1 Introduction
We are University College London (UCL), a public research university and a body corporate established by Royal Charter with company number RC0010631 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 the United Kingdom;

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 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 arrangement) to:

(i) cast, or control the casting of, more than 50% of the maximum number of votes that may 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 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 assign 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 failure or for failure and Wales;

Data Protection Laws means all Regulations relating to the Processing of Personal Data;

Data Subject means the individual to which the Personal Data relates;

Deleterable means, in respect of a Contract, all materials, items 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 2004/3931) 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 circumstances (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, storm 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 radiactive 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, copyright, design or trademark, 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, without limitation, all registrations in respect of any 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, including collection, recording, organisation, storage, consultation, use, disclosure, dissemination or otherwise making available, retrieval, alteration, integration, combination, blocking, erasure or destruction, of data or information;

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, practices, 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 produced, preserved or otherwise maintained by Supplier for the contract(s) in the course of its work for the Affected Party.

(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/policies-supply-chain-policy/; values and policies; and

UCL Premises means premises owned, leased, licensed, or occupied by UCL and/or any other company which may from time to time be a holding company of UCL or any legal or regulatory subsidiary of UCL.

Use means using standards, practices, methods, 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;

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 and schedules of these Terms and headings are included for ease of reference only and shall not affect the interpretation or construction of these Terms.

Application 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 and Supplier 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.

Orders 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 quantity of any goods or services and include the terms and conditions 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.

4.1 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 confirmation email is not acceptable, 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 on the purchase order or confirmation email, as applicable, which will be deemed to be a rejection of UCL’s original offer. If, in respect of a Contract, there is any conflict or ambiguity in the provisions of the Contract or its purchase order or confirmation email, the following order of precedence shall apply: (i) the provisions of Clauses 10.7 and 20.3; (ii) the provisions of the UCL purchase order or confirmation email, as applicable; and (iii) the provisions of these Terms. 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 confirmation email, as applicable, in whole or in part, then UCL will be deemed to accept 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 deemed not, to be valid, 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 following:

(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 or is bound by an offer or contract to the Supplier, Supplier shall ensure that each product Supplier supplies to UCL under the Contract:

(a) is precisely described in accordance with the currently applicable national and international standards;
(b) corresponds with its description and any applicable specification set out (or reference to) in its purchase order or confirmation email, as applicable; and
(c) is of satisfactory quality (within the meaning of the Sold of Goods Act 1979) and fit for any purpose held out by Supplier or made known to Supplier by UCL; (iii) the type and quantity of the product(s), including the code number of each such 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 right (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 confirmation email, as applicable, for the Contract. Where no delivery date, destination and/or delivery time is specified in the purchase order or confirmation email, Supplier shall deliver the products during UCL’s normal delivery times within 10 days of the date of the Contract made in accordance with Clause 4 to the destination notified to Supplier by UCL or otherwise in accordance with this contract. Supplier shall ensure that its delivery note accompanies each delivery made pursuant to a Contract and 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 products; (iv) the code number of each product (where applicable); (v) details of any special storage or handling instructions; and (vi) a description of the condition of each product. Supplier shall ensure that the products being delivered and the remaining balance of products to be delivered under the contract, if any, is free from defects in design, materials and workmanship and remain substantially the same services instead, the contract of any person engaged in carrying out the services is not transferred 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 services and UCL’s expenses and/or any loss sustained by UCL or the replacement provider by operation of law; (ii) any act by any person that their engagement has or should have transferred to UCL in respect of an original offer as set out in its purchase order or confirmation email, as applicable; and (iii) any 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.

Problems with products or services

7. 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 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 product.

7.1 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; and/or
(b) require a refund from Supplier of sums paid in advance for products or services that Supplier has not provided; and/or
(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 any Deliverables) in accordance with this Contract;
(e) claim damages for all or any additional costs, losses, or expenses incurred by UCL which are in any way attributable to Supplier’s failure to carry out its obligations under a Contract;
(f) terminate the Contract and require the repayment of any part of the charges that UCL has paid for the products and services.

Charges

8. 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 confirmation email, as applicable, for the Contract.

8.1 The charges for products and services set out in Clause 8.1 will apply irrespective of any changes that Supplier may include on any quotation, offer, confirmation of order or similar document.

8.2 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.

8.3 Details of the charges UCL pays Supplier for products and/or services under a Contract shall be treated by Supplier as confidential information.

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

(a) the charges for products and services payable to UCL shall include all of out-of-pocket expenses and other charges 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.

Payment

9. Payment of Supplier shall perform services under a Contract within the period stated on UCL’s purchase order or confirmation email, as applicable.

9.1 Supplier shall invoice UCL for the services under a Contract at any time after completion of the services.

9.2 Supplier may invoice UCL for the services UCL orders at any time after acceptance of the services.

9.3 Invoices for services shall be in a form acceptable to UCL (including any detachment by Supplier of any value added tax invoice).

9.4 UCL will pay an undisputed sum set out in an invoice within 30 days of receiving it; and

9.5 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.

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.

If payment is not made when due under a Contract pursuant to this Clause 9. Supplier may interest at 3% per annum above the base rate of Barclays Bank at the time on all such unpaid amounts, including without limitation interest, in relation to the period between the date payment becomes overdue and the date payment is made in full.

Intellectual Property Rights

10.1 Save all otherwise 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 absolutely in and remain with that Party at all times (and (ii) neither Party shall have any claim to ownership of any Intellectual Property Rights (or any part of it) that are subject to derogatory treatment; (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 such moral rights 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 (c) Supplier shall not in any event assign to UCL (by way of present or, where applicable, future assignment) with full title guarantee all Foreground Intellectual Property; (d) Supplier shall require each of its Sub-Contractors to 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 (e) UCL grants to Supplier a non-exclusive, royalty-free, and irrevocable licence to use the Foreground Intellectual Property assigned to UCL pursuant to this Clause 10.2 (including the right to transfer the licence to any party). Supplier shall be responsible (at its own cost) for ensuring that all related documents and records are transferred to UCL with full title guarantee.

In respect of a Contract:

(a) all Background Intellectual Property is and shall remain the property of the Party creating it, where applicable, and in respect of any Background Intellectual Property, Supplier shall not in any event assign to UCL (by way of present or, where applicable, future assignment) with full title guarantee all Background Intellectual Property that has derived and nothing in the Contract shall prevent Supplier from continuing to exploit or transfer any Background Intellectual Property of one Party to the other Party;

(b) Supplier grants to Supplier a non-exclusive, royalty-free and irrevocable licence to use its Background Intellectual Property for the sole purpose of Supplier performing the services (including preparing the Deliverables) under the Contract and in accordance with the terms and conditions of the Contract; and

(c) Supplier grants to UCL a non-exclusive, royalty-free, non-transferable and irrevocable licence 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.

10.2.1 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 allow others to use and exploit) its Background Intellectual Property in accordance with Clause 10.3.

10.2.5 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 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).

For the purposes of the Terms:

(a) Background Intellectual Property means, in respect of a Deliverable, any Intellectual Property 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 of being used 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 not cause to be) cease to use any of UCL’s trademarks or logos; or (ii) to 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 UML as a client, a 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 enter into and perform in accordance with all instructions and advice of UCL notified to Supplier in relation to its access to such premises (including the removal of any persons where applicable) and the services, and 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 applicable) and the services, and shall ensure that all persons supplying the products or carrying out the services on such premises:

(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.
(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 in a form approved by UCL its demonstration of its compliance with these 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 that these are connected to the Performance of the 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 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 (l) UCL’s Privacy Notice, available at https://www.ucl.ac.uk/privacy/; (ii) any guidance and/or codes of practice issued in relation to such legislation; (iii) any relevant codes of practice or conduct had been carried out in the UK; and (iv) any relevant codes of practice or conduct had been carried out in the UK.

13.6 Supplier shall indemnify UCL against all costs (including the costs of defending legal action brought against UCL), damages, losses and expenses incurred 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 Confidential Information in relation to the other Party save as expressly set out in Clause 14.4 or with the prior 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) lawfully acquired or developed and who 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 advisors (including its auditors and legal advisors), 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, employees, 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; and (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 the unauthorised disclosure and use all reasonable endeavours to assist the disclosing Party in recovering and preventing the use, 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) promptly on the basis of 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; or (b) is to be disclosed in accordance with the provisions of FOIA or the Environmental Information Regulations.

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 or 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 and having taken its view into account.

16. Business continuity

16.1 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 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, in the event of a breach of any such consent, licence, registration or approval, Supplier shall immediately cease to perform its obligations under the Contract and shall promptly inform UCL thereof; (b) 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 and insurers as are provided or made available to Supplier by UCL 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 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 to UCL under the Contract acts only on the basis of a written contract which imposes on and severs from such persons 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 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 products and/or services, including, as applicable, to UCL under or in connection with the Contract: (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 make a copy of the record available to UCL on request.

17.7 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.

17.8 In respect of a Contract, Supplier shall: (a) 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 (b) promptly on the basis of 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.
20.7 Clauses 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 17, 19, 20.6, 20.7, 20.8, 22.4 and 24 will survive the termination of a Contract and shall remain in full force and effect until such time as and for so long as any damage, loss or expense remains payable to any Party, or until all other obligations of a Party under the Contract are satisfied.

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 other insurance policies (including any liability insurance policies) to cover all liabilities which may arise in connection with the performance of a Contract or otherwise in respect of a Party, its officers, employees, agents, or any third party whose liabilities arise in connection with the performance of a Contract or otherwise in respect of aParty.

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 obligation that cannot be limited or excluded by law; and (iv) Supplier’s liability under Clauses 5.2, 6.4, 10.14, 17.12 (inclusive) and 22.2.

22.2 Subject to Clause 22.1, neither Party shall be liable to the other for any indirect or consequential loss 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 the Affected Party to the Non-Affected Party 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 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 working elsewhere in the UK, as each calculated and updated by the Resolution Foundation (or any successor organisation) from time to time.

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 which it had no reasonable control (including any such delay or failure caused by any Supplier Personnel, suppliers, employees or sub-contractors).

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 in an expeditious and reasonably practicable manner 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 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 be deemed to be a breach of contract where it is not possible or practical to perform the same as a result of events outside the reasonable control of the Affected Party and which could not have been avoided by the Affected Party or any of its officers, employees, agents, or any third party whose obligations arise in connection with the performance of the Contract or otherwise in respect of a Party.

24.4 The existence of a dispute shall not affect the performance of such dispute shall not 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 any interim remedy pursuant to Part 25 of the Civil Procedure Rules (including injunctive relief).
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 counter 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.