The Equipment specified on this Cover Sheet is made by UCL to the Recipient on and in accordance with UCL’s Standard conditions, contained overleaf.

Signed:

.................................................. ..................................................

For and on behalf of University College   For and on behalf of the Recipient
London

Dated: ...........................................  Dated: ...........................................
1 Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

“Applicable Laws” means all applicable national, international and local laws and regulations, including without limitation, Export Control Law and any law related to donations and anti-corruption.

“Conditions” means the terms and conditions set out in this document as amended from time to time in accordance with clause 15.9;

“Cover Sheet” means the sheet setting out details of the Equipment and any other information relevant to the Donation;

“Donation” means the donation of the Equipment by UCL to the Recipient on these Conditions;

“Environmental Information Regulations” means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

“Equipment” means the computer hardware specified in the Cover Sheet;

“Export Control Laws” means the law of any jurisdiction applicable to the Equipment and/or Donation which imposes restrictions on the import, export and/or transfer of certain equipment and/or technology (in particular strategic goods, dual use items and military use items) from one territory to another including, without limitation, United States, European Union and United Kingdom export control laws.

“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 or relevant government department in relation to such legislation;

“Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“Request for Information” means a request for information under FOIA or the Environmental Information Regulations;

“Recipient” means the organisation receiving the Donation as set out on the Cover Sheet;

“UCL” means University College London (a body corporate established by Royal Charter with company number RC000631) of Gower Street, London, WC1E 6BT.

1.2 Construction. In these Conditions, the following rules apply:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to writing or written includes faxes and e-mails.

2 Donation

2.1 UCL agrees to donate the Equipment to the Recipient. The Donation does not constitute a sale of the Equipment and no payment is expected or intended to be received from the Recipient for the Equipment. The parties acknowledge and agree that any legislation, convention, treaty or other binding rules or regulations relating to the sale or supply of goods, including the Sale of Goods Act 1979 and the UN Convention on Contracts for the International Sale of Goods, shall not apply to the Donation.

2.2 These Conditions apply to the Donation to the exclusion of any other terms that the Recipient seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 UCL agrees this equipment is not worth more than the sum of £50 and was destined for disposal.

2.4 The recipient agrees to take the equipment as seen and no support is provided for equipment under this agreement.

2.5 The recipient agrees to wipe the hard drive before removal to an agreed standard.

3 Warranties

3.1 THE EQUIPMENT IS SUPPLIED ON AN “AS IS” BASIS AND, TO THE MAXIMUM
EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER MADE KNOWN TO UCL OR NOT).

4 Licences
4.1 UCL will supply the Equipment with all software and data removed except for software and/or data embedded on the Equipment. UCL does not purport to grant the Recipient any right, title, interest or licence to any software or data on the Equipment at the time of delivery.
4.2 The Recipient shall be solely responsible for ensuring that it has an appropriate licence for any software embedded and/or used on the Equipment.

5 Export Control
5.1 The Equipment may be subject to Export Control Laws. The Recipient agrees to comply with any and all Applicable Laws, in particular Export Control Laws, in relation to the use, export, re-export and transfer of the Equipment and any technology on the Equipment.
5.2 The Recipient shall ensure that it obtains all relevant licences, permits, consents and/or authorisations from government bodies and/or regulators before it imports, exports or otherwise disposes of or uses the Equipment.
5.3 The Recipient shall not supply, transfer, divert, export or re-export or otherwise make available the Equipment, whether directly or indirectly to:
5.3.1 any destination that is restricted under Export Control Laws; or
5.3.2 any end-user prohibited from receiving such goods by Applicable Law; or
5.3.3 any party who the Recipient knows or has any reason to know will illicitly use the items directly or indirectly in any nuclear activity, the design or development of missiles, or missile technology, bacteriological or chemical weapons, prohibited under Applicable Laws.
5.4 The Recipient shall at all times keep and maintain full and accurate records and details of any export, re-export and/or transfer of the Equipment and/or technology on the Equipment.
5.5 The Recipient shall provide UCL with any and all information relating to the Equipment, in particular the information maintained pursuant to clause 5.4, forthwith on request of UCL.

6 Equipment Delivery
6.1 It is the responsibility of the recipient to collect the equipment.

6.2 UCL is not expected to deliver the equipment to the recipient.

7 Title and risk
7.1 Title and risk in the Equipment shall pass to the Recipient on completion of collection.

8 UCL property
8.1 If and to the extent that the Equipment is supplied with any materials, equipment and tools, drawings, specifications, software and data belonging or licensed to UCL (“UCL Materials”), the Recipient shall notify UCL of such UCL Materials, keep such UCL Materials in safe custody at its own risk, maintain them in good condition until returned to UCL, and not dispose or use the same other than in accordance with the express written instructions or authorisation of UCL.
8.2 All rights in UCL Material are and shall remain the exclusive property of UCL.

9 Indemnity
9.1 The Recipient shall keep UCL indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred by UCL as a result of or in connection with any breach of any Applicable Law by the Recipient in relation to the subsequent use and/or export, transfer or disposal of the Equipment.

10 Anti-Bribery
10.1 The Recipient shall:
10.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Relevant Requirements”);
10.1.2 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;
10.1.3 comply with such ethics, anti-bribery and anti-corruption policies of UCL from time to time in force as are provided to the Recipient from time to time;
10.1.4 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 10.1.2, and will enforce them where appropriate; and
10.1.5 promptly report to UCL any request or demand for any undue financial or other advantage of any kind received by the Recipient in connection with the Donation.
10.2 For the purposes of this clause Error! Reference source not found., 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. For the purposes of this clause **Error! Reference source not found.**, a person associated with the Recipient includes but is not limited to any subcontractor of the Recipient.

**11 Confidentiality**

11.1 A party (“Receiving Party”) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are disclosed to the Receiving Party by the other party (“Disclosing Party”), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party’s business, its products or its services which the Receiving Party may obtain.

11.2 The Receiving Party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the Receiving Party’s obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential. This clause shall survive termination of the Contract.

11.3 The provisions of this clause 11 shall not apply to any confidential information which:

11.3.1 is in or enters the public domain other than by breach of the Contract or other act or omissions of the receiving party;

11.3.2 is obtained by a third party who is lawfully authorised to disclose such information;

11.3.3 is authorised for release by the prior written consent of the disclosing party; or

11.3.4 the disclosure of which is required to ensure the compliance of UCL with FOIA.

11.4 Each party may disclose the other party’s confidential information as may be required by law, court order or any governmental or regulatory authority.

11.5 No party shall use any other party’s confidential information for any purpose other than to perform its obligations under this Contract.

**12 Freedom of Information**

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

12.2 The Recipient shall:

12.2.1 transfer any Request for Information to UCL as soon as reasonably practicable after receipt and in any event within three working days of receiving a Request for Information; and

12.2.2 provide UCL with a copy of all information in its possession or power in the form that UCL requires within five working days of UCL requesting that information; and

12.2.3 provide all necessary assistance as reasonably requested by UCL to enable UCL to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations.

12.3 UCL shall be responsible for determining at its absolute discretion whether any information:

12.3.1 is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations;

12.3.2 is to be disclosed in response to a Request for Information.

12.4 In no event shall the Recipient respond directly to a Request for Information unless expressly authorised to do so by UCL.

12.5 The Recipient acknowledges that UCL may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004), be obliged under FOIA or the Environmental Information Regulations to disclose information without consulting with the Recipient or following consultation with the Recipient and having taken its view into account.

**13 Limitation of liability**

13.1 Nothing in this agreement limits or excludes UCL’s liability for death or personal injury caused by its negligence; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by applicable law.

13.2 The Recipient shall not be liable to the Recipient, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of or damage to goodwill; loss of use or corruption of software, data or information; any indirect or consequential loss.

**14 Force majeure**

14.1 Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature
could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Recipient shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Recipient from carrying out its obligations under the Contract for a continuous period of more than 90 Business Days, UCL may terminate this Contract immediately by giving written notice to the Recipient.

15 General

15.1 Any notice or other communication required to be given to a party under or in connection with these Conditions shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service providing proof of postage, or by commercial courier at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party’s main fax number.

15.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by fax, at 9.00 am on the next Business Day after transmission, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service or if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed.

15.3 If a court or any other competent authority finds that any provision (or part of any provision) of these Conditions is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.

15.4 If any invalid, unenforceable or illegal provision of these Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.5 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.6 Unless specifically provided otherwise, rights arising under these Conditions are cumulative and do not exclude rights provided by law.

15.7 Nothing in these Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.8 A person who is not a party to the Donation shall not have any rights under or in connection with it.

15.9 No variation to these Conditions or the Donation will be binding unless agreed in writing and signed by UCL.

15.10 Any dispute or claim arising out of or in connection with the these Conditions and/or the Donation or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.