1 Introduction
We are University College London (UCL), a public research university and a body corporate established by Royal Charter with company number RC000631 and whose registered office is at Gower Street, London WC1E 6BT. These Terms are the terms and conditions upon which UCL purchases products only. UCL has other terms and conditions for (i) the purchase of services only; and (ii) the purchase of both products and services.

2 Definitions
In these Terms:
2.1 unless the context otherwise requires, the following expressions shall have the following meanings:

- "Associated Entity" means, in respect of a person, any entity that directly or indirectly Controls, is Controlled by or is under common Control with, that person from time to time;
- "Business Day" means a day other than a Saturday or Sunday or a bank holiday or public holiday in England or in London;
- "Confidential Information" means:
  - (a) in respect of either Party, all information (whether written, oral or in electronic form) concerning the business and affairs of the Party or its Associated Entities; and
  - (b) in respect of UCL and in addition to the information referred to in sub-paragraph (a) of this definition, all information (whether written, oral or in electronic form) concerning UCL’s staff, students, customers, contractors, commercial partners, research partners and collaborators; and (ii) the UCL Data, in each case that the other Party obtains or receives as a result of the discussions leading up to or the entering into or the performance of a Contract;
- "Contract" means the meaning given in Clause 4.2;
- "Control" means the possession, directly or indirectly, of the power (whether by way of ownership of shares, proxy, contract, partnership agreement, agency or other agreement or appointment) to:
  - (i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a meeting of a person; or
  - (ii) appoint or remove all, or the majority of, the partners, management, directors or other equivalent officers of a person; and/or
  - (iii) give directions (whether in respect to actions, policy or otherwise) with which the partners, management, directors or other equivalent officers of a person are obliged to comply (whether by contract or through the ownership of voting securities, including the ownership of more than 50% of the voting equity, partnership or similar interest in such person), and
- "Contract and Controlled shall be construed accordingly;
- "Controller" means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
- "Credit Rating Agency" means any of the companies used by UCL from time to time (including Dun & Bradstreet, Credit Safe and Experian) that assigns credit scores to organisations as an evaluation of the credit risk of any such organisation based on the organisation’s perceived ability to pay back debt and the likelihood of corporate financial default or failure;
- "Data Protection Laws" means all Regulations relating to the Processing of Personal Data;
- "Data Subject" means the individual to which the Personal Data relates;
- "Environmental Information Regulations" means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner’s Office or the relevant government department in relation to such legislation;
- "Force Majeure Event" means, in respect of an Affected Party, an act, event or circumstance (other than lack of funds) which is beyond the reasonable control of the Affected Party, including an act of God, war or threat of war, armed conflict, flood, earthquake, windstorm, or other natural disaster, sabotage, riot, insurrection, civil commotion, criminal law, major systems failure (except that the failure of systems controlled by the Affected Party (or its sub-contractors) shall not constitute a Force Majeure Event) strike or other industrial dispute (except that an industrial dispute, strike or other action involving (where UCL is the Affected Party) only employees of UCL or (where Supplier is the Affected Party) only the Supplier Personnel shall not constitute a Force Majeure Event), pandemic, epidemic, quarantine, nuclear, chemical or biological radiation or radioactive contamination;
- "Good Industry Practice" means using standards, practices, procedures and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;
- "Intellectual Property Rights" means rights in the nature of passing off, get-up, registered design, unregistered designs and design rights, trade marks, service marks, topography rights, copyright (including copyright in software), moral rights, database rights, rights in inventions, patents, know-how, trade secrets and other confidential information, and all other intellectual property rights and rights of a similar or corresponding character which may exist now or in the future subsist in any part of the world (whether registered or not or the subject of an application for registration) and including all rights to apply for, and obtain, registrations in respect of any and all of the foregoing, each for their full term including extensions, revivals and renewals thereof;
- "Non-Affected Party" has the meaning given in Clause 22.2;
- "Personal Data" means any information relating to an identified or identifiable living individual;
- "Personal Data Breach" means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;
- "Processing" means any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, and, Process, Processes and Processed shall be construed accordingly;"
original offer. It is at the moment Supplier unconditionally accepts UCL's offer that a contract (Contract) is made between Supplier and UCL for the supply of the products specified in the purchase order or confirmatory email, as applicable. Each Contract is subject to these Terms and Conditions except as to any other terms and conditions (including any terms and conditions which Supplier may purport to apply under any quotation, offer, confirmation of order or similar document).

4. If, in respect of a Contract, there is any conflict or ambiguity in the provisions of the Contract then the following order of decreasing precedence shall apply: (i) the provisions of Clause 2 and 19.3; (ii) the provisions of the UCL purchase order or confirmatory email, as applicable; and (iii) the other provisions of these Terms.

5. If Supplier rejects, or is deemed to reject, UCL’s original offer but supplies the products specified in UCL’s purchase order or confirmatory email, as applicable, then UCL may in its discretion accept those products and UCL’s original offer and these Terms shall apply to supply the products. UCL, however, retains the right to have any and all products supplied to UCL pursuant to an offer that is not, or is deemed by UCL to be, a valid offer removed and/or returned to Supplier at Supplier’s sole expense.

6. In respect of a Contract, Supplier may only use UCL Assets only for the purpose of supplying products to UCL and/or the customer or user of Supplier, shall be subject to the Parties entering into a separate written agreement (signed by the Parties) in respect of such matters, which UCL may, or may not, require to be done, in its absolute discretion.

7. Charges

7.1 The charge for each product under a Contract shall be the charge for the product set out in UCL’s purchase order or confirmatory email, as applicable, for the Contract.

7.2 The charges for products set out in Clause 7.1 will apply irrespective of any changes that Supplier may include on any quotation, offer, confirmation of order or similar documents.

8. In respect of a Contract, except as otherwise expressly set out in the Contract:

8.1 (a) The charges payable by UCL to Supplier shall be inclusive of all out-of-pocket expenses and other costs which may be incurred by Supplier or any Supplier Personnel in connection with the supply of products; and

8.2 (b) Each of UCL and Supplier shall bear its own costs and expenses incurred in respect of its compliance with its obligations under the Contract.

9. Intellectual Property Rights

9.1 Save as otherwise expressly set out in a Contract (including in these Terms): (i) the Intellectual Property Rights created by a Party under or in connection with the Contract shall vest in and remain with that Party at all times; and (ii) neither Party shall, by virtue of the Contract, obtain any rights to use, or any other rights in to, or any Intellectual Property Rights of the other Party.

9.2 Nothing in a Contract (including these Terms) shall give Supplier the right to (and Supplier shall not and shall ensure that its Associated Entities shall not): (i) use UCL’s name or any of UCL’s trademarks or logos; or (ii) refer to or name UCL as a client, customer or user of Supplier. The use of any of UCL’s name, trademark or the notation referencing UCL as a client, customer or user of Supplier, shall be subject to the Parties entering into a separate written agreement (signed by the Parties) in respect of such matters, which UCL may, or may not, require to be done, in its absolute discretion.

10. UCL Premises

10.1 In relation to UCL Premises that UCL permits Supplier to enter to enable it to supply the products under a Contract, Supplier shall ensure that all persons supplying the products are in compliance with the requirements in relation to its use of such premises (including the removal of any persons where required by UCL); and

10.2 UCL reserves the right to refuse entry to any of UCL Premises to any person(s) supplying products where UCL considers such admission to be undesirable, such refusal not to be vexatiously or spuriously exercised.

11. UCL Assets

11.1 In respect of a Contract, Supplier shall be responsible for providing at its own cost and expense all the assets, premises, equipment and tools necessary to supply the products in accordance with the Contract, other than any UCL Assets or any UCL Premises.

11.2 UCL may, in respect of a Contract and in its discretion, supply Supplier with information, materials, UCL Data, associated tools and equipment in connection with Supplier’s supply of products to UCL (UCL Assets). All UCL Assets are and will remain at all times the property of UCL and Supplier shall, in respect of the delivery or use of any such assets, return all UCL Assets (and all copies Supplier has made of all or any part of UCL Assets) to UCL on demand and, in any event, on termination of the Contract. Supplier may use UCL Assets only for the purpose of supplying products to UCL under the Contract and Supplier shall:

(a) maintain UCL Assets in good order and condition and make good any loss or damage to UCL Assets;

(b) comply with any and all reasonable instructions, conditions and security requirements in relation to the use of UCL Assets; and

(c) notify UCL immediately in writing (including by email) to Supplier by UCL.

12. Data protection

12.1 In respect of a Contract, the Contractor may require the Processing of Personal Data by Supplier on behalf of UCL. In such circumstances, UCL (i) alone shall determine the purposes for which and the manner in which Personal Data will be processed and Supplier shall:

(a) ensure that any Personal Data processed by Supplier is treated by Supplier as information of a confidential nature.

(b) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

(c) ensure that any Personal Data processed by Supplier is treated by Supplier as information of a confidential nature.

(d) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

(e) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

(f) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

(g) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

(h) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

(i) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

(j) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

(k) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

(l) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

(m) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

(n) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

(o) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

(p) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

(q) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

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(y) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

(z) ensure that any Personal Data processed by Supplier shall be stored, processed and handled in a manner that is secure, appropriate to the nature of the Personal Data and that adequate security measures are in place, including protection against unauthorised or unlawful processing and against loss, destruction or damage.

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Processed by Supplier on behalf of UCL under the Contract; and (ii) shall be the Controller and Supplier shall be UCL’s Processor in respect of all such Personal Data.

12.2 Where, under or in connection with a Contract, Supplier Processes Personal Data on behalf of UCL, Supplier shall Process Personal Data on behalf of UCL in connection with the provision of the products under the Contract for the duration of the Contract. Supplier shall Process Personal Data that will be Personal Data collected by or provided to Supplier in connection with the provision of the products and, unless otherwise stated in UCL’s purchase order or confirmatory email, as applicable, for the Contract, will: (a) be Personal Data of the UCL staff and/or students; its customers’ contacts; other commercial partners and/or other individuals that are the subject of, or otherwise connected with the provision of, all or any of the products; (b) consist of non-sensitive types of Personal Data, such as the Data Subjects’ names, addresses and email addresses; in some cases more sensitive types of Personal Data, such as health details and criminal convictions, and together with any other types of Personal Data that are required to be Processed in connection with the provision of the products.

12.3 Where, under or in connection with a Contract, Supplier Processes Personal Data on behalf of UCL as its Processor, Supplier shall: (a) comply with its obligations as a Processor under the Data Protection Laws to which Supplier is subject; (b) Process the Personal Data only (i) on the written instructions of UCL and to the extent reasonably necessary for the performance by Supplier of its obligations under the Contract; or (ii) as otherwise required by any law to which Supplier is subject, in which case Supplier shall inform UCL of that legal requirement before Processing the Personal Data (unless that law, on important grounds of public interest, prohibits Supplier from informing UCL); (c) immediately inform UCL if, in its opinion, Processing the Personal Data in accordance with a written instruction received from UCL or in the performance of its obligations under the Contract infringes Data Protection Laws to which either UCL or Supplier (in its capacity as a Processor) is subject; (d) not sell the Personal Data; (e) not disclose the Personal Data to any person except as required or permitted by the Contract or UCL’s prior written consent; (f) ensure that all persons authorised by Supplier to Process the Personal Data (including Supplier Personnel) (i) Process the Personal Data in accordance with the instructions of the Contract and, in particular, this Clause 12.3; and (ii) are under an appropriate contractual or other legal obligation to keep the Personal Data confidential; (g) taking into account the state of the art, the nature, scope, context and purposes of the Processing and the risks to Data Subjects, implement appropriate technical and organisational measures to ensure the security of the Personal Data and prevent Personal Data Breaches; (h) not engage another Processor to Process the Personal Data on behalf of UCL (Sub-processor) except with UCL’s prior written consent; (i) prior to engaging a Sub-processor, enter into a written contract with the Sub-processor that imposes on the Sub-processor obligations that are the same as, or more onerous than, the obligations imposed on Supplier under this Clause 12.3; and (ii) the Sub-processor shall remain fully liable and responsible for all acts and omissions of its Sub-processors and the acts and omissions of those employed or engaged by its Sub-processors as if they were its own; (j) not transfer or Process the Personal Data outside the UK, unless with UCL’s prior written consent; (k) provide such assistance and co-operation as UCL may require from time to time to enable the Personal Data to help UCL comply with its obligations under the Data Protection Laws to which it is subject, including its obligations in relation to: (i) keeping Personal Data secure; (ii) dealing with Data Subjects’ requests; (iii) carrying out data protection impact assessments; and (iv) dealing with requests from Data Subjects to exercise their legal rights in relation to their Personal Data. This shall include Supplier putting in place appropriate technical and organisational measures and entering into such other written agreements as may be required by UCL from time to time; and (l) promptly inform UCL of any breaches of the Data Protection Laws to which it is subject; (m) notify UCL without undue delay after, and in any event within 24 hours of, becoming aware of a Personal Data Breach in respect of the Personal Data; (n) at UCL’s option, permanently and securely delete or return to UCL all the Personal Data promptly on termination of the Contract and delete any existing copies of the Personal Data save to the extent that Supplier is required to retain copies of the Personal Data by any law to which Supplier is subject; (n) make available to UCL all information necessary to demonstrate its compliance with the provisions of this clause, including the burden placed on UCL of proof; and (o) co-operate with and assist UCL’s dealings with Regulatory Authorities to the extent the same are connected to the Processing of Personal Data under or in connection with the Contract; and (p) co-operate with and assist the data protection officer(s) appointed by UCL in connection with the Processing of Personal Data under or in connection with the Contract;

12.4 In respect of the Personal Data Supplier Processes on behalf of UCL as its Processor under the Contract, Supplier shall notify UCL, within 48 hours of Supplier’s receipt of the complaint, notice, communication or request. To the extent permitted by law, Supplier shall not respond to the complaint, notice or request without first consulting with UCL.

12.5 Supplier acknowledges and understands that Personal Data relating to Supplier’s employees, agents and contractors may be Processed by UCL in connection with the Contract as a Processor. Supplier shall inform each such Data Subject that its Personal Data may be Processed by UCL in connection with the Contract in the manner and for the purposes described in (i) UCL’s Privacy Notice, available at https://www.ucl.ac.uk/legal-services/privacy/general-privacy-notice; and (ii) any other privacy notices applicable to the Data Subject which are provided or made available to Supplier by UCL from time to time.

12.6 Supplier shall indemnify UCL against all costs (including the costs of defending legal action brought against UCL), damages, losses and expenses, suffered or incurred by UCL arising out of or in connection with a breach by Supplier of this Clause 12 under any Contract.

Confidentiality

13.1 Each Party shall hold in confidence all Confidential Information of the other Party.

13.2 Neither Party shall disclose to any third party any Confidential Information in relation to the other Party save as expressly set out in Clause 13.4 or with the prior express written permission of the other Party.

13.3 The provisions of Clauses 13.1 and 13.2 shall not apply to any information which: (a) becomes law or becomes public knowledge other than by breach of this Clause 13; (b) is already in the possession of a Party without restriction in relation to disclosing the same information to third parties; (c) is received from a third party (who, for the avoidance of doubt, is not an Associated Entity of the receiving Party) who lawfully acquired it and who is under no obligation restricting its disclosure.

13.4 A Party may disclose Confidential Information to the other Party: (a) to those of its officers, employees, professional advisors (including its auditors and legal advisers), insurers, Associated Entities, agents or sub-contractors as may be reasonably necessary for the purpose of fulfilling its obligations under a Contract or, in the case of professional advisors and insurers, for use in their professional capacity, provided that before any such disclosure that Party shall make such officers, professional advisors, insurers, Associated Entities, agents or sub-contractors aware of its obligations of confidentiality under the Contract and shall at all times procure compliance by those persons with them; or (b) where such disclosure is required by any law, court order or Regulatory Authority.

13.5 Without prejudice to the other rights of the disclosing Party, in the event of an unauthorised disclosure or use of its Confidential Information occurring directly or indirectly through disclosure made to the receiving Party, the receiving Party shall (as soon as practicable) notify the disclosing Party of such unauthorised disclosure and use all reasonable endeavours to assist the disclosing Party in recovering and preserving the Confidential Information.

13.6 No media releases, public announcements or public disclosures by Supplier or its employees, agents or sub-contractors shall be made without the prior written approval of UCL.

Freedom of Information

14.1 Supplier acknowledges that UCL is subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and co-operate with UCL (at Supplier’s expense) to enable UCL to comply with these information disclosure requirements.

14.2 In particular, in respect of a Contract, Supplier shall: (a) transfer any Request for Information to UCL as soon as reasonably practicable after receiving it and at any event within three Business Days of receiving the Request for Information; (b) provide UCL with a copy of all information in its possession or power in the form that UCL requires within five Business Days of UCL requesting that information; and (c) provide all necessary assistance as reasonably requested by UCL to enable UCL to respond to the Request for Information within the time for which UCL contracts to respond set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations.

14.3 UCL shall, in respect of a Contract, be responsible for determining at its absolute discretion whether any information is: (a) exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations; and (b) is to be disclosed in place of or on behalf of, or in accordance with, the terms of any agreement between Supplier and UCL.

14.4 In no event shall Supplier respond directly to a Request for Information unless it has received a written instruction from UCL to respond to the particular Request for Information.

14.5 Supplier acknowledges and agrees that UCL may, acting in accordance with the Cabinet Office’s Freedom of Information Code of Practice on the discharge of public authorities’ functions under Part 1 of FOIA (issued under section 45 of FOIA, July 2018), be obliged under FOIA or the Environmental Information Regulations to disclose information in respect of a Contract without consulting with Supplier or following consultation with Supplier and having taken its view into account.

Business continuity

15 In respect of a Contract, Supplier shall have in place a business continuity plan and a disaster recovery plan that is appropriate in the context of its obligations under the Contract and its business and shall implement it in accordance with its terms.

Compliance

16.1 In respect of a Contract, Supplier shall: (a) ensure that it has the legal right to supply the products to UCL; (b) ensure that it has obtained and shall maintain for the duration of the Contract all requisite regulatory and supervisory consents, licences, certificates and any other approval or authorisation necessary for it to carry out its obligations under the Contract; and (c) perform all of its obligations under the Contract in accordance with the terms and conditions of the Contract, the relevant UCL Policies and the Regulations (and all changes thereto).

16.2 In respect of a Contract, Supplier shall (i) comply, and shall procure that its employees, agents and sub-contractors comply with the UCL Policies and (ii) report to UCL any alleged or suspected violation of any of the UCL Policies as soon as reasonably practicable.

16.3 In respect of a Contract, Supplier shall: (a) comply with all Regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010;
(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
(c) comply with all ethical, anti-bribery and anti-corruption policies of UCL from time to time as force are provided to Supplier from time to time;
(d) have and shall maintain in place throughout the term of the Contract its own policies and procedures for the adequate personnel described in each of the Modern Slavery Act 2010, to ensure compliance with all Regulations relating to anti-bribery (including the UK Bribery Act 2010) and this Clause 16.3 and will enforce them where appropriate;
(e) promptly report to UCL any request or demand for any undue financial or other advantage of any kind received by, or on behalf of, any person associated with Supplier that is providing products in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Supplier in this Clause 16.3 (‘Relevant Terms’);
(f) ensure that any person associated with Supplier that is providing products in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Supplier in this Clause 16.3 (‘Relevant Terms’); and Supplier shall be responsible for the observance and performance by such person of the Relevant Terms, and shall be directly liable to UCL for any breach by such persons of any of the Relevant Terms.

16.4 For the purposes of Clause 16.3:
(a) the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 and the guidance issued under section 9 of that Act, sections 6(5) and 6(9) of that Act and section 8 of that Act respectively; and
(b) a person associated with Supplier includes any subcontractor of Supplier.

16.5 In performing its obligations under a Contract, Supplier shall, and (if applicable) shall ensure that each of its subcontractors shall, comply with the Modern Slavery Act 2015. In addition, Supplier represents, warrants and undertakes that:
(a) it conducts its business in a manner that is consistent with the Modern Slavery Act 2015; and
(b) neither Supplier nor any of its officers, employees or other persons associated with it (i) has been convicted of any offence involving slavery and human trafficking; and (ii) has been or is the subject of any investigation, inquiry, or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery or human trafficking.

16.6 Supplier shall, in respect of a Contract, implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains. In addition, Supplier shall implement an appropriate system of due diligence, audit and training designed to ensure compliance with the Modern Slavery Act 2015.

16.7 Supplier shall, in respect of a Contract, notify UCL as soon as it becomes aware of:
(a) any breach, or potential breach, of the Modern Slavery Act 2015; and/or
(b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract.

16.8 In respect of a Contract, Supplier shall:
(a) maintain a complete set of records to trace the supply chain of all products provided to Supplier under or in connection with the Contract with UCL;
(b) implement annual supplier and subcontractor audits, either directly or through a third-party auditor to monitor compliance with the Modern Slavery Act 2015; and
(d) keep a record of all training offered and completed by its employees to ensure compliance with the Modern Slavery Act 2015 and shall make a copy of the record available to UCL on request.

16.9 Supplier shall, in respect of a Contract, indemnify UCL against any losses, liabilities, damages, costs (including legal fees) and expenses suffered and/or incurred by, or any request or demand from, a third party to facilitate the evasion of tax, or any concerns that such a request or demand may have been made.

16.10 A breach of any one or more of Clauses 16.3 to 16.11 (inclusive) by Supplier shall be deemed to be an irredeemable material breach for the purposes of Clause 19.5(a).

17 In respect of a Contract, and except in relation to volunteers or apprentices or where specified in an agreement to cover such UCL (which may be by email), Supplier shall:
(a) ensure that the Supplier Personnel who are directly employed or engaged by Supplier in the performance of its services and all members of its Board of Directors engage in activities that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010;
(b) use reasonable endeavours to ensure that the Supplier Personnel who are employed or engaged on any other basis (including Supplier Personnel that are members of the Supplier Personnel that spends the majority of their time working from the City of London or Greater London; and (ii) the UK’s ‘Real Living Wage’ shall be a real living wage and shall apply to any member of the Supplier Personnel who is self-employed or engaged by any of Supplier’s obligations under a Contract, the higher of:
(a) any minimum wage (such as the UK’s national living wage) that applies in respect of the member of the Supplier Personnel pursuant to the Regulations (as amended from time to time); and
(b) any real living wage (or similar living wage that is intended to adequately cover necessary living costs) that, by virtue of the location from which the member of the Supplier Personnel performs their role in respect of the

18 In respect of a Contract, which identifies at any time that Supplier is subject to an Adverse Credit Scoring, UCL may exercise one or both of the following options:
(a) require that Supplier negotiate in good faith an amendment to the Contract to the satisfaction of UCL (in its absolute discretion) that alleviates the effect of, or removes, Supplier’s Adverse Credit Scoring; and/or
(b) no such amendment is made to the Contract within 30 days, or if UCL chooses not to require Supplier to negotiate, terminate the Contract by giving Supplier not less than 14 days’ prior written notice of such termination.

19 Term and Termination

19.1 In respect of a Contract, the Contract shall commence on the date that it is made and shall continue for a term of years as stated in the Contract (the ‘Term’), unless it is terminated earlier in accordance with the provisions of the Contract or otherwise in law and equity.

19.2 A Contract shall automatically terminate on the date upon which all products have been delivered in accordance with the provisions of the Contract.

19.3 In respect of a Contract, and notwithstanding any other provision of the Contract shall cease or end:
(a) in the event of Supplier becoming subject to any arrangement, scheme or proceeding under any law or equity (whether in or out of court, including any voluntary arrangement or being wound up, a company voluntary arrangement, a scheme of arrangement, an administration order or an order for administration, a scheme of arrangement under the Administration Act 1986, a voluntary winding up, a compulsory winding up, a company receivership, a winding up order, a company voluntary arrangement, a company for the purposes of amalgamation or reconstruction); an order for the appointment of an administrator to manage the affairs, business and property of the other Party or notice of intention to appoint an administrator is given by the other Party or its partners or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the insolvency Act 1986); the other Party takes steps to enter into a company voluntary arrangement, a scheme of arrangement under Part 26 Companies Act 2006 or any analogous compromise or arrangement (whether formal or informal) with any of its creditors (other than (in any such case) a voluntary winding up of a solvent company for the purposes of amalgamation or reconstruction); an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party or notice of intention to appoint an administrator is given by the other Party or its directors/partners or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the insolvency Act 1986); or any such order is made or steps are taken to enter into a company voluntary arrangement, a scheme of arrangement under Part 26 Companies Act 2006 or any analogous compromise or arrangement that imposes on and secures from such person terms equivalent to those imposed on Supplier in this Clause 16.3 (‘Relevant Terms’); an order is made for the appointment of a receiver, liquidator or administrator is appointed for the other Party or the other Party passes a resolution for the appointment of a liquidator (other than (in any such case) a voluntary winding up of a solvent company for the purposes of amalgamation or reconstruction);
(b) the other Party repeatedly breaches any of the terms in the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
(c) a receiver, liquidator or administrator is appointed for the other Party or the other Party passes a resolution for the appointment of a liquidator (other than (in any such case) a voluntary winding up of a solvent company for the purposes of amalgamation or reconstruction); or
(d) the other Party is unable or admits, or any request or demand from, a third party to facilitate the evasion of tax, or any concerns that such a request or demand may have been made.

20 Insurance

In respect of a Contract, Supplier shall maintain, and Supplier shall ensure that Supplier’s sub-contractors maintain, adequate and valid public liability, professional indemnity and product liability insurance cover with a reputable insurer and/or insurance broker to cover Supplier and UCL (whether in respect of a Contract or otherwise) for all claims or losses in connection with the performance of any of Supplier’s obligations under a Contract, and Supplier shall procure that its employees, subcontractors and other suppliers shall comply with all conditions of its insurance policies listed in this Clause 20 and shall not do or omit to do, nor permit or suffer to be done or omitted, anything which may or shall invalidate any insurance or renders any insurance purchased by Supplier or any member of its Board of Directors or employed or engaged by any of Supplier’s obligations under a Contract, voidable or invalidable and subrogate any or all of those insurances by any means whatever. Supplier shall prevent the payment of any insurance monies payable under those insurance policies. In particular, Supplier shall ensure that it pays all premiums, excesses and other sums payable in accordance with all provisions of said insurance policy. In addition, on UCL’s request, Supplier shall promptly provide full details of such cover and proof of the payment of premiums to UCL.
that cannot be limited or excluded by law; and (iv) Supplier's liability under Clauses 5.2, 5.7, 9, 12, 13, 16.3 to 16.12 (inclusive) and 21.4.

21.2 Subject to Clause 21.1, neither Party shall be liable to the other for any indirect or consequential loss or damage in connection with these Terms or any Contract.

21.3 In respect of a Contract and subject to Clause 21.1, each Party's total aggregate liability to the other Party under or in connection with the Contract (whether such liability arises under any statute or in contract, tort (including negligence) or otherwise) shall be limited to an amount equal to 200% of the total aggregate charges paid and/or payable by UCL to Supplier for the products under the Contract.

21.4 Supplier shall, in respect of a Contract, indemnify UCL against all costs (including the cost of defending any legal action brought against UCL), damages, losses and expenses suffered or incurred by UCL arising out of or in connection with any death, personal injury and/or loss or damage to property; (i) caused by any default of Supplier or any Supplier Personnel in connection with the performance or purported performance of the Contract; (ii) suffered by any Supplier Personnel in the course of supplying the products and/or whilst on any UCL Premises; and/or (iii) caused by any fraud or wilful default by Supplier, its employees or sub-contractors.

22. Force majeure

22.1 Neither Party shall be liable to the other Party for any delay or failure to perform any obligation under a Contract to the extent that and for so long as the delay or failure is caused by a Force Majeure Event with effect on and from the date that the Force Majeure Event is caused by a Force Majeure Event.

22.2 Where a Party affected by a Force Majeure Event seeks to rely on the provisions of Clause 22.1 (Affected Party), the Affected Party shall:

(a) give notice to the other Party (Non-Affected Party) as soon as reasonably possible of:
   (i) the details of a Force Majeure Event, including the date it first occurred and its anticipated duration;
   (ii) the way in which, and extent to which, the performance of the Affected Party's obligations are likely to be affected by the Force Majeure Event;
   and
   (iii) any action that the Affected Party proposes to take to mitigate the effect of the Force Majeure Event;

(b) regularly update the information provided under Clause 22.2(a) throughout the period during which the performance of its obligations is affected;

(c) use reasonable endeavours in accordance with Good Industry Practice to continue to perform or resume the performance of its obligations under the Contract, including (where the Affected Party is Supplier) through the proper implementation of its business continuity plan; and

(d) notify the Non-Affected Party (i) that the Force Majeure Event has ended promptly following its ending; and (ii) of the date when it resumes proper performance of the affected obligations in accordance with the provisions of the relevant Contract.

22.3 Where, in respect of a Force Majeure Event, the Non-Affected Party is UCL and the Force Majeure Event (i) continues for a period of 30 days or more; and (ii) materially affects the performance of the relevant Contract in accordance with its terms, then UCL may terminate the Contract with immediate effect or on a specified date by giving notice of such termination to Supplier.

23. Resolution of disputes

23.1 All disputes arising under or in connection with these Terms or any Contract shall be referred to UCL's Commercial Director and a senior representative nominated by Supplier (Representatives) for resolution. The Representatives shall meet to resolve the dispute as soon as reasonably practicable after referral and in any event within seven days of such referral.

23.2 If a dispute is not resolved within 20 days of the dispute first being referred to the Representatives for resolution under Clause 23.1 then the Parties shall be entitled to commence legal proceedings in connection with the dispute or to settle the dispute through any other alternative dispute resolution procedure that the Parties may agree in relation to the dispute.

23.3 The performance of the respective Parties' obligations under a Contract shall not cease or be delayed by this dispute resolution procedure and each Party shall continue to fulfil its obligations under the Contract.

23.4 The existence of a dispute and all negotiations connected with such dispute shall at all times be and remain confidential subject to and in accordance with Clause 13. Nothing in this Clause 23 shall prevent either Party at any time from applying for any interim remedy pursuant to Part 25 of the Civil Procedure Rules (including injunctive relief).

24. General

24.1 Supplier shall not assign or dispose of, or sub-contract, any of Supplier's rights or obligations under these Terms or any Contract without UCL's prior written consent.

24.2 Supplier will in all cases act as principal in respect of a Contract and Supplier shall be responsible and liable to UCL for the acts and omissions of Supplier's employees, agents and sub-contractors. An obligation on Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon Supplier to procure that Supplier's employees, staff, agents and Supplier's sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

24.3 A person who is not a party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Contract.

24.4 Except as otherwise expressly agreed in writing, all remedies available to Supplier or to UCL for breach of these Terms or any Contract are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

24.5 Except as otherwise expressly agreed in writing, nothing in these Terms or any Contract shall be construed as giving rise to the relationship of principal and agent or partnership or joint venture.

24.6 No delay or failure by a Party in exercising or enforcing any right or remedy under these Terms or any Contract will be deemed to be a waiver of any such right or remedy, nor will that failure operate to bar the exercise or enforcement of such right or remedy at any future time.

24.7 All notices required by these Terms and any Contract shall be in writing and shall be sent to the respective Parties at their registered address, or to such other addresses as may be designated by the Parties in writing from time to time in accordance with this Clause 24.7 (i) by hand; (ii) by post, postage prepaid; (iii) by courier service, service fee prepaid; or (iv) by email (provided that a copy of the notice is also sent by post, postage prepaid). All notices shall be deemed received (i) if given by hand, immediately; (ii) if given by post, the third day following posting of the copy of the notice. This Clause 24.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other formal method of dispute resolution.

24.8 A variation to any Contract will only be effective if it is recorded in writing and signed by an authorised representative of each of the Parties.

24.9 Any right or provision of these Terms or any Contract is or becomes invalid, illegal, or unenforceable, 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 or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 24.9 shall not affect the validity and enforceability of the rest of these Terms or any Contract.

24.10 Respect of a Contract, the Contract shall be made up of these Terms and UCL's purchase order or confirmatory email, as applicable, for the Contract and shall constitute the entire agreement between the Parties in respect of the products purchased under it, to the exclusion of all other terms and conditions which Supplier may purport to apply under any quotation, offer, confirmation of order or similar document.

24.11 These Terms and each Contract and any non-contractual obligations arising out of or in connection with the same shall be governed by and construed in accordance with the laws of England and Wales and, except as set out in Clause 24.12, UCL and Supplier hereby submit to the exclusive jurisdiction of the courts of England and Wales in respect of the same.

24.12 If Supplier breaches these Terms or any Contract, then Supplier acknowledges and agrees that UCL may bring a claim against Supplier for the breach in any jurisdiction in which Supplier or any of its assets are located.