STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

1 Introduction
We are University College London (UCL), a public research university and a body corporate established by Royal Charter with company number RC000031 and whose registered office is at Gower Street, London WC1E 6BT. These Terms are the terms and conditions upon which UCL purchases services only. UCL has other terms and conditions for (i) the purchase of products only; and (ii) the purchase of both products and services.

2 Definitions
In these Terms:

2.1 unless the context otherwise requires, the following expressions shall have the following meanings:

- **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 22.2;
- **Associated Entity** means, in respect of a person, any entity that directly or indirectly holds at least 50% of the ownership of such person, or in respect of a party (or its sub-contractor) (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) form or control the majority of the directors of a person; or (iii) give direction (whether in respect to actions, policy or otherwise) through which the management, management, directors or other equivalents of a person are directed by or for the purpose of voting, or have the ability to direct any vote of a person); and/or
- **Business Day** means a day other than a Saturday or Sunday or a bank holiday or public holiday on which the organisation’s perceived ability to pay back debt and the likelihood of default are the same as those prevailing on a normal business day of a similar nature in the location of the Supplier or the Data Subject;
- **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;
- **Control** means the Affected Party) only employees of such person (other than that person’s directors, other equivalent officers of a person; and/or
- **Contract** means any agreement or arrangement) to:
  (a) made available by or on behalf of Supplier to, 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;
- **Data Subject** 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 for purchase of services only;
- **UCL** has the meaning given in Clause 1;
- **UCL Assets** has the meaning given in Clause 11.2;
- **UCL Data** means, in respect of a Contract, all data (including Personal Data), including 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 Premises** means premises owned, leased, licensed, or occupied by UCL;
- **Words importing the singular shall include the plural and vice versa and words importing persons shall include bodies corporate, unincorporated associations and partnerships;
- **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;
- **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
- **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
These Terms are the terms and conditions, as updated from time to time by notice to Supplier, upon which UCL is willing to buy 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 services that are the subject of any Contract(s) from time to time.

4 Orders
UCL makes an offer for the purchase of 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 confirmation email will, as a minimum, specify details of the services UCL wishes to buy and the price UCL is willing to pay for those services. A purchase order or confirmation 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 confirmation email is valid, Supplier shall contact an authorised representative of UCL for written confirmation that the purchase order or confirmation email is valid. UCL will not be deemed to make a valid offer to Supplier for the purchase of services unless it is made by UCL under these Terms. All offers made by UCL under these Terms are made on a non-exclusive basis. Supplier must notify UCL of its unconditional acceptance or rejection of UCL’s offer in writing (either by a written email with UCL’s acceptance or rejection terms included, or by a confirmatory email with UCL’s acceptance or rejection terms included). If Supplier 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 of any and all of the foregoing, each for their full term including extensions, revisions and renewals thereof;
the relevant services, 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. If at any time Supplier unconditionally accepts UCL’s offer that a contract (Contract) is made between Supplier and UCL for the supply of the 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 of purchase) and Supplier must purport to apply to 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 precedence shall apply: (i) the provisions of Clauses 9.7 and 19.3 (ii) the provisions of the UCL purchase order or confirmatory email, as applicable; and (iii) the provisions of these Terms to the exclusion of all other terms and conditions.

4.4 If Supplier rejects, or is deemed to reject, UCL’s original offer but supplies the services specified in UCL’s purchase order or confirmatory email, as applicable without acceptance or confirmation acceptance by Supplier, then Supplier will be deemed to have supplied to UCL pursuant to an offer that is, or is not deemed by UCL to be, a valid offer removed and 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 services to be performed under the Contract by giving Supplier notice of the cancellation at any time before Supplier has begun to perform or has begun and will not be kable to pay for those services that have been so cancelled in accordance with this Clause 4.6.

5 Performance of services

5.1 In respect of each 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 or procuring 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 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) perform 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 all reasonable requirements and procedures notified to Supplier by UCL including any health and safety and security requirements.

5.2 Supplier shall perform the whole or any part of the 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.

5.3 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 is in accordance with these instructions.

5.4 If, in respect of a Contract, as a result of Supplier ceasing to provide all or any of the services and the services cannot be provided by another provider carrying out the services 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 against all losses, costs (including legal costs) damages and expenses suffered or incurred by UCL 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 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.

6 Problems with services

6.1 UCL will not be deemed to have accepted any services (including any Deliverables) under a Contract unless 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, within a reasonable time after UCL becomes aware of any defect in or failure to perform the services that is not a defect that can be cured by passing a reasonable time or would not be a basis for acceptance of the previous services.

6.2 If, in respect of a Contract, any 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 services):

(a) refuse to accept any subsequent delivery of services (including any Deliverables) which Supplier attempts to make;

(b) require a refund from Supplier of sums paid in advance for services that Supplier has not provided;

(c) recover from Supplier any costs incurred by UCL in obtaining substitute services and/or the services that Supplier was required to provide; and

(d) require Supplier to supply replacement services (including Deliverables) in then UCL’s sole discretion;

(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 services.

Charges

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

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

In respect of a Contract, all charges are:

(a) inclusive and will not be deemed to have accepted any services (including any Deliverables) which Supplier attempts to make;

(b) inclusive of all duties, taxes or levies other than value added tax.

Details of the charges UCL pays Supplier for services under a Contract shall be shown in a confirmation of order or similar document.

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

(a) the charges are for the services to be supplied to UCL pursuant to an offer that is, or is not deemed by UCL to be, a valid offer removed and cancelled at Supplier’s sole expense;

(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

8.1 In respect of a Contract, unless otherwise stated in UCL’s purchase order or confirmatory email, as applicable, for the Contract:

(a) Supplier will accept UCL’s purchase order or confirmatory email, as applicable, for the Contract;

(b) all invoices must be sent by Supplier to: apunvoce@ucl.ac.uk;

(c) UCL will not pay Supplier any undisputed sums set out in an invoice within 30 days of receiving it; and

(d) UCL will make payment in pounds sterling.

8.2 Each invoice submitted under a Contract must refer to the services performed and state the unique purchase order number to which it relates.

In respect of a Contract, UCL may withhold any undisputed sums and UCL may deduct from any monies UCL owes Supplier under any contract of any monies Supplier owes UCL.

8.3 If payment is not made when due under a Contract pursuant to this Clause 8.2, 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.

Intellectual Property Rights

9.1 Save as otherwise expressly set out in a Contract (including in these Terms); (i) the Intellectual Property Rights created by or for 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 to the Intellectual Property of the other Party.

9.2 In respect of a Contract and notwithstanding Clause 9.1:

(a) all Foreground Intellectual Property created under a Contract by Supplier and UCL hereby assigns to UCL (by way of present and, where appropriate, future assignment) with full title guarantee all Foreground Intellectual Property; 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, or in 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;

(b) all Background Intellectual Property is and shall remain the property of the Relevant Person; and (c) the termination of any Relevant Person’s contract by UCL or the replacement provider.

9.3 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 the 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.

9.4 UCL warrants and undertakes to Supplier that it has paid Supplier or its parent company (as applicable) the consideration agreed pursuant to this Clause 9.2 for the sole purpose of performing the services (including preparing the Deliverables) under and in accordance with the terms and conditions of the Contract.

9.5 In respect of a Contract:

(a) Supplier undertakes that the 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;

(b) Supplier shall indemnify UCL against all costs (including the cost of defending any legal action brought by UCL and any costs and expenses suffered or incurred by UCL arising out of or in connection with any claim made or threatened against UCL or any of its Contractors (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 Rights in the Deliverable other than any Foreground Intellectual Property; and

9.6 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 which are owned by or, that are created by or on behalf of, Supplier exclusively in the course of performance of the services under the Contract (where applicable).

9.7 Nothing in a Contract (including these Terms) shall give Supplier the right to (and Supplier shall not and shall not require that its Associated Entities shall not): (i) use UCL’s name or any of UCL’s trademarks or logos except in such manner as is already in use by UCL’s client, customer or user of Supplier. The use of any of UCL’s name, trademarks and/or logos, and the reference to or name of UCL, 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.

10. UCL Premises
10.1 In relation to UCL Premises that UCL permits Supplier to enter to enable it to carry out the services under a Contract, Supplier shall ensure that all persons carrying out the services on such premises:
(a) comply with the security and safety policies and regulations from time to time in force in connection with the UCL 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 provision of the services (fair wear and tear excepted).

10.2 UCL reserves the right to refuse entry to any UCL Premises to any person carrying out services where UCL considers such admission to be undesirable, such refusal not to be vitiating or spuriously exercised.

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

11.2 UCL may, in respect of a Contract and in its discretion, supply Supplier with information, materials, UCL Data, assets, equipment and tools in connection with Supplier’s provision of services to UCL (UCL Assets); All UCL Assets are and will remain the sole 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 all 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 providing services to UCL under the Contract and Supplier shall:
(a) maintain all UCL Assets in good order and condition and make any good or budget against UCL Assets; and
(b) comply with any and all reasonable instructions, conditions and security requirements relating to its use of UCL Assets as shall from time to time be notified in writing (including by email) to Supplier by UCL.

12. Data Protection
12.1 In respect of a Contract, the Contract may require the Processing of Personal Data by Supplier on behalf of UCL. In such circumstances, (i) Supplier shall, alone determine the purposes for which and the manner in which Personal Data will be Processed by Supplier on behalf of UCL and, (ii) Supplier shall observe all the relevant provisions of the Data Protection Laws to which UCL is subject; and Supplier shall 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 and Supplier shall 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.

12.2 Where, under or in connection with a Contract, Supplier Processes Personal Data on behalf of UCL (the Supplier), Supplier shall:
(a) comply with its obligations as a Processor under the Data Protection Laws to which Supplier is subject; and
(b) take all reasonable steps to ensure that the Personal Data to any party located outside the UCL’s 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 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.

12.3 UCL may disclose to any third party any Confidential Information in relation to the other Party which is in clause 13.4 or with the prior express written permission of the other Party.

12.4 The provisions of Clauses 13.1 and 13.2 shall not apply to any information which:
(a) is or becomes public knowledge other than by breach of this Clause 13; and/or
(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 the information and was under a duty to maintain confidentiality with respect to such information in accordance with the Data Protection Laws to which it is subject.

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

13.2 Neither Party shall disclose to any third party any Confidential Information in relation to the other Party which is in clause 13.4 or with the prior express written permission of the other Party.

13.3 A Party may disclose Confidential Information in relation to the other Party to:
(a) to those of its officers, employees, professional advisers (including its auditors and legal advisers) (whether or not acting with UCL) and its agents or sub-contractors as may be reasonably necessary for the purpose of fulfilling its obligations under the Contract or in connection with the performance of the obligations under the Contract; and (ii) where such disclosure is required by law, court order or Regulatory Authority.

13.4 Without prejudice to the other rights of the disclosing Party, in the event of an unauthorised disclosure or information leak, that Party may: (a) require that the Party receiving the confidential or indirectly through disclosure made to the receiving Party, the receiving Party shall (as soon as it becomes aware of that fact) 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.

13.6 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.

14 Freedom of Information

14.1 Supplier acknowledges that UCL is subject to the requirements of FOIA and the Environmental Information Regulations and that in providing any information to UCL (at Supplier’s expense) to enable UCL to comply with these information disclosure requirements.

14.2 In particular, in respect of a Contract, Supplier shall:
   (a) transfer any Request for Information to UCL as soon as reasonably practicable and at the latest, 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 reasonable 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.

14.3 UCL shall, in respect of a Contract, be responsible for determining at its absolute discretion whether any Request for 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.

14.4 In no event shall Supplier respond directly to a Request for Information unless expressly authorised to do so by UCL.

14.5 Supplier acknowledges and agrees that UCL may, in 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 (as updated from time to time after 1 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 consultations with Supplier and having taken its view into account.

15 Business continuity

15.1 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.

16 Compliance

16.1 In respect of a Contract, Supplier shall:
   (a) ensure that it has the legal right to 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 relevant Regulations and all changes thereto.

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

16.3 In respect of a Contract, Supplier shall:
   (a) comply with all Regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010;
   (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
   (c) comply with such ethical, anti-bribery and anti-corruption policies of UCL from time to time in respect of Supplier and its suppliers 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 relating to anti-bribery and corruption (including the UK Bribery Act 2010) and this Clause 16.3, and will enforce them where appropriate;
   (e) promptly report to UCL any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of any Contract; and
   (f) ensure that any person associated with Supplier who is providing 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 16.3 (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.

16.4 For the purposes of Clause 16.3:
   (a) the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(3) 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.

16.5 In performing its obligations under a Contract, Supplier shall, and (if applicable) shall ensure that 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;
   (b) neither Supplier nor any of its officers, employees or other persons associated with Supplier (including any officers of or in connection with slavery and human trafficking;
   (c) and has been or is subject to any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body relating to slavery and human trafficking;
   (d) Supplier shall, in respect of a Contract, notify UCL as soon as it becomes aware of:

16.6 Supplier shall, in respect of a Contract, implement due diligence procedures for its own suppliers, contractors 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 Supplier permits Subcontractor to subcontract its obligations, Supplier shall implement an appropriate system of due diligence, audit and training designed to ensure that Subcontractor performs the same due diligence. Supplier must ensure that the Modern Slavery Act 2015 is complied with by all suppliers, contractors and other participants in its supply chains.

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

16.8 In respect of a Contract, Supplier shall:
   (a) maintain a complete set of records to trace the supply chain of all services (including Deliverables), provided to UCL or under in or 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; and
   (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 the auditor for the Contract at any time and place.

16.9 Supplier shall, in respect of a Contract, indemnify UCL against any losses, liabilities, damages, costs (including legal fees) and expenses suffered and/or incurred by, arising out of, in connection with or relating to the Modern Slavery Act 2015.

16.10 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 providing services equally and without discrimination; and
   (c) comply with all anti-discrimination policies of UCL as provided from time to time.

16.11 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 an act of tax evasion, or any concerns that such a request or demand may have been made.

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

17 Real Living Wage

17.1 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 by Supplier or one of Supplier’s Associated Entities who are paid no less than the Real Living Wage.

17.2 For the purposes of this Clause 17, 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 relevant Supplier Personnel is working, Supplier is required to pay for any real living wage or similar living wage that is in place within the UK, or for any foreign equivalent living wage.

18 Adverse Credit Scoring

18.1 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 notice to Supplier without 14 days’ prior written notice of such termination.

19 Term and Termination

19.1 In respect of a Contract, the Contract shall commence on the date that it is made 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.

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

19.3 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 of the Contract): (a) if Supplier shall not perform its obligations under the Contract to the satisfaction of UCL (in its absolute discretion) that alleviates the risk presented to UCL of the Adverse Credit Scoring; 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 notice to Supplier without 14 days’ prior written notice of such termination.

19.4 Either Party may terminate a Contract by giving notice to the other party or at any time after the occurrence of any of the following events:

19.5 Either Party may terminate a Contract by giving notice to the other party or at any time after the occurrence of any of the following events:
(a) the other Party commits a material breach of any term 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 the performance of the affected obligations or with the purpose of amicable arrangement or reconstruction; an order is made for the appointment of an administrator to manage the affairs, business and properties 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 towards entering into a company voluntary arrangement, a scheme of arrangement under Part 26 Companies Act 2006 or an analogous 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 amicable arrangement or reconstruction);
(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 amicable arrangement or reconstruction); an order is made for the appointment of an administrator to manage the affairs, business and properties 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 towards entering into a company voluntary arrangement, a scheme of arrangement under Part 26 Companies Act 2006 or an analogous 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 amicable arrangement or reconstruction);

19.6 On termination of a Contract (i) Supplier will, if required by UCL, fulfill 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.

19.7 Clauses 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 16, 19, 16, 19.7, 19.8, 20, 21 and 24 shall survive the termination of a Contract and shall have effect as if any other Clause which 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.

19.8 Termination or expiry of a Contract shall not affect any rights, remedies, obligations, or liabilities which have already accrued at the date of termination or which relate to the performance of the affected obligations in accordance with the Contract which existed at or before the date of termination or expiry.

20 Insurance

In respect of a Contract, Supplier shall maintain, and Supplier shall ensure that Supplier’s sub-contractors maintain, adequate and valid public liability, professional indemnity and other appropriate 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 comply with all obligations and all conditions of its insurance policies listed in this Clause 20 and shall not do or omit to do, nor permit or suffer to be done or omitted, anything which may or does invalidate any of those insurance policies or contracts or does delay or prevent the payment of any indemnity or money 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.

21 Liability

21.1 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 5.4, 9, 12, 13, 16.2 to 16.4 (Notice of insolvency) and 21.4 (Liquidation).

21.2 Subject to Clause 21.1, 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.

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

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

22 Force majeure

22.1 Neither Party shall be liable to the other Party for any delay or failure to perform any obligation under a Contract to the extent that and for so long as the delay or failure is caused by any Force Majeure Event and from the date that and for so long as the Force Majeure Event remains unfulfilled at its anticipated duration;

22.2 Where a Party affected by a Force Majeure Event seeks to rely on the provisions of Clause 22.1 (Affected Party), the Affected Party shall:
(a) give written 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 the nature of 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;
   (iii) any action that the Affected Party proposes to take to mitigate the effect of the Force Majeure Event;
   (b) regularly update the information provided under Clause 22.2(a) throughout the performance of its obligations as affected;
   (c) use reasonable endeavours in accordance with Good Industry Practice to continue to perform or resume the performance of its obligations under the Contract, including (where the Affected Party is Supplier) through the proper implementation of its business continuity plan; and
   (d) notify the Non-Affected Party (i) that the Force Majeure Event has ended promptly following its ending and (ii) of the date when it resumes proper performance of the affected obligations in accordance with the provisions of the relevant Contract.

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

23 Resolution of disputes

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

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

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

23.4 The existence of a dispute and all negotiations connected with such dispute shall at all times be kept confidential subject to and in accordance with Clause 13.

24 General

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

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

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

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

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

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

24.7 All notices required by these Terms and any Contract shall be in writing and shall be sent to the respective Parties at their registered address, or to such other addresses as may be designated by the Parties in writing from time to time in accordance with this Clause 24.7. (i) by hand; (ii) by post; postage prepaid; (iii) by courier service, signed for, or in writing to do so; or (iv) by email (provided that a copy of this 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 24.7 does not apply to the service of any proceedings or other documents in any legal proceedings in accordance with the formal method of dispute resolution.

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

24.9 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 24.9 shall not affect the validity and enforceability of the rest of these Terms or any Contract.

24.10 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 services purchased under it, to the exclusion of all other terms and conditions which Supplier may under any quotation, offer, confirmation of order or similar document.

24.11 Where these Terms and any 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 unless, and except as set out in Clause 14.2, UCL and Supplier hereby submit to the exclusive jurisdiction of the courts of England and Wales in respect of the same.

24.12 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.