

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS & SERVICES

- 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 and services.
- 2 Definitions**
In these Terms:
- 2.1 unless the context otherwise requires, the following expressions shall have the following meanings:
- Adverse Credit Scoring** means a credit score, according to a Credit Ratings Agency, that is worse than 'moderate' or 'average' risk;
- Affected Party** has the meaning given in Clause 23.2;
- 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 and Wales;
- 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: (i) 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** has 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 arrangement) 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; (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 **Controls** 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 Ratings 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;
- Deliverables** means, in respect of a Contract, any materials, items, documents or deliverables prepared by or on behalf of Supplier, or otherwise delivered to UCL, as part of the provision of any services pursuant to the Contract;
- 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 regulations;
- FOIA** means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner's Office or 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 or preparation for war, armed conflict, flood, earthquake, windstorm, or other natural disaster, sabotage, riot, insurrection, civil commotion, civil unrest, martial 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, methods and 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 designs and 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 23.2;
- Parties** means Supplier and UCL and **Party** shall mean either Supplier or UCL, as the context so requires;
- 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 which is 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;
- Processor** means a person which Processes Personal Data on behalf of a Controller;
- Regulations** means all applicable laws, statutory and other rules, regulations, instruments and provisions in force from time to time, including the rules, codes of conduct, codes of practice, guidance, practice requirements and accreditation terms stipulated by any Regulatory Authority from time to time;
- Regulatory Authorities** means competent regulatory authorities that have responsibility for regulating the businesses of either Party from time to time;
- Request for Information** means a request for information under FOIA or the Environmental Information Regulations;
- Sub-processor** has the meaning given in Clause 13.3(h);
- Supplier** means any person who enters into a Contract with UCL in accordance with Clause 4.2;
- Supplier Personnel** means all persons engaged in the carrying out of Supplier's obligations under a Contract;
- Terms** means these terms and conditions, which are UCL's standard terms and conditions of purchase;
- UCL** has the meaning given in Clause 1;
- UCL Assets** has the meaning given in Clause 12.2;
- UCL Data** means, in respect of a Contract, all data (including Personal Data), information, text, drawings, diagrams, documents and images which are embodied in any electronic or tangible medium and which are:
- (a) made available by or on behalf of UCL to Supplier, or otherwise accessed, obtained, used, or held by Supplier in connection with the performance of its obligations under the Contract; and/or
- (b) created, generated, modified, maintained, stored and/or otherwise processed by or on behalf of Supplier in connection with the performance of its obligations under the Contract;
- UCL Policies** means the policies, procedures and compliance requirements of UCL, as determined by UCL and published on UCL's policies webpage from time to time, which webpage is available at <https://www.ucl.ac.uk/commercial-procurement/ucls-supply-chain-policy/values-and-policies>; and
- UCL Premises** means premises owned, leased, licensed, or occupied by UCL;
- 2.2 words importing the singular shall include the plural and vice versa and words importing **persons** shall include bodies corporate, unincorporated associations and partnerships;
- 2.3 any reference to a statute, statutory provision or subordinate legislation is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;
- 2.4 any phrase introduced by the terms **including**, **include**, **in particular**, **such as** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 2.5 references to **Clauses** are references to clauses of these Terms and headings are included for ease of reference only and shall not affect the interpretation or construction of these Terms.
- 3 Application**
- 3.1 These Terms are the terms and conditions, as updated from time to time by notice to Supplier, upon which UCL is willing to buy products and/or services from Supplier and they will apply to all dealings between UCL and Supplier 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. No variation to these Terms will be binding unless confirmed in writing by UCL. UCL and Supplier agree that these Terms will take precedence over any prior written contract and/or other agreement existing between the Parties, including any such prior contracts and agreements for the sale and purchase of the type of products and/or services that are the subject of any Contract(s) from time to time.
- 4 Orders**
- 4.1 UCL makes an offer for the purchase of products and/or services by either submitting a valid UCL purchase order, or sending a valid email confirming UCL's offer to purchase, to Supplier. A purchase order or confirmatory email will, as a minimum, specify the type and number of any products and/or the details of any services UCL wishes to buy and the price UCL is willing to pay for those products and/or services. A purchase order or confirmatory email will only be valid if it is submitted or sent, as applicable, by an authorised representative of UCL. If Supplier is uncertain as to whether a purchase order or confirmatory email is valid, Supplier shall contact an authorised representative of UCL for written confirmation that the purchase order or confirmatory email is valid. UCL will not be deemed to make a valid offer to Supplier for the purchase of products and/or services unless it is made in accordance with this Clause 4.1. All offers made by UCL under these Terms are made on a non-exclusive basis.
- 4.2 Supplier must notify UCL of its unconditional acceptance or rejection of UCL's offer in writing (which may be by email) within five days of the date the offer is made by UCL or such other period as UCL may agree in writing (including by email). If UCL does not receive Supplier's acceptance or rejection of UCL's offer within five days of the date UCL makes the offer, or Supplier starts to perform the

relevant services or supply the relevant products, then Supplier will be deemed to have unconditionally accepted UCL's offer. Any attempt by Supplier to accept UCL's offer on terms that are different to UCL's original offer as set out in its purchase order or confirmatory email, as applicable, will be deemed to be a rejection of UCL's 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 and/or services specified in the purchase order or confirmatory email, as applicable. Each Contract is subject to these Terms to the exclusion of all 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).

- 4.3 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 Clauses 10.7 and 20.3; (ii) the provisions of the UCL purchase order or confirmatory email, as applicable; and (iii) the other provisions of these Terms.
- 4.4 If Supplier rejects, or is deemed to reject, UCL's original offer but supplies the products and/or services specified in UCL's purchase order or confirmatory email, as applicable, then UCL may in its discretion accept those products and/or services and UCL's original offer and these Terms will be deemed to apply to such supply.
- 4.5 UCL retains the right to have any and all products and/or services supplied to UCL pursuant to an offer that is not, or is not deemed by UCL to be, a valid offer removed and/or cancelled at Supplier's sole expense.
- 4.6 UCL may cancel (terminate) a Contract (or any part thereof) in respect of all or any of the:
- (a) products to be delivered under the Contract by giving Supplier notice of the cancellation at any time before those products (or any part thereof) have been delivered; and/or
 - (b) services to be performed under the Contract by giving Supplier notice of the cancellation at any time before those services (or any part thereof) have been performed,
- and UCL will not be liable to pay for those products and/or services that have been so cancelled in accordance with this Clause 4.6.

5 Supply of products

- 5.1 In respect of a Contract, and irrespective of whether UCL has accepted any products supplied by Supplier pursuant to the Contract, Supplier shall ensure that each product Supplier supplies to UCL under the Contract:
- (a) is properly and securely packed in accordance with the currently applicable national and international standards;
 - (b) corresponds with (i) its description and any applicable specification set out (or referred to) in UCL's purchase order or confirmatory email, as applicable; and (ii) any relevant samples;
 - (c) is of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by Supplier or made known to Supplier by UCL (expressly or impliedly) prior to or at the time the Contract is made;
 - (d) unless agreed otherwise by UCL in writing, is new and, where appropriate, carries the UKCA (UK Conformity Assessed) marking or, for so long as the CE marking remains valid in the UK in respect of the relevant products, the "CE" marking;
 - (e) is free from defects in design, materials and workmanship and remains so for at least 12 months after the date of delivery; and
 - (f) complies with all Regulations relating to the manufacture, labelling, packaging, storage, handling and delivery of the product.
- 5.2 In respect of a Contract, Supplier shall ensure that (i) it has the legal right to sell the products to UCL; and (ii) the products Supplier supplies, and any person's use of the same, does not infringe any rights (including any Intellectual Property Rights) of a third party. Supplier shall also advise UCL in writing (which may be by email) of any hazards relating to the transport, handling, storage, and/or use of each type of product supplied under a Contract.
- 5.3 Supplier shall deliver the products under a Contract on the date, to the destination and during the delivery hours specified in UCL's purchase order or confirmatory email, as applicable, for the Contract. Where no delivery date, destination and/or delivery time is specified in the purchase order or confirmatory email, Supplier shall deliver the products during UCL's normal business hours within 10 days of the date the Contract is made in accordance with Clause 4 to the destination notified to Supplier by UCL or otherwise in accordance with UCL's written instructions. Supplier shall ensure that a delivery note accompanies each delivery made pursuant to a Contract and which sets out: (i) the date of the Contract; (ii) UCL's purchase order number (where provided by UCL); (iii) the type and quantity of the product(s), including the code number of each product (where applicable); (iv) details of any special storage or handling instructions; and (v) if the products are being delivered by instalment, details of the number of products being delivered and the remaining balance of products to be delivered in the future (if any).
- 5.4 Supplier shall not deliver products under a Contract in instalments without UCL's prior written consent. UCL may treat any delivery of products in instalments without its prior written consent as an irremediable material breach of the Contract and terminate the Contract in accordance with Clause 20.
- 5.5 If products are to be delivered under a Contract in instalments, then the Contract will be treated as a single contract and will not be severable. If UCL's purchase order or confirmatory email, as applicable, for the Contract includes specific details about how products are to be delivered (for example "x" number of products to be delivered on each pallet or in each box) then Supplier shall ensure that its delivery complies with those details.
- 5.6 In respect of each product (to be) supplied by Supplier pursuant to a Contract, risk of loss of or damage to the product will pass to UCL upon delivery in accordance with the Contract. Title to each such product will pass to UCL upon delivery unless payment for the product is made prior to delivery, in which case title to the product will pass to UCL at the time payment is made.

6 Performance of services

- 6.1 In respect of a Contract, and irrespective of whether UCL has accepted any services (including any Deliverables) provided by Supplier pursuant to the Contract, Supplier shall, in respect of all services it performs for UCL under the Contract:
- (a) be responsible for providing at its own cost and expense all the personnel necessary to perform the services in accordance with the provisions of the Contract;
 - (b) use appropriately experienced, qualified and trained personnel to perform the services that are familiar, where appropriate, with UCL's requirements under the Contract;
 - (c) perform the services in accordance with the Regulations and Good Industry Practice;
 - (d) ensure that the services (including any Deliverables) corresponds with any services description and/or specification set out (or referred to) in UCL's purchase order or confirmatory email, as applicable;

- (e) comply with any reasonable instructions given to it from time to time by UCL concerning the provision of the services within a reasonable period of the instructions being given (taking into account the nature and extent of the instructions);
 - (f) in providing the services, act in good faith and co-operate fully, and procure that each of its employees, agents and sub-contractors co-operate fully, with UCL's employees, agents and sub-contractors; and
 - (g) observe fully all reasonable requirements and procedures notified to Supplier by UCL, including any health and safety and security requirements.
- 6.2 Supplier shall perform services under a Contract within the period stated on UCL's purchase order or confirmatory email, as applicable, for the Contract. Where the services are to be performed at any UCL Premises then Supplier will carry them out during UCL's usual business hours. If the purchase order or confirmatory email does not specify a date by when the services are to be completed, then Supplier must complete them within a reasonable time of the date when the Contract is made or otherwise in accordance with UCL's written instructions.
- 6.3 If services under a Contract are provided in instalments, then the Contract will be treated as a single contract and will not be severable. If the purchase order or confirmatory email, as applicable, for the Contract includes specific details about how the services are to be delivered, then Supplier shall ensure that its performance of the services complies with those details.
- 6.4 If, in respect of a Contract, as a result of Supplier ceasing to provide all or any of the services and UCL and/or a replacement provider carrying out the same or substantially the same services instead, the contract of any person engaged in carrying out the services transfers or is alleged to transfer by operation of law to UCL or the replacement provider then Supplier shall indemnify UCL from and against all losses, costs (including legal costs) damages and expenses suffered or incurred by UCL and/or any replacement provider arising out of or in connection with the transfer or alleged transfer, including all losses, costs (including legal costs), damages and expenses suffered or incurred by UCL and/or the replacement provider arising out of or in connection with: (i) any act or omission by any employer of any person whose contract transfers by operation of law to UCL or the replacement provider (**Relevant Person**) which gives rise to a liability to any person and which is deemed an act or omission of UCL or the replacement provider by operation of law; (ii) any claim by any person that their engagement has or should have transferred to UCL or the replacement provider by operation of law; (iii) any act or omission by UCL or the replacement provider which gives rise to a claim by the Relevant Person; and/or (iv) the termination of any Relevant Person's contract by UCL or the replacement provider.

7 Problems with products or services

- 7.1 UCL will not be deemed to have accepted any:
- (a) products under a Contract until UCL has had a reasonable amount of time to inspect them following delivery; or
 - (b) services (including any Deliverables) under a Contract until UCL has had a reasonable amount of time to inspect the results and output of the services (including any Deliverables) following performance,
- or, if later and in each case, within a reasonable time after UCL becomes aware of any latent defect in connection with the same.
- 7.2 If, in respect of a Contract, any products or services (including any Deliverables) are not supplied or performed in accordance with the provisions of the Contract then UCL may, in addition to its other rights (and irrespective of whether or not UCL has accepted such products and/or services):
- (a) refuse to accept any subsequent delivery of products or services (including any Deliverables) which Supplier attempts to make;
 - (b) require a refund from Supplier of sums paid in advance for products or services that Supplier has not provided;
 - (c) recover from Supplier any costs incurred by UCL in obtaining substitute products or services from a third party;
 - (d) require Supplier to repair the products or to supply replacement products or services (including Deliverables) in accordance with the Contract;
 - (e) claim damages for any additional costs, loss or expenses incurred by UCL which are in any way attributable to Supplier's failure to carry out its obligations under the Contract; and/or
 - (f) terminate the Contract and require the repayment of any part of the charges that UCL has paid Supplier for the products and services.

8 Charges

- 8.1 The charge for each product or service under a Contract, as applicable, shall be the charge for the product or service set out in UCL's purchase order or confirmatory email, as applicable, for the Contract.
- 8.2 The charges for products and services set out in Clause 8.1 will apply irrespective of any charges that Supplier may include on any quotation, offer, confirmation of order or similar document.
- 8.3 In respect of a Contract, all charges are:
- (a) exclusive of any applicable value added tax (which will be payable by UCL subject to UCL receiving a valid value added tax invoice from Supplier); and
 - (b) inclusive of all charges for packaging, packing, insurance and delivery of the products and any duties, taxes or levies other than value added tax.
- 8.4 Details of the charges UCL pays Supplier for products and/or services under a Contract shall be treated by Supplier as information of a confidential nature.
- 8.5 In respect of a Contract, except as otherwise expressly set out in the Contract:
- (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/or performance of services; and
 - (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 Payment

- 9.1 In respect of a Contract, unless otherwise stated in UCL's purchase order or confirmatory email, as applicable, for the Contract:
- (a) Supplier may invoice UCL for the products UCL orders at any time after delivery of the products;
 - (b) Supplier may invoice UCL for the services UCL orders at any time after completion of the services;
 - (c) all invoices must be sent by Supplier to: apinvoices@ucl.ac.uk;
 - (d) UCL will pay all undisputed sums set out in an invoice within 30 days of receiving it; and
 - (e) UCL will make payment in pounds sterling.

- 9.2 Each invoice submitted under a Contract must refer to the products supplied and/or services performed and state the unique purchase order number to which it relates.
- 9.3 In respect of a Contract, UCL may withhold payment of any disputed sums and UCL may deduct from any monies UCL owes Supplier under the Contract any monies Supplier owes UCL.
- 9.4 If payment is not made when due under a Contract pursuant to this Clause 9, Supplier may charge interest at 3% per annum above the base rate of Barclays Bank at the time on all such unpaid amounts in relation to the period between the date payment becomes overdue and the date payment is made in full.
- 10 **Intellectual Property Rights**
- 10.1 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 or to, any Intellectual Property Rights of the other Party.
- 10.2 In respect of a Contract and notwithstanding Clause 10.1:
- (a) all Foreground Intellectual Property is to be owned by UCL and Supplier hereby assigns to UCL (by way of present and, where appropriate, future assignment) with full title guarantee all Foreground Intellectual Property;
- (b) Supplier shall procure, to the extent permitted by the Regulations, that the authors of the Foreground Intellectual Property have irrevocably and unconditionally waived all moral rights and any rights of a like nature vesting in them in any part of the world in connection with their authorship of the whole or any part of the Foreground Intellectual Property, including the right to be identified as the author of the Foreground Intellectual Property (or any part of it) and the right not to have the Foreground Intellectual Property (or any part of it) subjected to derogatory treatment;
- (c) Supplier shall do all such further acts and execute such further deeds and documents as may be necessary or desirable to fully and effectively vest in UCL the rights specified in this Clause 10.2 and in order for UCL to apply for, and obtain, registrations in respect of such rights; and
- (d) UCL grants to Supplier a limited, royalty-free, non-exclusive and personal licence to use the Foreground Intellectual Property assigned to UCL pursuant to this Clause 10.2 for the sole purpose of performing the services (including preparing the Deliverables) under and in accordance with the terms and conditions of the Contract.
- 10.3 In respect of a Contract:
- (a) all Background Intellectual Property is and shall remain the property of the Party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived) and nothing in the Contract shall operate to transfer any Background Intellectual Property of one Party to the other Party;
- (b) UCL grants to Supplier a limited, royalty-free, non-exclusive and personal licence to use its Background Intellectual Property for the sole purpose of Supplier performing the services (including preparing the Deliverables) under and in accordance with the terms and conditions of the Contract; and
- (c) Supplier grants to UCL a royalty-free, worldwide, non-exclusive, perpetual and irrevocable licence to use (and allow others to use) its Background Intellectual Property to the extent required for UCL to use and exploit (and allow others to use and exploit) the Deliverables (including the Foreground Intellectual Property) in any manner of UCL's choosing.
- 10.4 Supplier warrants and undertakes to UCL that it has the right to (i) assign to UCL the Foreground Intellectual Property in accordance with Clause 10.2; and (ii) licence UCL to use and exploit (and to allow others to use and exploit) its Background Intellectual Property in accordance with Clause 10.3.
- 10.5 In respect of a Contract:
- (a) Supplier undertakes that the products and/or services (including any Deliverables) Supplier supplies to UCL and any person's use of the same shall not infringe any rights (including any Intellectual Property Rights) of any third party; and
- (b) Supplier shall 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 claim made or threatened alleging that the products and/or services (including any Deliverables) and/or the use or receipt of the same (or any part of them) constitutes an infringement or other violation of any rights (including any Intellectual Property Rights) of any third party,
- provided that the foregoing undertaking and indemnity shall not apply to the extent that the alleged infringement or other violation of any rights (including any Intellectual Property Rights) of a third party relates to any Background Intellectual Property of UCL that has been supplied or made available by UCL to Supplier for use in connection with the performance of services under the Contract (where applicable).
- 10.6 For the purposes of these Terms:
- (a) **Background Intellectual Property** means, in respect of a Deliverable, any Intellectual Property Rights subsisting in the Deliverable other than any Foreground Intellectual Property; and
- (b) **Foreground Intellectual Property** means, in respect of a Deliverable, any Intellectual Property Rights subsisting in the Deliverable that are obtained by, or that are created by or on behalf of, Supplier exclusively in the performance of the services under the relevant Contract.
- 10.7 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, trademarks and/or logos, and the reference to or naming of 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 do, or may refuse to do, in its absolute discretion.
- 11 **UCL Premises**
- 11.1 In relation to UCL Premises that UCL permits Supplier to enter to enable it to supply the products or carry out the services under a Contract, Supplier shall ensure that all persons supplying the products or carrying out the services on such premises:
- (a) comply with the security and safety policies and regulations from time to time in force on those premises and all instructions of UCL notified to Supplier in relation to its access to such premises (including the removal of any persons where required by UCL); and
- (b) leave such premises in no worse condition than the condition of the premises prior to the commencement of the supply of products or provisions of the services (fair wear and tear excepted).
- 11.2 UCL reserves the right to refuse entry to any of UCL Premises to any person(s) supplying products or carrying out services where UCL considers such admission to be undesirable, such refusal not to be vexatiously or spuriously exercised.
- 12 **UCL Assets**
- 12.1 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 perform the services or supply the products in accordance with the Contract, other than any UCL Assets or any UCL Premises.
- 12.2 UCL may, in respect of a Contract and in its discretion, supply Supplier with information, materials, UCL Data, assets, equipment and tools in connection with Supplier's supply of products and/or provision of services to UCL (**UCL Assets**). All UCL Assets are and will remain at all times property of UCL and Supplier shall, in respect of a Contract, 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 and/or providing services 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; and
- (b) comply with any and all reasonable instructions, conditions and security requirements in relation to its use of UCL Assets as shall from time to time be notified in writing (including by email) to Supplier by UCL.
- 13 **Data protection**
- 13.1 In respect of a Contract, the Contract 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 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.
- 13.2 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 and/or services under the Contract for the duration of the Contract. The Personal Data Supplier Processes will be Personal Data collected by or provided to Supplier in connection with the provision of the products and/or services 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's staff and/or students; its customers', contractors' or commercial partners' staff; and/or other individuals that are the subject of all or any of the products and/or services; and
- (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 data; together with any other types of Personal Data that are required to be Processed in connection with the provision of the products and/or services.
- 13.3 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 provisions of the Contract and, in particular, this Clause 13.3; 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 13. Supplier 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, nor disclose the Personal Data to any party located outside the UK, except with UCL's prior written consent. Where such consent is given by UCL, Supplier shall take such actions and enter into such written agreements as UCL may require in order to help ensure that such transfer, disclosure, or Processing complies with the Data Protection Laws to which UCL is subject;
- (k) provide such assistance and co-operation as UCL may require from time to time in relation to 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 Personal Data Breaches; (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 to enable UCL to comply with the Data Protection Laws to which it is subject;

- (l) 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;
- (m) 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 its obligations under this Clause 13 and allow for and contribute to audits, including inspections, conducted by UCL or its representatives;
- (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.
- 13.4 In respect of the Personal Data Supplier Processes on behalf of UCL as its Processor under the Contract, Supplier shall notify UCL of any:
- (a) complaint, notice or other communication it receives that relates to the Personal Data or to Supplier's or UCL's compliance with the Data Protection Laws to which it is subject; or
- (b) request it receives from a Data Subject to exercise its legal rights in relation to the Personal Data,
- 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, communication or request without first consulting with UCL.
- 13.5 Supplier acknowledges and understands that Personal Data relating to Supplier's employees, agents and contractors may be Processed by UCL in connection with a Contract as a Controller. 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.
- 13.6 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 13 under any Contract.
- 14 **Confidentiality**
- 14.1 Each Party shall hold in confidence all Confidential Information of the other Party.
- 14.2 Neither Party shall disclose to any third party any Confidential Information in relation to the other Party save as expressly set out in Clause 14.4 or with the prior express written permission of the other Party.
- 14.3 The provisions of Clauses 14.1 and 14.2 shall not apply to any information which:
- (a) is or becomes public knowledge other than by breach of this Clause 14;
- (b) is already in the possession of a Party without restriction in relation to disclosure before the date of its receipt from the other Party or one of its Associated Entities; or
- (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 or developed it and who is under no obligation restricting its disclosure.
- 14.4 A Party may disclose Confidential Information in relation to the other Party:
- (a) to those of its officers, employees, professional advisers (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 advisers and insurers, for use in their professional capacity, provided that before any such disclosure that Party shall make such officers, employees, professional advisers, insurers, Associated Entities, or 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.
- 14.5 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 it becomes aware of the same) notify the disclosing Party of such unauthorised disclosure and use all reasonable endeavours to assist the disclosing Party in recovering and preventing the use of, dissemination, sale or other disposal of such Confidential Information.
- 14.6 No media releases, public announcements or public disclosures by Supplier or its employees, agents or sub-contractors relating to a Contract may be made without the prior written approval of UCL.
- 15 **Freedom of Information**
- 15.1 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.
- 15.2 In particular, in respect of a Contract, Supplier shall:
- (a) transfer any Request for Information to UCL as soon as reasonably practicable after receipt and in 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 compliance set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations.
- 15.3 UCL shall, in respect of a Contract, be responsible for determining at its absolute discretion whether any information:
- (a) is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations; and
- (b) is to be disclosed in response to a Request for Information.
- 15.4 In no event shall Supplier respond directly to a Request for Information unless expressly authorised to do so by UCL.
- 15.5 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.
- 16 **Business continuity**
- 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.
- 17 **Compliance**
- 17.1 In respect of a Contract, Supplier shall:
- (a) ensure that it has the legal right to supply the products to UCL and/or perform the services for UCL;
- (b) ensure that it has obtained and shall maintain for the duration of the Contract all requisite regulatory and supervisory consents, licences, registrations and approvals necessary for it to carry out its obligations under the Contract; and
- (c) perform all of its obligations under the Contract in accordance with (i) the terms and conditions of the Contract; (ii) Good Industry Practice; and (iii) the Regulations (and all changes thereto).
- 17.2 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.
- 17.3 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 such ethics, anti-bribery and anti-corruption policies of UCL from time to time in force as 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, including adequate procedures under the Bribery Act 2010, to ensure compliance with all Regulations relating to anti-bribery (including the UK Bribery Act 2010) and this Clause 17.3, 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 Supplier in connection with the performance of the Contract; and
- (f) ensure that any person associated with Supplier who is providing products and/or services 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 17.3 (**Relevant Terms**). Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to UCL for any breach by such persons of any of the Relevant Terms.
- 17.4 For the purposes of Clause 17.3:
- (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 any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively; and
- (b) a person associated with Supplier includes any subcontractor of Supplier.
- 17.5 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 and human trafficking.
- 17.6 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, if in respect of a Contract UCL permits Supplier to subcontract its obligations, Supplier shall implement an appropriate system of due diligence, audit and training designed to ensure compliance with the Modern Slavery Act 2015.
- 17.7 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.
- 17.8 In respect of a Contract, Supplier shall:
- (a) maintain a complete set of records to trace the supply chain of all products and/or services (including Deliverables), as applicable, provided to UCL under or in connection with the Contract;
- (b) implement annual supplier and subcontractor audits, either directly or through a third party auditor to monitor compliance with the Modern Slavery Act 2015;
- (c) implement a system of training for its employees to ensure 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.
- 17.9 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, and/or awarded against, UCL as a result of any breach of the Modern Slavery Act 2015.
- 17.10 Supplier shall, in respect of a Contract, comply with the Equality Act 2010, and any subordinate legislation made under that act from time to time, together with any guidance and/or codes of practice issued in relation to such legislation (including the Equality and Human Rights Commission Employment Statutory Code of Practice as amended from time to time). In addition, Supplier shall in respect of a Contract:
- (a) create a working environment in which all of its employees, agents and sub-contractors are able to make best use of their skills free from discrimination and/or harassment;

- (b) ensure that all employees, agents and sub-contractors treat UCL's visitors, students, clients, suppliers, prospective, current and former staff members and any other persons they come into contact with while supplying products and/or providing services equally and without discrimination; and
- (c) comply with such equal opportunities and non-discrimination policies of UCL as provided to Supplier from time to time.
- 17.11 Supplier shall not, in respect of a Contract, engage in any activity, practice, or conduct which would constitute a UK or foreign tax evasion facilitation offence under the UK Criminal Finances Act 2017 and shall immediately report to UCL 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.
- 17.12 A breach of any one or more of Clauses 17.3 to 17.11 (inclusive) by Supplier shall be deemed to be an irremediable material breach for the purposes of Clause 20.5(a).
- 18 Real Living Wage**
- 18.1 In respect of a Contract, and except in relation to volunteers or apprentices or where specifically agreed in writing with UCL (which may be by email), Supplier shall:
- (a) ensure that the Supplier Personnel who are directly employed or engaged by Supplier or one of its Associated Entities; and
- (b) use reasonable endeavours to ensure that the Supplier Personnel who are employed or engaged on any other basis (including Supplier Personnel who are employed or engaged by any of Supplier's sub-contractors), are paid no less than the Real Living Wage
- 18.2 For the purposes of this Clause 18, the **Real Living Wage** means, in respect of each member of Supplier Personnel engaged in the carrying out of any of Supplier's obligations under a Contract, the higher of:
- (a) any statutory minimum wage (such as the UK's national living wage) that applies in respect of the member of 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 Contract, applies to the member Supplier Personnel (as amended from time to time). For these purposes (i) the UK's "London Living Wage" shall be a real living wage and shall apply to any member 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 that spends the majority of their time working elsewhere in the UK, as each calculated and updated by the Resolution Foundation (or any successor organisation) from time to time.
- 19 Adverse Credit Scoring**
- If, in respect of a Contract, UCL 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 risk presented to UCL of the Adverse Credit Scoring; and/or
- (b) if no such amendment is made to the Contract within 30 days, or if UCL chooses not to require that Supplier negotiate, terminate the Contract by giving Supplier not less than 14 days' prior written notice of such termination.
- 20 Term and Termination**
- 20.1 In respect of a Contract, the Contract shall commence on the date that it is made in accordance with Clause 4.2 and shall remain in full force and effect until terminated in accordance with the provisions of the Contract or otherwise in law and equity.
- 20.2 A Contract shall automatically terminate on the date upon which all services have been performed and/or all products have been delivered, as applicable, in each case in accordance with the provisions of the Contract.
- 20.3 In respect of a Contract, and notwithstanding any other provision of the Contract (including any terms and conditions set out in the UCL purchase order or confirmatory email, as applicable), the Parties agree that (subject to earlier termination in accordance with the provisions of the Contract or otherwise in law and equity) the Contract shall terminate in accordance with Clause 20.2 and the Contract shall not automatically renew or extend for any additional or subsequent period or term.
- 20.4 UCL may immediately terminate a Contract without cause and at any time by giving prior written notice of such termination to Supplier.
- 20.5 Either Party may terminate a Contract by giving notice to the other party on or at any time after the occurrence of any of the following events:
- (a) the other Party commits a material breach of any term(s) of the Contract which breach is irremediable or (if such breach is remediable) that Party fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) the other Party repeatedly breaches any of the terms of 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); 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); 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); any substantial part of the assets of the other Party is the object of attachment, sequestration or other type of comparable proceeding; the other Party is unable or admits in writing its inability to pay its debts as they fall due; or the other Party suffers or takes any similar or analogous action in any jurisdiction in consequence of debt.
- 20.6 On termination of a Contract (i) Supplier will, if required by UCL, fulfil any part of the Contract that is unfulfilled at the date of termination; and (ii) Supplier must return to UCL all property belonging to UCL (including any UCL Assets) then in Supplier's possession.
- 20.7 Clauses 2, 3, 4.3, 5.1(e), 5.1(f), 5.2, 5.6, 7, 8, 9, 10, 12.2, 13, 14, 15, 17.9, 20.6, 20.7, 20.8, 22, 24 and 25 shall survive the termination of a Contract as will any other Clause which by its nature is intended to survive termination. The termination of a Contract shall not prejudice any rights which may have accrued to either party prior to the point of termination.
- 20.8 Termination or expiry of a Contract shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 21 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 to cover Supplier's potential liability to UCL under the Contract. In respect of a Contract, Supplier shall, and shall procure that its employees, sub-contractors and other suppliers shall, comply with all obligations and meet all conditions of its insurance policies listed in this Clause 21 and shall not do or omit to do, nor permit or suffer to be done or omitted, anything which may or does invalidate any of those insurance policies or which may or does delay or 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 its obligations under each such 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.
- 22 Liability**
- 22.1 Nothing in these Terms or any Contract shall exclude or limit (i) a Party's liability for death or personal injury arising from its negligence; (ii) a Party's liability for fraud or fraudulent misrepresentation; (iii) a Party's liability for any other liability that cannot be limited or excluded by law; and (iv) Supplier's liability under Clauses 5.2, 6.4, 10, 13, 14, 17.3 to 17.12 (inclusive) and 22.4.
- 22.2 Subject to Clause 22.1, neither Party shall be liable to the other for any indirect or consequential loss or indirect or consequential damage under or in connection with these Terms or any Contract.
- 22.3 In respect of a Contract and subject to Clause 22.1, 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 and/or services under the Contract.
- 22.4 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 of 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 carrying out the services, 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.
- 23 Force majeure**
- 23.1 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 Affected Party gives notice to the Non-Affected Party in accordance with Clause 23.2(a), provided that (i) where the Affected Party is Supplier, Supplier has and continues at all times to comply with its obligations under Clause 16; and (ii) the Affected Party complies with the provisions of Clauses 23.2(a), 23.2(b) and 23.2(c).
- 23.2 Where a Party affected by a Force Majeure Event seeks to rely on the provisions of Clause 23.1 (**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 23.2(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.
- 23.3 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.
- 24 Resolution of disputes**
- 24.1 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.
- 24.2 If a dispute is not resolved within 20 days of the dispute first being referred to the Representatives for resolution under Clause 24.1 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.
- 24.3 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.
- 24.4 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 14. Nothing in this Clause 24 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).

25 **General**

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 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.
- 25.7 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 25.7 (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, (iii) if given by courier service, the third day following dispatch; or (iv) if given by email, the third day following posting of the copy of the notice. This Clause 25.7 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.
- 25.8 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.
- 25.9 If any provision or part-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 25.9 shall not affect the validity and enforceability of the rest of these Terms or any Contract.
- 25.10 In 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 and/or services 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.
- 25.11 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 25.12, UCL and Supplier hereby submit to the exclusive jurisdiction of the courts of England and Wales in respect of the same.
- 25.12 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.