified therein, delivery shall be made within 28 days of receipt by the Supplier of the relevant purchase order from the University. And in the absence of any express instruction to the contrary in the Contract delivery shall take place at the address stated in the Contract and during our University's normal business hours, or as instructed by our University.
- 5.3 The time of delivery shall be of the essence and the Supplier shall be liable to the University for any loss or damage (whether direct, indirect, or consequential) suffered or incurred by the University as a result of the Supplier's failure to deliver the Goods (in whole or in part) on the due date of delivery. Such failure by the Supplier shall entitle the University at its option to:

- (a) terminate the Contract;
- (b) reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- (c) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make; and
- (d) recover from the Supplier any costs incurred by the University in obtaining substitute goods from a third party.

The University shall be entitled to exercise its right at any time notwithstanding that it has acquiesced in any delay unless a written extension of time has been given to the Supplier by the University and the time of any extension has not elapsed.

5.4 Failure by the University to exercise its right under clause 5.3 in respect of any part of an order shall not be deemed to constitute a waiver with respect to any subsequent part of that order and any failure, delay or omission by the University to exercise such right will not prevent any future exercise of that right or remedy.

5.5 Delivery will be made by the method specified in the Contract and the University shall not be obliged to accept delivery in instalments.

5.6 If the Supplier:

- (a) delivers less than 95% of the quantity of Goods ordered, the University may reject the Goods; or
- (b) delivers more than 105% of the quantity of Goods ordered, the University may at its discretion reject the Goods or the excess Goods,

and any rejected Goods or rejected excess Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of the Goods ordered, and the University accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

5.7 The Supplier will package and protect the Goods with appropriate non-returnable packaging so as to avoid damage, destruction or theft in transit.

5.8 Where the University has an option to return packaging and does so, the University will return such packaging empty in good order and condition (consigned "carriage paid" unless otherwise agreed) to the Supplier's supplying works or depot indicated by the Supplier, and will advise the Supplier of the date of despatch.

6 SERVICE LEVELS AND SERVICE CREDITS

6.1 The provisions of this clause 6 shall only apply to the supply of Services to the University.

6.2 Depending on the type of Services to be supplied by the Supplier under a Contract, the University may request that the Services to be delivered by the Supplier meet a specific level of performance (a **Service Level**). Failure to meet the Service Levels by the Supplier will entitle the University to a monetary amount as compensation (a **Service Credit**).

6.3 Details of any Service Levels and Service Credits shall be covered in:

- (a) the Contract; or
- (b) a separate service level agreement between the parties.

7 TITLE AND RISK

- 7.1 The provisions of this clause 7 shall only apply to supply of Goods to the University.
- 7.2 Title and risk in the Goods shall pass to the University on completion of delivery.
- 7.3 All tools, equipment and materials of the Supplier required in the performance of the Supplier's obligations under the Contract shall be and remain at the sole risk of the Supplier whether or not they are upon premises of the University or other premises specified in the Contract.

8 REMUNERATION

- 8.1 In consideration of the Deliverables, the University shall pay the Contract Price to the Supplier.
- 8.2 The Contract Price shall be "net", that is after deduction of all agreed discounts. It shall include the cost of packaging, packing materials, addressing, labelling, loading, delivery, insurance and any duties and taxes (except Value Added Tax, where applicable) to the addresses named in the Contract. The amount of any Value Added Tax (together with the Supplier's registration number) and any early settlement discounts shall be shown separately in the Contract.
- 8.3 The Contract Price shall accrue on a day to day basis and be payable on the later of (1) completion of the Services or when the Deliverables are completed to the satisfaction of the University or (2) 30 days from when an invoice is received by the University and the University has determined that the invoice is valid and undisputed provided that:
 - (a) the Deliverables have not subsequently been rejected in accordance with the Contract;
 - (b) the University's purchase order number being quoted on the Supplier's invoices and delivery documents; and,
 - (c) an invoice bearing the date and price being received at the University's address printed on the purchase order.
- 8.4 No variation in the Contract Price or the method of payment specified in the Contract will be accepted without the prior written approval of the University.
- 8.5 Whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier, the University may deduct the same from any sum then due, or which at any time thereafter may become due, to the Supplier under the Contract or under any other contract with the University.
- 8.6 The Supplier shall be responsible for all out-of-pocket expenses properly incurred by him in the performance of the Services and of his responsibilities under the Contract.
- 8.7 If a party fails to make any payment due to the other under the Contract by the due date for payment (due date), then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of

actual payment of the overdue amount, whether before or after judgement. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

- 8.8 Payment by the University of the Contract Price shall be without prejudice to any claims or rights which the University may have against the Supplier and shall not constitute any admission by the University as to the performance by the Supplier of its obligations hereunder. Prior to making any such payment the University shall be entitled to make deductions or deferrals in respect of any disputes or claims whatsoever with or against the Supplier.
- 8.9 Where the Supplier submits an invoice to the University in accordance with clause 8.3, the University will consider and verify that invoice in a timely fashion.
- 8.10 Where the University fails to comply with clause 8.9 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 8.3 after a reasonable time has passed.
- 8.11 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- (a) provisions having the same effect as clauses 8.9 and 8.10;
 - (b) an obligation on the Supplier to make payment within 30 days of having received a valid and undisputed invoice;
 - (c) a provision requiring the counterparty to such Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 8.9 to 8.11,

and for the purposes of this clause 8.11, "**Sub-Contract**" means a contract between two or more suppliers, at any stage of remoteness from the University in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract.

9 SUPPLIER'S WARRANTIES

- 9.1 The Supplier warrants that the Deliverables:
- (a) will conform in all respects to the specifications provided by the University or previously supplied by the Supplier to our University (if any);
 - (b) shall be supplied strictly in accordance with the quantities, drawings, specifications, standards and stipulations contained in or annexed to the order and, unless otherwise agreed in writing, shall conform to all relevant UK and EC standards, specifications and conditions and all work and services performed by the Supplier shall be in accordance with best practice;
 - (c) the Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract;
 - (d) the University shall have the right to inspect and test the Deliverables at any time before delivery;
 - (e) if following such inspection or testing the University considers that the Deliverables do not conform or are unlikely to comply with the Supplier's

warranties at this clause 9, the University shall inform the Supplier and the Supplier shall immediately and at their sole expense, take such remedial action as is necessary to ensure compliance; and

- (f) notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Deliverables and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the University shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

9.2 The Supplier also warrants that in respect of any Goods delivered under the Contract:

- (a) all reasonable care, skill and diligence has been used in manufacturing the Goods, the manufacture of Goods has been carried out in accordance with the best practice in the Supplier's industry, profession or trade, and that the Goods will be free from all defects in materials and workmanship and remain so for 12 months;
- (b) are of satisfactory quality and are fit for the purpose which the University has made known to the Supplier or, where the University does not make any purpose known to the Supplier, for the purpose for which the Goods are normally used;
- (c) the Supplier has free and unencumbered title and right to sell the Goods to the University and that they are sold free from all charges, liens or other encumbrances.

9.3 The Supplier also warrants that in respect of any Services delivered under the Contract:

- (a) the Services shall be performed in accordance with Best Industry Standards; and
- (b) the Supplier shall use adequate numbers of qualified individuals with suitable training, experience and skill to perform the Services.

9.4 The Supplier shall:

- (a) not discriminate against, victimise or harass any person on the grounds of race, nationality ethnic origin, religion, gender, sexual orientation, disability or age, and so far as possible shall comply with any code of practice issued pursuant to any statutory provision making any of the foregoing unlawful;
- (b) inform the University as soon as possible after he becomes aware of any investigation of, or proceedings brought against, the Supplier involving allegations of any of the matters set out in (a) above;
- (c) indemnify the University against any liability our University may incur as a result of the Supplier's breach of this clause 9;
- (d) notify the University immediately if it believes that or if it becomes aware of a member of Personnel ceases to have the appropriate skills, approvals or a right to work in the United Kingdom; and

- (e) impose obligations on any subcontractor used by the Supplier in supplying of the Deliverables in substantially the same terms as this clause 9.
- 9.5 The Supplier agrees to assign to the University upon request the benefit of any warranty, guarantee or similar right which it has against any third party manufacturer or supplier of the Goods or Services or any part thereof.
- 9.6 Each of the above warranties shall be read and construed as a separate warranty and shall not be limited or restricted by reference to or inference from any other terms and conditions

10 REMEDIES

- 10.1 If the Deliverables are not delivered on the date they are due, or do not comply with the Supplier's warranties set out in clause 9, then, without limiting any of its other rights or remedies, the University shall have the right to any one of the following remedies, whether or not it has accepted the Deliverables:
- (a) to terminate the Contract;
 - (b) to recover from the Supplier any costs, loss or expenses incurred by the University in obtaining substitute deliverables from a third party; and
 - (c) to claim damages for any other costs, loss or expenses incurred by the University which are attributable to the Supplier's failure to carry out its obligations under the Contract.
- 10.2 The provisions of this clauses 10.3 – 10.8 of this clause 10 shall only apply to supply of Goods to the University.
- 10.3 If the Goods are not delivered on the date they are due as referred to in clause 5, or do not comply with the Supplier's warranties set out in clause 9, then, without limiting any of its other rights or remedies, the University shall have the right to any one of the following remedies, whether or not it has accepted the Goods:
- (a) to terminate the Contract;
 - (b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - (e) to recover from the Supplier any costs, loss or expenses incurred by the University in obtaining substitute goods from a third party; and
 - (f) to claim damages for any other costs, loss or expenses incurred by the University which are attributable to the Supplier's failure to carry out its obligations under the Contract.
- 10.4 By taking delivery of the Goods, the University does not waive or relinquish any rights it may have against the Supplier for failure to discharge its obligations under the Contract and the University shall not be deemed to have accepted any part of the Goods until after the University has actually inspected the Goods and determined they

are in accordance with these Conditions in all respects. Any acceptance of any Goods shall not prejudice any rights of the University to reject Goods with hidden defects.

- 10.5 The University shall give the Supplier notice of its rejection of the Goods in writing sent to the Supplier by first class post and, from a date 3 days after the date of the posting of such notice, the Goods shall be deemed to be at the Supplier's risk. Rejected Goods may be returned by the University to the Supplier at the Supplier's expense or, at the University's option, may be kept at the University's premises until collected by the Supplier. The Supplier will reimburse the University for the cost of any storage or other expenses incurred.
- 10.6 Any rejection by the University or any acceptance of credit, reimbursement or replacement by the University shall be without any liability whatsoever to the Supplier and without prejudice to the University's other rights in respect of the defect or other failure of the Goods to comply with the requirements of the Contract.
- 10.7 The Supplier shall repair or replace (at the University's option) all Goods which are or become defective during the period of 12 months from delivery, where such defects occur under proper usage and are due to:
- (a) faulty design;
 - (b) the Supplier's erroneous instructions as to use;
 - (c) inadequate or faulty materials or workmanship; or
 - (d) any other breach of the Supplier's warranties, expressed or implied.
- 10.8 Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement.
- 10.9 The University's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

11 INTELLECTUAL PROPERTY IN GOODS & SERVICES

- 11.1 If the Supplier (whether alone or with others) shall during his engagement under the Contract make or create an idea, method, invention, discovery, process, design or other work (hereinafter called "Work") either in the course of performing his obligations hereunder or relating to or capable of being used in those aspects of the business of the University upon which he is engaged, he shall promptly disclose full details thereof to the University and all rights in the same shall belong to the University absolutely.
- 11.2 The Supplier warrants that the sale or use of the Goods for any purpose whatsoever by our University will not infringe any Intellectual Property Rights of any third party and the Supplier further agrees to fully and effectively indemnify our University and hold it harmless against any actions, proceedings, costs, claims, demands, loss, damage, or expense (whether direct, indirect or consequential and whether foreseeable or not), including any interest, legal or other professional fees and expenses suffered or incurred by our University as a result of any claim for any such actual or alleged infringement arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors, provided always that this indemnity shall not apply to any infringement which is due to the Supplier having followed any instructions furnished or given solely by the University.

- 11.3 Any and all Intellectual Property arising or resulting from any work carried out or materials produced by the Supplier in execution of the Contract shall belong to and vest exclusively in the University, and the Supplier as legal and beneficial owner hereby assigns all such Intellectual Property that shall be copyright or design right and agrees to assign all other such Intellectual Property to the University absolutely. In the event that the Supplier is unable to effect the foregoing assignment, the Supplier hereby grants to our University an irrevocable, non-exclusive, royalty-free, worldwide licence to use such work and or materials for any purpose whatsoever.
- 11.4 The Supplier warrants and represents that the Supplier will be the sole beneficial owner of the entire right title and interest in and to any work, Confidential Information or other intellectual property rights conceived originated or made by the Supplier or his personnel during the course of the provision of the Services and that the Supplier will be free to assign such works, Confidential Information and other Intellectual Property to the University pursuant hereto without any third party claims liens, charges or encumbrances of any kind, and that materials supplied as part of the Services shall not infringe any intellectual property rights of a third party. The Supplier agrees to fully and effectively indemnify the University against any and all demands, claims, liability, loss, damage, costs and expenses (including indirect and consequential loss and loss of profits and whether foreseeable or not) which the University may incur or suffer as a result of a breach by the Supplier of the warranties set out in this clause 11.
- 11.5 The Supplier (i) hereby assigns as legal and beneficial owner to the University absolutely all right, title and interest in any work and in any documents originated by the Supplier hereunder (whether now existing or brought into being in the future) which is or may become a copyright or design right work anywhere in the world and (ii) shall consider himself as a trustee for the University in relation to all other works and shall in either case at the request and expense of the University do all things necessary to vest all right, title and interest in any work in the University or its nominees absolutely as legal and beneficial owner and to secure patent or other appropriate forms of protection therefor. The Supplier irrevocably appoints the University to be his attorney or agent in his name and on his behalf to do all such acts and things and to sign all such deeds and documents as may be necessary in order to give the University the full benefit of the provisions of these Conditions.
- 11.6 The Supplier shall not (except as provided in this clause or as may be necessary in the course of his duties for the University) disclose or make use of any work without the University's prior consent in writing.
- 11.7 The Supplier hereby irrevocably waives any rights the Supplier may have under Chapter IV (moral rights) of Part I of the Copyright, Designs and Patents Act 1988 and any foreign corresponding rights in respect of all works.
- 11.8 Rights and obligations under this clause shall continue in force after the termination of the Contract in respect of works made during the Supplier's engagement under the Contract and shall be binding upon the personal representatives of the Supplier.
- 11.9 The Supplier undertakes at the request and expense of the University to do all acts and execute all documents which may be necessary to confirm the title of the University to the Intellectual Property assigned, whether in connection with any registration of title or otherwise.
- 11.10 The Supplier shall not do or fail to do any act which would or might prejudice the rights of the University under this clause 11.

12 CONFIDENTIALITY

- 12.1 The Supplier shall not, without the University's written consent, divulge or communicate to any person or persons or permit to be divulged or communicated, (except to those of the officials of the University whose province it is to know the same), any Confidential Information or other information which he may receive or obtain in relation to the affairs of the University or to the working of any process or invention which is carried out on or used by the University or which he may make or discover during his appointment hereunder and he shall not use for his own purposes nor for any purposes other than those of the University any Confidential Information or information or knowledge of a confidential nature which he may from time to time acquire in relation to the University. The Supplier shall procure that his personnel and all others of his employees having access to any of the Confidential Information shall be subject to the same obligations as the Supplier and shall, if required by the University, enter into a suitable secrecy agreement in a form approved by the University.
- 12.2 The Supplier shall and shall ensure that its employees, agents and subcontractors shall only use the Confidential Information disclosed to it for the purposes of performing the Supplier's obligations under the Contract.
- 12.3 Notwithstanding clause 12.1, The Supplier shall be entitled to disclose Confidential Information to the extent that such disclosure is required by Applicable Law, regulation, order of a court of relevant jurisdiction or administrative order. If the Supplier is required to disclose Confidential Information pursuant to Applicable Law, the Supplier will inform the University as soon as reasonably practicable of the nature and extent of the Confidential Information required to be disclosed and any such disclosures will be the minimum required by Applicable Law.
- 11.3 The Supplier will, at the request of the University, return or destroy to the, all Confidential Information:
- (a) on the termination of the Contract; or
 - (b) when it is no longer required by the Supplier for the provisions of Goods and/or Services.
- 12.4 Any documents, plans, drawings, process information, patterns, designs or any other information supplied by the University to or otherwise obtained by the Supplier in connection with the Contract or the University shall remain the property of the University (including, without prejudice to the generality of the foregoing, all Intellectual Property rights therein) and they and any information derived therefrom or otherwise communicated to the Supplier in connection with the Contract shall be kept secret and shall not, without the consent in writing of the University, be copied, published or disclosed to any third party, or made use of by the Supplier except for the purpose of implementing the Contract. Any such documents, specifications, plans, drawings, process information, patterns or other information must be returned to our University on fulfilment of the Contract.
- 12.5 The restrictions set out in clause 12.1 shall continue to apply after the termination of the Contract without limit in point of time, but shall cease to apply to information or knowledge which is in the public domain otherwise than through unauthorised disclosure by the Supplier or any other person.

13 DATA PROTECTION

- 13.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the University is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised by the University to do is listed in the Contract Header which sets out the scope, nature and purpose of processing by the Supplier along with the duration of the processing and categories of Data Subject and the Supplier processing may not be determined by the Supplier.
- 13.2 The Supplier shall notify the University immediately if it considers that any of the University's instructions infringe the Data Protection Legislation.
- 13.3 The Supplier shall provide all reasonable assistance to the University in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the University, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under the Contract:
- (a) ensure that its personnel and Sub-processors, comply with all Data Protection Legislation in connection with the performance of its obligations under a Contract;
 - (b) only process Personal Data in accordance with the University's express written instructions as well as in accordance with the Contract and the Contract Header unless the Supplier is required to do otherwise by Applicable Law. The Supplier shall promptly notify the Controller before processing the Personal Data unless prohibited by Applicable Law;
 - (c) ensure that access to Personal Data is limited to authorised persons (including any of the Supplier's personnel and Sub-processor's) who need to access it in order for the Supplier to meet its obligation under a Contract;
 - (d) provide, at the University's written request, copies of all agreements with any Sub-processors used by the Supplier;
 - (e) record and refer all Data Subject Access Requests received by the Supplier from a Data Subject or relevant authority to the University received from any data subject or relevant authority;
 - (f) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

- (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (g) ensure that:
- (i) the Supplier's personnel and Sub-processors do not process Personal Data except in accordance with these Conditions
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the University or as otherwise permitted by these Conditions;
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (h) not transfer Personal Data outside of the EU unless the prior written consent of the University has been obtained and the following conditions are fulfilled:
- (i) the University or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the University;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the University in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the University with respect to the processing of the Personal Data;
- (i) amend, delete, destroy or return Personal Data (and any copies of it) to the University:
- (i) once the Personal Data is no longer required for the performance of the Deliverables; and
 - (ii) upon termination of the Contract,

unless the Supplier is required by Applicable Law to retain the Personal Data;
and

(j) perform all obligations under this clause 13 at the Supplier's own cost;

13.5 Subject to clause 13.6, the Supplier shall notify the University immediately if it:

- (a) receives a Data Subject Request (or purported Data Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Contract;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
or
- (f) becomes aware of a Data Loss Event.

13.6 The Supplier's obligation to notify under clause 13.5 shall include the provision of further information to the University in phases, as details become available.

13.7 Taking into account the nature of the processing, the Supplier shall provide the University with full assistance in relation to either party's obligations under Data Protection Legislation and any complaint, notice, communication or request made under clause 13.5 (and insofar as possible within the timescales reasonably required by the University) including by promptly providing:

- (a) the University with full details and copies of the complaint, notice communication or request;
- (b) such assistance as is reasonably requested by the University to enable the University to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the University, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the University following any Data Loss Event;
- (e) assistance as requested by the University with respect to any request from the Information Commissioner's Office, or any consultation by the University with the Information Commissioner's Office.

13.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- (a) the University determines that the processing is not occasional;

- (b) the University determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the University determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9 The Supplier shall designate its own data protection officer if required by the Data Protection Legislation.
- 13.10 Before allowing any Sub-processor to process any Personal Data related to the Contract, the Supplier must:
- (a) notify the University in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the University;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in these Conditions such that they apply to the Sub-processor and
 - (d) provide the University with such information regarding the Sub-processor as the University may reasonably require.
- 13.11 The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13.12 The University may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to these Conditions).
- 13.13 The parties agree to take account of any guidance issued by the Information Commissioner's Office. The University may on not less than 30 Working Days' notice to the Supplier amend these Conditions to ensure that it complies with any guidance issued by the Information Commissioner's Office.

14 RESTRICTIVE COVENANTS

- 14.1 The Supplier hereby undertakes with the University that during the continuance of his appointment and for a period of 6 months after termination thereof, howsoever the same is determined and whether in breach of contract or otherwise, he will not without the prior written consent of the University (such consent not to be unreasonably withheld), whether by himself, his employees or agents or otherwise howsoever and whether on his own behalf or for any other person, firm, company, or organisation directly or indirectly:-
- (a) solicit or entice away from or endeavour to solicit or entice away from the University any employee of the University whether or not such person would commit any breach of his contract of employment by reason of leaving the service of the University; and/or
 - (b) employ in any business operated by or otherwise engage in any business in competition with the University any person who has during the continuance of the Supplier's appointment hereunder been employed or otherwise engaged

by the University and who by reason of any such employment or engagement is or is reasonably likely to be in possession of any Confidential Information or trade secrets relating to such business of the University.

- 14.2 The Supplier hereby undertakes with the University that he will not at any time during the continuance of or after the termination of the Contract in the course of carrying on any trade or business publicise the existence of the Contract or claim, represent or otherwise indicate any present association with the University or, for the purpose of carrying on or retaining any business or custom, claim, represent or otherwise indicate any past association with the University except with the prior written approval of the University.

15 LIABILITY AND INSURANCE

- 15.1 Subject to clause 15.5, the total liability of the University in connection with any Contract shall not exceed the value of the Contract.
- 15.2 Subject to clause 15.4, the University shall not be liable for consequential, indirect or special losses.
- 15.3 Subject to clause 15.4, the University shall not be liable for any of the following (whether direct or indirect):
- (a) loss of profit;
 - (b) loss of or corruption to data;
 - (c) loss of use;
 - (d) loss of production;
 - (e) loss of contract;
 - (f) loss of opportunity;
 - (g) loss of savings, discount or rebate (whether actual or anticipated);
 - (h) harm to reputation or loss of goodwill.
- 15.4 Notwithstanding any other provision of these Conditions, the liability of the University shall not be limited in any way in respect of the following:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other losses which cannot be excluded or limited by applicable law.
- 15.5 The limitations and exclusions of liability set out in this clause 15 shall not apply in respect of any indemnities given by either party under these Conditions.
- 15.6 The University will be relying upon the Supplier's skill, expertise and experience and also upon the accuracy of all representations or statements made and the advice given by the Supplier in connection with the provision of the Deliverables and the accuracy of any Confidential Information, works or other documents and materials conceived, originated, made or developed by the Supplier in connection with the

provision of the Deliverables and the Supplier hereby agrees to indemnify the University against all loss, damage, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the University or by a third party whether direct or indirect or consequential (including, but without limitation, any economic loss or other loss of turnover, profits, business or goodwill) as a result of such reliance.

- 15.7 During the term of the Contract and for a period of 2 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, the default indemnity insurance levels. The indemnity required is, professional indemnity insurance - £5m, public & product liability insurance - £10m (any changes to the default levels will be declared in the 'Invitation to Tender') to cover such heads of liability as may arise under or in connection with the Contract, and shall, on the University's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each year's insurance.

16 INDEMNITY

- 16.1 The Supplier agrees to indemnify the University against:-

- (a) all losses, costs, damages, expenses and claims caused to and made against the University which would not have been caused or made had the Supplier fulfilled its express or implied obligations under the Contract and these Conditions; (b) all losses, costs, damages, expenses and claims caused to and made against the University which are caused by or arise out of the error or omission of the Supplier or the Supplier's staff, agents and subcontractors; (c) any failure by the Supplier to comply with: (i) all Applicable Law; (ii) its obligations in the Contract in respect to data protection; (iii) its obligations in the Contract in respect to confidentiality, and (iv) any fraudulent or dishonest acts performed by the Supplier, its personnel and its sub-contractors; and
- (b) all claims arising out of errors and omissions in drawings, calculations, packing details or other particulars supplied by the Supplier.

The University shall not be liable for any of the Supplier acts or omissions and the Supplier will keep the University fully and effectively indemnified against all and any actions, proceedings, costs, claims, damages, expenses, liability and demands whatsoever (including consequential and indirect losses and loss of profits and whether foreseeable or not) arising directly or indirectly out of any act or omission of the Supplier, its employees, agents or subcontractors. The Supplier shall not pledge the credit of the University, nor sign any document, enter into any agreement, or make any promise on behalf of the University.

17 TERMINATION

- 17.1 The Contract shall terminate automatically on completion of the Deliverables to the satisfaction of the University.
- 17.2 The University shall have the right to terminate the Contract by giving not less than one month's notice in writing to the Supplier at any time.
- 17.3 The Contract shall be subject to termination by the University forthwith by notice in writing if the Supplier has:
- (a) have committed any serious breach or repeated or continued (after warning) any material breach of his obligations hereunder; or

- (b) the Supplier shall commit any breach of its obligations under the Contract and fail to rectify such breach within seven days of receipt of written notice from our University requiring it to be remedied; or
- (c) have been guilty of conduct tending to bring itself or the University into disrepute; or
- (d) apply for an interim order (within the meaning of the Insolvency Act 1986) or enter into an individual voluntary arrangement or suffer the making of a statutory demand or the presentation of a petition for a bankruptcy order or make any arrangement or composition with his creditors or have any distress for rent or other seizure under execution or other legal process made in the respect of his estates or assets or, being a company, becomes bankrupt or, under Section 123 of the Insolvency Act 1986, is unable to pay its debts, enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such amalgamation or reconstruction if a different legal entity shall agree to be bound by and assume the obligations of the Supplier under the Contract), compounds with or convenes a meeting of its creditors for the administration or liquidation of the Supplier, has a receiver or manager or administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the University means that the Supplier may be unable to pay its debts; or
- (e) shall have been unable to perform his obligations under the Contract due to illness or accident for a period of one month; or
- (f) is convicted of any criminal offence (other than minor offences under the Road Traffic Acts or the Road Safety Acts) which might reasonably be thought to affect adversely the performance of his duties; or
- (g) failed to discharge his duties hereunder efficiently or diligently;
- (h) been disqualified from being a director of any company by reason of any order made under the Company Directors Disqualification Act 1986; or
- (i) at the date on which this Contract was awarded pursuant to the Public Contracts Regulations 2015, been in one of the situations referred to in regulation 57(1) of those regulations (including as a result of the application of regulation 57(2)), and should therefore have been excluded from the procurement procedure pursuant to which this Contract was awarded.

17.4 This Contract shall be subject to termination by the University forthwith by notice in writing if:

- (a) the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of the Public Contracts Regulations 2015; or
- (b) the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaty on the Functioning of the European Union, the Treaty on European Union and/or Directive 2014/24/EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.

- 17.5 The University shall have the right to terminate the Contract by giving to the Supplier 14 days' notice in writing in circumstances where the University is itself in receipt of funding for the Services from a third party and such funding ceases or is withdrawn for any reason.
- 17.6 All documents and software (including correspondence, lists of customers, notes, memoranda, plans, drawings, other documents or goods or products of whatever nature) and other work prepared by the Supplier for the University shall become the University's property (save in respect of the Supplier's own working papers) and on request the Supplier shall deliver up to the University all such documents and work. On the termination of the Contract, howsoever arising, the Supplier shall forthwith deliver to the University all such documents and work and all books, documents, papers, materials and other property embodying any Confidential Information or relating to the business of the University or created by the Supplier or arising from the appointment of the Supplier hereunder together with all copies thereof which may then be in his possession or under his power or control.
- 17.7 The termination of the Contract shall not release any party from any obligation or liability arising in relation to the Contract in respect of any act or omission arising at, or prior to, such termination.
- 17.8 Termination of the Contract shall be without prejudice to any rights which have accrued at the time of termination and for the avoidance of doubt clauses 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 39, 40, 41 and 42 shall remain in full force and effect after such termination.
- 17.9 Without prejudice to any other specific provision of the Contract or any other right available to it, the University shall have the right to cancel the Contract in whole or in part at any time by giving written notice to the Supplier whereupon all work under the order (or the cancelled part) shall be discontinued and the University shall pay to the Supplier such proportion of the Contract Price as may be fair and reasonable having regard to the value of work done, of the Deliverables previously delivered and of the services performed under the order and on such payment no further sum or sums shall be due by way of damages, loss of profits or otherwise from the University to the Supplier by reason of such cancellation.

18. FORMER AGREEMENTS

- 18.1 These Conditions shall be in substitution for any agreements or terms for the provision of the Deliverables previously in force between the University and the Supplier in relation to the same subject matter as these Conditions (any of which said agreements shall terminate with effect from the commencement date of the Term).
- 18.2 The Supplier hereby acknowledges that they have no outstanding claims of any kind against the University (otherwise than in respect of remuneration and expenses accrued due but not yet paid).

19. STATUS

- 19.1 Nothing in these Conditions shall render the Supplier an employee, agent or partner of the University and the Supplier shall not hold himself out as such.

20. VALUE ADDED TAX

- 20.1 In addition to sums payable by the University under the Contract the University shall on provision by the Supplier of a valid tax invoice pay any Value Added Tax properly payable in respect thereof.
- 20.2 The Supplier shall account personally for their own income tax, value added tax and national insurance contributions to the appropriate authorities and where required by the University will provide appropriate evidence of its payment of income tax under Schedule D in accordance with the Income and Corporation Taxes Act 1988.
- 20.3 The final decision as to whether income tax and/or national insurance contributions shall be deducted from any Fees shall be made by the Inland Revenue and Contributions Agency Office. The University must abide by their rulings.
- 20.4 The Supplier hereby agrees to indemnify the University against all costs, claims, actions, demands, penalties and liabilities incurred in respect of or arising in connection with any tax, national insurance or similar impost or other such payment of a fiscal nature which may be found due from the University in respect of the Suppliers appointment and the payment of the Contract Price by the University to the Supplier hereunder.

21 SUPPLIER PERSONNEL

- 21.1 The Supplier shall only employ Personnel who have the right to work in the United Kingdom and, in particular, the Supplier shall comply with the Immigration Asylum and Nationality Act 2006, the Immigration Act 2016 and other relevant UK Laws or equivalent Laws in the relevant jurisdiction as well as any regulations or relevant codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers.

22 FREE ISSUE MATERIALS

- 22.1 The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by the University to the Supplier ("**University's Materials**") and all rights in the University's Materials are and shall remain the exclusive property of our University. The Supplier shall keep the University's Materials in safe custody at its own risk, maintain them in good condition until returned to the University.
- 22.2 Any surplus materials shall be disposed of in accordance with the University's directions and any materials wasted as a result of the Supplier's bad workmanship or negligence shall be replaced at the Supplier's expense.
- 22.3 The Supplier shall at any time forthwith upon the University's request deliver up to the University all materials issued by the University.

23 LABELLING AND SAFETY

- 23.1 The provisions of this clause 23 shall only apply to the supply of Goods to the University.
- 23.2 Hazardous goods must be marked by the Supplier with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include a declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier shall observe the requirements of UK and international

agreements relating to the packing, labelling and carriage of hazardous goods. All information held by or reasonably available to the Supplier regarding any potential hazards known or believed to exist in the transport, handling or use of the Goods supplied shall be promptly communicated to our University. The Supplier shall ensure that the Goods when delivered to the University are labelled and packaged in such a way as to ensure the safety which a person is entitled to expect from the Goods.

23.3 The Supplier warrants that:-

- (a) in the design, manufacture, supply and installation of the Goods (including all work on site) and the provision of information relating to them it will comply with the duties imposed on it by the Health and Safety at Work etc. Act 1974 or any amendment thereto or re-enactment thereof and of all other statutory provisions, bye-laws, rules and regulations so far as they are applicable to the site or the Goods and that it will perform the Contract such that no liability is incurred by our University under such statutory provisions, bye-laws, rules and regulations; and
- (b) that all Goods supplied will, where appropriate, be supplied with all necessary safety guards and devices sufficient to comply with current statutory requirements. Where Goods are to be supplied without guards or safety devices then the Supplier must:-
 - (i) state such to be the case in writing in its quotation or acknowledgement of order; and
 - (ii) specify in writing such guards and devices as will be required to be purchased by the University.

23.4 The Supplier shall be responsible for compliance with all relevant laws and regulations, including those of any country where the Goods are to be delivered or, to the knowledge of the Supplier, ultimately resold or used, and for obtaining and maintaining at its expense any necessary import or export licences, customs clearance, exchange control consents or other authorisations and permits whatsoever.

24 AUDIT

24.1 The Supplier shall maintain accurate and complete records and supporting documentation relating to the performance of its obligations under these Conditions and to all financial transactions relating to it.

24.2 The University (and any of its appointed audit representatives) shall have the right, at all reasonable times and on reasonable notice, to perform audits and inspections of Supplier's premises, systems, Personnel and records and those of its agents and contractors to verify the make up and accuracy of the Contract Price and invoices and Supplier's compliance with the Contract and clauses 13 and 28 of these Conditions.

24.3 The Supplier shall (at no charge to the University):

- (a) provide full co-operation to the University (and any of its appointed audit representatives) in relation to the exercise of any of the Customer rights under this clause 24;
- (b) provide all reasonable assistance to the University in complying with any direction, requirement or request made by any regulator to do or not to do any act, or to provide any information in respect of any obligation of the Supplier under these Conditions, including, where necessary, giving the regulator

(including its representatives or appointees) reasonable access to any records, files, tapes, computer systems, or any other information howsoever held.

25 FORCE MAJEURE

25.1 The University shall not be liable for any delay or failure to take delivery of or pay for Deliverable caused by any event beyond its reasonable control including but not limited to any act of God, fire, act of government or state, epidemic or pandemic, war, civil commotion, terrorism, insurrection, embargo and labour disputes of whatever nature.

26 ANTI-BRIBERY

26.1 The Supplier shall not, and shall procure that its Personnel, directors, employees, agents, representatives, contractors or sub-contractors shall not, engage in any activity, practice or conduct which would constitute an offence under any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010.

26.2 The Supplier shall have in place adequate procedures designed to prevent any person working for or engaged by the Supplier or any other third party in any way connected to the Contract, from engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010.

26.3 Breach of this clause 26 shall entitle the University to terminate the Contract by written notice with immediate effect.

27 MODERN SLAVERY

27.1 The Supplier shall and shall procure (where relevant) that all persons who are performing Services or providing Goods in connection with, or which will or may be used in performing or to support the performance of the Contract in any part of the world (collectively, its "**Supply Chain**") shall at all relevant times:

- (a) comply with the provisions of the Modern Slavery Act 2015 ("**Act**") and all Applicable Law, regulations, codes and guidance made under it or relating to it, and ensure that all of its relevant staff have received appropriate training on the same;
- (b) not engage in any activity, practice or conduct that would constitute an offence under the Act if such activity, practice or conduct were carried out in the UK;
- (c) comply with any policy relating to Slavery and Human Trafficking as required by the University;
- (d) take all reasonable steps to ensure that Slavery and Human Trafficking are not taking place in its business or its Supply Chain;
- (e) immediately notify the University if it has reason to believe that it or any person in its Supply Chain is engaged in Slavery and Human Trafficking or is in breach, or is likely to breach, the Act or any provision of this clause 26.1 (or would do so if it were a party to the Contract), or if it receives a communication from any person alleging any of the foregoing.

27.2 The Supplier shall ensure that each of its sub-contractors shall be bound in writing by terms equivalent in all respects to those set out in this clause. The Supplier shall

provide evidence in writing of the Supplier's compliance with this clause promptly on the University's request.

- 27.3 The Supplier agrees that the record-keeping, audit and other related terms as set out in clause 24 of these Conditions shall apply equally to the Supplier's compliance with this clause. Without prejudice to the generality of the foregoing, the Supplier shall maintain detailed, accurate and up-to-date records setting out its staff hiring procedures, its supplier selection processes and the steps it takes to ensure that it and each member of its Supply Chain is not engaged in Slavery and Human Trafficking, and shall promptly provide copies of such records to the University on the University's request.
- 27.4 For the purposes of this clause 27, the phrase Slavery and Human Trafficking shall have the meaning given to it in Section 54 (12) of the Act.

28 ANTI-TAX EVASION FACILITY

- 28.1 The provisions of this clause 28 shall only apply to supply of Services to the University.
- 28.2 For the purposes of this clause 28:

- (a) the expressions "**associated with**", "**prevention procedures**", "**UK Tax Evasion Offence**" and "**Foreign Tax Evasion Offence**" shall be construed in accordance with Part 3 of the Criminal Finances Act 2017 ("**CFA 2017**") and guidance published under it;
- (b) "**Corporate Failure to Prevent Offence**" means an offence under section 45 and/or section 46 of CFA 2017 and any other Applicable Law, legislation, statutory instruments and regulations in relation to preventing the facilitation of tax evasion and any similar or equivalent laws in any other relevant jurisdiction;
- (c) "**Supplier Associated Persons**" means all or any of the following:
- (i) persons associated with the Supplier ("**Supplier's Associates**"); and
 - (ii) persons associated with any of the Supplier's Associates;

in each case, involved in performing services for or on behalf of the Supplier in connection with the Goods and/or Services and the Contract.

- 28.3 The Supplier shall ensure that it and the Supplier Associated Persons shall not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including the University, of a:
- (a) Corporate Failure to Prevent Offence;
 - (b) UK Tax Evasion Offence; or
 - (c) Foreign Tax Evasion Offence

in connection with the performance of the Services and this Contract.

- 28.4 The Supplier shall not, and shall use all reasonable endeavours to ensure that Supplier Associated Persons shall not, solicit or engage with or take steps to solicit or engage with any person associated with the University to facilitate the commission of a UK Tax Evasion Offence or a Foreign Tax Evasion Offence in connection with the performance of the Services and the Contract.

28.5 The Supplier shall, and shall procure that Supplier Associated Persons shall, pay, in full and in a timely manner, all taxes due and payable relating to all monies, remuneration, profit and value received or payable by the Supplier or Supplier Associated Persons in connection with the performance of the Services and the Contract or otherwise.

28.6 Without prejudice to clause 28.3, the Supplier shall ensure that:

- (a) it and all relevant Supplier Associated Persons have in place such prevention procedures as it is reasonable in all the circumstances to expect the Supplier and such persons to have in place to prevent any breach of this clause 27 and comply with the University's prevention procedures as notified to the Supplier from time to time; and
- (b) its own policies and other prevention procedures and those of relevant Supplier Associated Person are endorsed by the Supplier or relevant Supplier Associated Person's top-level management and include clear written guidance and training to each of the Supplier Associated Persons involved in providing the Services or with the Contract. Such policies and procedures shall include the following:
 - (i) the procedures that each such person should follow if they are requested to facilitate a UK Tax Evasion Offence or a Foreign Tax Evasion Offence;
 - (ii) acceptable conduct in relation to engagement with customers, clients and Supplier Associated Persons;
 - (iii) risk assessments and due diligence procedures for identifying tax evasion facilitation risks in relation to customers and Supplier Associated Persons; and
 - (iv) the Supplier's procedures for taking action to inform the relevant enforcement bodies or regulatory authorities about requests to facilitate a UK Tax Evasion Offence or a Foreign Tax Evasion Offence,

and the Supplier shall provide the University on request with copies of these policies (and prompt notice of any material changes to the same from time to time).

28.7 Without limitation to clauses 28.3, 28.4, 28.5 and 28.6 above, the Supplier shall:

- (a) ensure that all Supplier Associated Persons involved in providing the Services or with the Contract have been vetted and that due diligence has been undertaken and is undertaken on a regular continuing basis to such standard or level of assurance as is reasonably required by the University;
- (b) maintain accurate and up to date records of:
 - (i) any requests to facilitate any UK Tax Evasion Offence or any Foreign Tax Evasion Offence made to the Supplier or any Supplier Associated Person in connection with the Services or with the Contract either in the United Kingdom or elsewhere;
 - (ii) any action taken by the Supplier to inform the relevant enforcement bodies or regulatory authorities that the Supplier or any Supplier Associated Person has been requested to facilitate a UK Tax Evasion

Offence or a Foreign Tax Evasion Offence (except to the extent that the Supplier is prevented by law from doing so);

- (iii) its compliance with its obligations under this clause 28 and all training and guidance provided to Supplier Associated Persons in respect of the obligations under this clause and applicable laws for the prevention of tax evasion;
 - (iv) the Supplier's monitoring of compliance by Supplier Associated Persons with the applicable policies and procedures as required by clause 28.6; and
 - (v) the measures that the Supplier has taken in response to any incidence of suspected or actual tax evasion or facilitation of tax evasion or breach of this clause 28 (including the Supplier's relevant internal reporting and disciplinary procedures);
- (c) maintain and provide such access to the records or information referred to in clause 28.7(b) in accordance with its obligations in clause 24 (Audit);and
 - (d) ensure all Supplier Associated Persons involved in performing services in connection with the Contract are subject to and at all times comply with equivalent obligations to the Supplier's under this clause 28 and the Supplier shall be liable to the University for any act or omission by any such person in breach of any of the obligations under this clause 28 as if this was an act or omission of the Supplier itself.

28.8 The Supplier warrants and represents that it has not, and, no Supplier Associated Persons have:

- (a) been investigated in connection with, or charged with having committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence;
- (b) received any court orders, warrants, oral or written notices from a government prosecuting authority concerning any actual or alleged violation by it of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence; or
- (c) received any report (including a report from the Supplier's external auditors, any Supplier Associated Persons or any other person) or discovered any evidence suggesting that the Supplier or any Supplier Associated Person has committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence.

28.9 The Supplier shall immediately notify the University as soon as it becomes aware of any allegation, investigation, evidence or report relating to a breach or possible breach of any of the requirements in this clause 28.

28.10 Any breach of this clause 28 by the Supplier shall be deemed a material breach of this Contract that is not remediable and entitle the University to immediately terminate this Contract by notice under clause 17.3.

29. ASSIGNMENT AND SUB-CONTRACTING

29.1 The Contract is personal to the Supplier and they shall not be entitled to assign, transfer or sub-contract his obligations to any third party without the prior written consent of the University.

- 29.2 The University shall have the right to assign, transfer, mortgage, charge or sub-contract the Contract or any part thereof or its obligations hereunder at any time.
- 29.3 In any case where the Contract is sub-contracted in accordance with clause 29.1, the Supplier will ensure that the sub-contractor agrees to be bound by all applicable terms of the Contract and any such sub-contract shall in no way limit or affect the obligations of the Supplier who shall remain responsible for all Deliverables supplied, and the full performance of its obligations under, the terms of the Contract.
- 29.4 Copies of any sub-contract made in accordance with clause 29.3 shall forthwith be delivered to our University within 5 days of the execution of such sub-contract.

30 VARIATION

- 30.1 The University reserves the right to require a variation in the terms of the Contract by serving written notice at any time. In such case clause 30.2 shall apply.
- 30.2 Where the Supplier is notified of any variation to the Contract by the University which would occasion an amendment to the Contract Price the Supplier shall, within 7 days of receipt of such notification, advise our University in writing of the amount of any such amendment to the Contract Price, such amendments to be ascertained and determined in the same manner in which the Contract Price was ascertained and determined, save that our University shall be free on receipt of any revised price to withdraw its proposed variation and continue with the existing order.
- 30.3 If, in the opinion of the Supplier, any variation under clause 30.2 is likely to prevent the Supplier from fulfilling any of his obligations under the Contract he shall immediately notify the University and the University shall decide as soon as reasonably practicable whether or not the same shall be carried out and shall confirm its instructions in writing and modify the said obligations to such an extent as the University considers may be justified. Until the University so confirms its instructions they shall be deemed not to have been given.

31 GENERAL CONDITIONS IN A TENDER

- 31.1 No conditions submitted or referred to by the Supplier when submitting a tender shall form part of the Contract unless expressly referred to in a Contract.

32 WAIVER

- 32.1 The failure of the University to insist upon the strict performance of any terms and conditions of the Contract shall not be construed as a waiver of any such term or condition and shall in no way affect the University's right to enforce such provision later. Further, no failure, delay or omission by the University in exercising any right, power or remedy provided by law or under these Conditions shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

33 SEVERABILITY

- 33.1 If any court or competent authority finds that any of the Conditions, or other part of the Contract, is or shall become invalid, illegal or unenforceable, that provision shall to the extent required, be deemed deleted and the other provisions of these Conditions shall remain fully valid and enforceable.

- 33.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision will apply with the minimum medication necessary to make it legal, valid and enforceable.

34 RIGHTS CUMULATIVE

- 34.1 The rights and remedies of the parties in connection with the Contract are cumulative and, except as expressly stated in the Contract, are not exclusive of and may be exercised without prejudice to any other rights or remedies provided in the Contract by law or equity or otherwise. Except as expressly stated in the Contract (or in law or in equity in the case of rights and remedies provided by law or equity) any right or remedy may be exercised wholly or partially from time to time.

35 FURTHER ASSURANCE

- 35.1 Each party shall do and execute, or arrange and procure for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of the Contract.

36 RELATIONSHIP OF THE PARTIES

- 36.1 Nothing in the Contract is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party. No party shall hold out any other party as its partner or joint venturer. Except, and to the extent, that the Contract expressly states otherwise, no party may incur any expenses or negotiate on behalf of any other party or commit any other party in any way to any person without that other party's prior written consent.

37 SET OFF

- 37.1 Any amount that the Supplier owes to the University under the Contract, whether now or at any time in the future, whether it is liquidated or not and whether it is actual or contingent, may be set off from any amount due to the Supplier from the University under the Contract. Any exercise by the University of its rights under this clause will not prejudice any other right or remedy available to it.

38 PUBLICITY

- 38.1 The Supplier hereby undertakes with the University that it will not at any time during the continuance of or after the termination of the Contract publicise the existence of the Contract or claim, represent or otherwise indicate any present or past association with the University without the University's prior written consent.

39 DISPUTE RESOLUTION

- 39.1 If any claim or dispute arises in connection with the Contract or these Conditions, either party may provide notice to the other party of such dispute. The parties will attempt to settle such dispute by negotiation in good faith and shall make relevant personnel available to attend meetings with the other party for the purpose of resolving the dispute. If any dispute cannot be settled within ten (10) business days of the original notice of dispute, either party may refer the dispute to mediation and the parties agree to attempt mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If the dispute is still not settled twenty five (25) business days from the initiation of mediation, the mediation shall be cancelled. Nothing in this clause 39 shall prevent either party from referring the dispute to legal proceedings at any time.

40. NOTICES

- 40.1 Any notice required to be given hereunder shall in the case of notice to the University be deemed duly served if left at or sent by registered or recorded delivery post to the University Secretary and in the case of notice to the Supplier if handed to him personally or left at or sent by first-class registered or recorded delivery post to his last known address. Any such notice shall be deemed to be served at the time when the same is handed or left at the address of the party to be served and if served by post on the day (not being a Sunday or public holiday) next following the day of posting.
- 40.2 In proving the giving of a notice it shall be sufficient to prove that the notice was left or that the envelope containing such notice was properly addressed and posted.

41 THIRD PARTY RIGHTS

- 41.1 A person who is not a party to a Contract (a "**third party**") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "**1999 Act**") to enforce any term of the Contract. Any right or remedy of a third party which exists or is available apart from the 1999 Act is not affected.

42. GOVERNING LAW

- 42.1 These Conditions shall be governed by and construed in accordance with English law and the parties agree that any disputes arising or in any way connected with these Conditions (whether of a contractual or tortious nature or otherwise) shall be subject to the exclusive jurisdiction of the English courts except that the University may seek injunctive relief outside such jurisdiction.