

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Definitions and Interpretation

- (1) In these terms and conditions of contract for supply of goods or services ("**Conditions**"): "**Confidential Information**" means all information obtained by the Supplier (including its employees, servants or agents) from the University relating to and connected with the Contract including but not limited to the Contract itself and the provisions of the Contract;

the "**Contract**" means the agreement concluded between the University and the Supplier for the supply of Goods or Services, including these Conditions which are referenced on the face of the Order, together with any other terms and conditions that are expressly stated on the face of the Order as being applicable to the Order including without limitation all specifications, plans, drawings and other documents which are expressly referenced in the Order;

"**Currency Fluctuation**" means a change of more than 1% in the daily spot exchange rate of the currency being used for the purchase against Sterling published by the Bank of England between the Order date and the date of Delivery.

"**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;

the "**Goods**" means any goods agreed in the Order to be bought by the University from the Supplier (including any part or parts of them);

"**Intellectual Property Rights**" means patents, trademarks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, trade or business names and other similar rights or obligations, and all applications for registration thereof, whether registrable or not, in any country including the UK;

the "**Order**" means the University's written instruction to buy the Goods or Services, incorporating these conditions;

the "**Services**" means the services stated or referenced in the Order;

the "**Supplier**" the person, firm or company (including their employees) to whom the Order is addressed, including any assignee or sub-contractor pursuant to Condition 3;

"**University**" means St George's Hospital Medical School, also known as St George's, University of London, or any wholly owned subsidiary of the University;

"**University Premises**" means land or buildings owned or occupied by the University;

"**University Property**" means anything issued or otherwise furnished in connection with the Contract by or on behalf of the University, including but not limited to documents, papers and other materials.

- (2) The interpretation and construction of the Contract is subject to the following provisions:

- (a) a reference to any statute, enactment, order, regulation or similar instrument will be construed as a reference to the same as subsequently amended or re-enacted;
- (b) headings in these Conditions are for ease of reference only and will not affect interpretation/construction of the Contract;
- (c) references to "person", where the context allows, include a corporation or an unincorporated association;
- (d) the masculine includes the feminine, and vice versa;
- (e) the singular includes the plural, and vice versa.

2. Service of Notices and Communications

All notices under the Contract must be in writing and either be delivered personally or sent by first class pre-paid post and will be deemed served:

- (a) if delivered personally, at the time of delivery;
- (b) if sent inland by first class pre-paid post, 2 clear working days after the date of posting; or
- (c) if sent overseas by airmail, 7 working days after the date of dispatch.

Each notice shall be addressed to the address of the party concerned set out in the Contract or to such address as that party shall have previously notified in writing to the sender.

3. Assignment and Sub-contracting

- (1) The Supplier must not give, bargain, sell, assign, sub-contract or otherwise dispose of the Contract or any part of it without the previous agreement in writing of the University.

- (2) The Supplier is responsible for the acts and omissions of his sub-contractors as though they were his own.
- (3) The University is entitled to assign any or all of its rights under the Contract, provided that such assignment does not materially increase the burden of the Supplier's obligations under the Contract.

4. Entire Agreement

- (1) The Contract constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract, provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied, and without prejudice to any rights which have already accrued to either of the parties.
- (2) Each Order by the University from the Supplier is deemed to be an offer by the University to buy Goods or Services subject to these Conditions and no Order is accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.
- (3) **By taking action against this Order the Supplier is deemed to have accepted the Conditions. The Order and Conditions, together with any subsequent amendments to them that are issued by the University, take precedence over any terms and conditions referred to, offered or relied upon by the Supplier.**

5. Waiver

- (1) The failure by either party to exercise any right or remedy will not constitute a waiver of that right or remedy.
- (2) No waiver will be effective unless it is communicated to the other party in writing.
- (3) A waiver of any right or remedy arising from a breach of the Contract will not constitute a waiver of any right or remedy arising from any other breach of the Contract.

6. Severability

If any Condition, Clause or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract will not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Contract, the parties will immediately begin negotiating in good faith to remedy the invalidity.

7. Confidentiality

- (1) The Supplier agrees not to disclose any Confidential Information to any third party without the prior written consent of the University. To the extent that it is necessary for the Supplier to disclose Confidential Information to its

staff/agents/sub-contractors, the Supplier must ensure that such staff/agents/sub-contractors are subject to the same obligations as the Supplier in respect of all Confidential Information.

- (2) Condition 7(1) does not apply to information which:
 - (a) is/becomes public knowledge (otherwise than by breaches of these Conditions or obligations of confidentiality);
 - (b) is in the possession of the Supplier, without restriction as to its disclosure, before receiving it from the University;
 - (c) is required by law to be disclosed.
- (3) The obligations contained in this Condition continue to apply after the expiry or termination of the Contract.
- (4) The Supplier will not communicate with representatives of the general or technical press, radio, television or other communications media, with regard to the Contract, unless previously agreed in writing with the University.
- (5) Except with the prior written consent of the University, the Supplier will not make use of the Contract or any Confidential Information otherwise than for the purposes of supplying the Goods or Services.

8. Amendments and Variations

- (1) These Conditions apply to all the University's purchases and no amendment or variation to the terms of the Contract shall be valid unless previously agreed in writing between the parties.
- (2) **No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.**

9. Quality and Defects

- (1) The Supplier must perform all Services and supply all Goods in strict accordance with the requirements stipulated in the Order. The Supplier must also ensure that all Services are performed in a professional and workmanlike manner and that all Goods and Services: comply with the requirements of all applicable British and EU Quality Standards and specifications; are free of all material defects; conform to any specifications, samples and drawings submitted to or specified by the University; are suitable for the University's intended purpose as communicated by it to the Supplier; and comply with good industry practice and legal requirements.
- (2) The Supplier will provide the Goods in accordance with and as specified in the Contract to the satisfaction of the University whose decision shall be final and conclusive.
- (3) The University's rights under these Conditions are in addition to the statutory conditions implied in

favour of the University by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.

- (4) At any time prior to delivery of the Goods to the University the University shall have the right to inspect and test the Goods.
- (5) If the results of any inspection or testing cause the University to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by the University to the Supplier, the University will inform the Supplier and the Supplier will immediately take such action as is necessary to ensure conformity and in addition the University will have the right to require and witness further testing and inspection.
- (6) Notwithstanding any such inspection or testing, the Supplier will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Supplier's obligations.
- (7) If any of the Goods fail to comply with the provisions set out in Condition 9 the University is entitled to avail itself of any one or more remedies listed in Condition 21.

10. Indemnity

- (1) **The Supplier must keep the University indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred by or paid by the University arising as a result of or in connection with the Supplier's breach of any of its obligations under the Contract, including but not limited to:**
 - (a) defective workmanship, quality or materials;**
 - (b) infringement/alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods or delivery of Services.**
- (2) **The Supplier will effect with a reputable insurance company a policy/policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier in respect of the indemnities provided under the Contract, and will at the University's request produce the relevant policy/policies together with evidence of payment of the latest premium due.**

11. Delivery

- (1) The Goods will be delivered, carriage paid, to the place named in the Order or to such other place of delivery as is agreed by the University in writing prior to delivery of the Goods. The Supplier shall off-load the Goods at its own risk as directed by the University.
- (2) The date for delivery will be specified in the Order, or if no date is specified then delivery will take place within 7 days of the Order.

- (3) The Supplier will invoice the University upon, but separately from, despatch of the Goods to the University.

- (4) The Supplier will ensure that each delivery is accompanied by a delivery note which shows, among other things, the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

(5) Time for delivery shall be of the essence.

- (6) Unless otherwise stipulated by the University in the Order, deliveries will only be accepted in normal business hours.
- (7) If the Goods are not delivered on the due date then, without prejudice to its other rights, the University reserves the right to:
 - (a) cancel the Contract in whole or in part;
 - (b) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - (c) recover from the Supplier any expenditure reasonably incurred by the University in obtaining the Goods in substitution from another supplier; and
 - (d) claim damages for any additional costs, loss or expenses incurred by the University which are in any way attributable to the Supplier's failure to deliver the Goods on the due date.
- (8) All Goods must be adequately packed for the mode of delivery and type of Goods at no cost to the University. Each package must:
 - (a) bear the University's Order number
 - (b) be accompanied by a readily accessible packing note detailing the contents,
 - (c) conform with all applicable export/import regulations.
- (9) If the Supplier requires the University to return any packaging material that fact must be clearly stated on the delivery note delivered to the University and will be at the cost of the Supplier.
- (10) Where the University agrees in writing to accept delivery by instalments the Contract will be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to deliver any one instalment will entitle the University at its option to treat the whole Contract as repudiated.
- (11) If the Goods delivered to the University are in excess of the quantities ordered the University shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- (12) Any signature on behalf of the University on any Goods delivery note or Service completion note does not signify acceptance of the Goods or Services concerned. The University will not be deemed to have accepted Goods until it has had 7 days to inspect them following delivery. The

University will also have the right to reject the Goods as though they had not been accepted for 28 days after any latent defect in the Goods has become apparent.

- (13) Any access to University Premises and any labour or equipment provided by the University in connection with delivery and/or performance under the Order will be provided to the Supplier without acceptance by the University of any liability whatsoever (save in relation to death/personal injury caused by the University's negligence). If access is granted, the Supplier will at all times comply with the reasonable requirements of the University in respect thereof.

12. Carriage of Goods/Import-Export

- (1) The Supplier shall promptly obtain and maintain all licences, clearances and other consents that are necessary for the supply of the goods (including import licences).
- (2) Without limiting Clause 12(1), the Supplier shall at its own cost provide to the institution, or (where local laws or regulations require the Supplier to do so) assist the University in procuring any documents necessary under applicable laws and regulations for the University to import the Goods to the University's principal place of business (the 'Delivery Location') in accordance with such laws and regulations.
- (3) The Goods shall be delivered to the Delivery Location on or before the date(s) specified in the Order by a carrier appointed by the University. The Supplier shall notify the University in writing as soon as reasonably practicable on becoming aware that a delay in delivery is likely (and will provide a revised estimate, if possible).
- (4) The Supplier shall ensure that, on or before delivery of the Goods, the University is provided with the following documents:
 - (a) certificate of origin;
 - (b) export licence or certificate;
 - (c) test or quality certificate; and,
 - (d) transport and customs documents e.g. waybill, bill of lading, delivery note.

13. Risk/property

The Goods remain at the risk of the Supplier until delivery to the University is complete (including off-loading and stacking) and the delivery has been receipted by the University, when ownership of the Goods will pass to the University. Upon delivery at the premises specified in the Order, all Intellectual Property Rights in such Goods and Services that are produced to the specification or instruction of the University shall be vested in the University. This Condition will survive the termination of the Order howsoever arising.

14. Invoices and Payment

- (1) The price of the Goods/Services will be stated in the Order and is in £ sterling and unless otherwise agreed in writing by the University is exclusive of

United Kingdom VAT but inclusive of all other charges (including but not limited to: packing, carriage, insurance, duties, royalties, levies and taxes save UK VAT).

- (2) No increase in the price or extra charges will be accepted by the University unless previously agreed by the University in writing. A sole exemption is UK VAT which will be applied at the then current rate.
- (3) The Supplier will ensure that any invoice it submits sets out the University's Order number, the charges (and where not all of the Goods/Services have been delivered the relevant part of the charges with an appropriate breakdown of the part of the Goods/Services), the date to which the invoice relates, and its confirmation that the Goods/Services (or relevant part referred to on the invoice) have been properly delivered. UK VAT, where applicable, must be shown separately on all invoices as a strictly net extra charge.
- (4) In consideration of the provision of the Goods/Services by the Supplier, the University will pay the Charges after receiving a correctly submitted invoice as set out in Condition 14(3) but unless otherwise stated on the Order, payment will only be made when all the Goods/Services constituting the Order have been accepted. Payment will normally be made within 30 days of receipt of a correctly submitted invoice, but time for payment is not of the essence of the Contract.
- (5) **The University may reduce payment in respect of any Goods/Services that the Supplier has either failed to provide or has provided inadequately, taking into account the cost (if any) to the University of remedying any defects, without prejudice to any other rights or remedies of the University. For the avoidance of doubt this will include the right of the University to pay part of the Charges directly to any sub-contractor or agent of the Supplier, in order to remedy any defects or to ensure continuity of service to the University.** Written receipt from the relevant sub-contractor or agent shall be sufficient proof of the University's right to set-off that receipted sum against any sum(s) owing to the Contractor under this Contract. The Supplier is not entitled to suspend deliveries of the Goods/Services as a result of any sums being outstanding.
- (6) If the Supplier believes that payment for a correctly submitted invoice is overdue, he should in the first instance speak to his usual contact at the University. If the problem is not resolved to his satisfaction, he should write to the Chief Operating Officer setting out the case. The Chief Operating Officer will ensure that the complaint is dealt with by a person who is independent of the main contact and that the Supplier is not treated adversely in future for having made a complaint.
- (7) For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for

the payment of the debt will be deemed to be the last day of a period of 30 days commencing on the day when the University received the invoice, or, if the Supplier had not delivered the Goods/Services (or part to which the invoice relates) before submitting the invoice, the last day of a period of 30 days commencing on the day when the Supplier delivered the Goods/Services, (or part to which the invoice relates).

(8) The Supplier agrees:

(a) That invoices issued by the Supplier will be within the electronic purchasing system designated by the University; and

(b) That it is able to receive payment by BACS.

15. Recovery of Sums Due

- (1) Whenever under the Contract any sum of money is recoverable from/payable by the Supplier, such sum may be deducted from any amount then due, or which at any time thereafter may become due, to the Supplier under this Contract or any other agreement or arrangement with the University.
- (2) Any over-payment by the University to the Supplier whether in respect of the Charges or VAT will be a sum of money recoverable from the Supplier pursuant to Condition 15(1) above or otherwise.

16. Tax

- (1) All sums payable by the University under this Contract shall be paid free and clear of all deductions or withholdings unless the deduction or withholding is required by law, in which event the University shall pay such additional amount as shall be required to ensure that the net amount received by the Supplier will equal the full amount which would have been received under this Contract had no such deduction or withholding been required to be made.
- (2) All sums payable under this Contract are, unless otherwise stated, exclusive of VAT and other duties or taxes. The amount invoiced to the University should be as appropriate in accordance with the Value Added Tax Act 1994, as updated from time to time.
- (3) The Supplier is responsible for all income tax, National Insurance, VAT or other payments and liabilities connected with any sum paid by the University to the Supplier.
- (4) Any invoice or other request for payment of monies due to the Supplier under the Contract must, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the VAT Act 1994.
- (5) The Supplier will, if so requested by the University, furnish such information as may reasonably be required by the University relating to the amount of VAT chargeable.

17. Currency Fluctuation

- (1) If there is a Currency Fluctuation, the Sterling amount of any Currency Fluctuation when converting the currency being used for the purchase to Sterling in relation to any payment due, shall be met 50:50 by the University and the Supplier.
- (2) Each party shall cooperate with the other and act in good faith to take further steps as appropriate to implement Clause 17(1).

18. The University's Property

- (1) Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in any form (including drawings, specifications and data) supplied by the University to the Supplier or not so supplied but used by the Supplier specifically in the manufacture of the Goods or supply of Services will at all times be and remain the exclusive property of the University and shall be held by the Supplier in safe custody at its own risk and kept in good condition by the Supplier until returned to the University and must not be disposed of or used other than as authorised by the University in writing.
- (2) All University Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless he notifies the University to the contrary within 7 days or such other time as is specified in the Contract.
- (3) The Supplier undertakes to return any and all University Property on completion of the Contract or any earlier request by the University.
- (4) The Supplier shall, except as otherwise provided for in the Contract, repair or replace or, at the option of the University, pay compensation for all loss, destruction or damage occurring to any University Property caused or sustained by the Supplier, or by his servants, agents or sub-contractors, whether or not arising from his or their performance of the Contract and wherever occurring, provided that if the loss, destruction or damage occurs at the University's Premises or any other University premises, this Condition shall not apply to the extent that the Supplier is able to show that any such loss, destruction or damage was not caused or contributed to by his negligence or default or the neglect or default of his servants, agents, or sub-contractors.

19. Termination for Breach of Contract

If either party commits a material breach of the Contract which is either not capable of remedy, or, if it is capable of remedy, he fails to remedy such breach within 14 days of being notified by the other party in writing to do so, that other party shall be entitled to terminate the Contract with immediate effect by notice in writing to the party that committed the material breach and without prejudice to any other rights or remedies of either party in respect of the breach concerned or any other breach of the Contract.

20. Cancellation

- (1) The University shall be entitled to terminate the Contract, or to terminate the provision of any part of the Goods or Services, at any time and for any reason by giving to the Supplier not less than 28 days' notice in writing to that effect without prejudice to any rights or remedies of the University for breach of contract. The Contract shall be discontinued and the University shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- (2) The University will be entitled to terminate the Contract, or to terminate the provision of any part of the Services, immediately by written notice if:
 - (a) the Supplier does or fails to do anything which brings or which might reasonably be expected to bring into disrepute the University, its officers, employees, clients or suppliers (including but not limited to committing an act of fraud, bribery or dishonesty whether or not connected with the provision of the Services); or
 - (b) the Supplier commits a material breach of any of the terms and Conditions of the Contract (which is incapable of remedy – see Condition 17 above); or
 - (c) any distress, execution or other process is levied upon any of the assets of the Supplier; or
 - (d) the Supplier has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier; or
 - (e) the Supplier ceases/threatens to cease to carry on its business; or

(f) the financial position of the Supplier deteriorates to such an extent that in the opinion of the University the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.

- (3) Termination of the Contract, however arising, is without prejudice to the rights and duties of the Parties accrued prior to termination. The Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

21. Remedies

- (1) Without prejudice to any other right or remedy which the University may have, if any Goods or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract the University shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods/Services have been accepted by the University:
 - (a) to rescind the Order;
 - (b) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
 - (c) at the University's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or Services or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - (d) to refuse to accept any further deliveries of the Goods but without any liability to the Supplier;
 - (e) to carry out at the Supplier's expense any work necessary to make the Goods/Services comply with the Contract; and
 - (f) to claim such damages as may have been sustained in consequence of the Supplier's breach(es) of the Contract.

22. Dispute Resolution

- (1) The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.
- (2) If the Parties cannot resolve the dispute pursuant to paragraph (1) of this Condition, the dispute may, by agreement between the Parties, be referred to mediation.
- (3) The performance of the Services shall not cease or be delayed by the reference of a dispute to mediation pursuant to paragraph (2) of this Condition.
- (4) If the Parties do not agree to refer the dispute to mediation, or if the Parties fail to reach agreement as to who shall mediate the dispute,

or if they fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

23. Force majeure

The University reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods/Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the University including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

24. Supplier's Personnel

- (1) The University reserves the right to refuse to admit to the University's Premises any person employed by the Supplier or its sub-contractors, whose admission would be undesirable in the reasonable opinion of the University.
- (2) If and when requested by the University, the Supplier shall provide a list of the names of all persons who may at any time require admission in connection with the performance of the Services to the University's Premises, specifying the role in which each such person is concerned with the Supplier and giving such other particulars as the University may reasonably require.

25. Rights of Third Parties

It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

26. Data Protection and Freedom of Information

- (1) The Supplier must comply with all relevant provisions of the Data Protection Act 2018 ("the Act") and the General Data Protection Regulation 2018 ("GDPR") and do nothing which causes, or may cause, the University to be in breach of its obligations under the Act and/or the GDPR. In particular, to the extent that the Supplier acts as a data processor in respect of any personal data pursuant to the Contract, the Supplier must only process such personal data as is necessary to enable it to fulfil its obligations under this Contract.
- (2) The Supplier will at its own cost, at the University's request, assist the University to comply with any requests for access to personal data under the provisions of the Act and respond to any such request promptly to enable the University to comply with its obligations under the Act.
- (3) The Supplier acknowledges that the University is subject to the requirements of FOIA and shall

assist and co-operate with the University (at the Supplier's expense) to enable the University comply with information disclosure requirements.

27. Freedom of Information

- (1) the Supplier acknowledges that the University may be deemed a public authority as defined by Freedom of Information Act 2000 (as amended from time to time) and any subordinate legislation made under it or any superseding enactment and regulations including the Environmental Information Regulations 2004 (the "FOI Legislation") and therefore recognises that the University may be the subject of a request for information made by any person to the University.
- (2) If the University receives a request under the FOI Legislation to disclose any information that, under this Contract, is Confidential Information, it will notify and consult with the Supplier. The Supplier will respond within 5 days after receiving notice if that notice requests the Supplier to provide information to assist in determining whether or not an exemption to the FOIA applies to the information requested.
- (3) The University will respond to any requests in accordance with the guidance of the Information Commissioner's Office (or any superseding regulatory body). The University's decision in this respect shall be final.
- (4) Clauses 1, 2 and 3 of this Condition shall survive the expiry or termination of this Contract.

28. Non-discrimination

The Supplier must take all reasonable steps to ensure that all servants, employees or agents of the Supplier and all sub-contractors employed in the execution of the Contract do not unlawfully discriminate.

29. Anti-Corruption

- (1) The Supplier must comply at all times with The Bribery Act 2010 and Criminal Finances Act 2017 and do nothing which constitutes an offence under those Acts, or which might put the University in the position of committing an offence under those Acts.
- (2) The Supplier will indemnify the University against all and any loss, damages or costs sustained by it arising out of any breach by the Supplier of its obligations at Clause 29 (1) of this Contract.
- (3) At the request of the University and at the Supplier's own expense, it will provide all reasonable assistance to enable the University to resist any claim, action, prosecution or proceedings brought against it arising from the subject matter of this Contract, or the circumstances surrounding the entering into of this Contract, or of the Supplier's breach of Clause 29 (1), or by virtue of the University's relationship with the Supplier.

30. Anti-Slavery

- (1) In performing its obligations under this Contract, the Supplier will and (if applicable) will ensure

that each of its sub-contractors shall comply with the Modern Slavery Act 2015.

(2) The Supplier represents and warrants that:

(a) it conducts its business in a manner that is consistent with the Modern Slavery Act 2015;

(b) neither the Supplier nor any of its officers, employees or other persons associated with it:

(i) has been convicted of any offence involving slavery and human trafficking; and

(ii) has been or is 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.

(3) The Supplier will implement due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

(4) If the University permits the Supplier to sub-contract its obligations, the Supplier will implement an appropriate system of due diligence, audit and training designed to ensure compliance with the Modern Slavery Act 2015.

(5) The Supplier will notify the University as soon as it becomes aware of:

(i) any breach, or potential breach, of the Modern Slavery Act 2015; or

(ii) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

(6) On request by the University, the Supplier will prepare and deliver to the University an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

(7) The Supplier will:

(i) maintain a complete set of records to trace the supply chain of all Goods and/or Services provided to the University in connection with this Contract; and

(ii) implement annual supplier and sub-contractor audits, either directly or through a third party auditor to monitor compliance with the Modern Slavery Act 2015.

(8) The Supplier will implement a system of training for its employees to ensure compliance with the Modern Slavery Act 2015.

(9) The Supplier will keep 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 University on request.

(10) The Supplier will indemnify the University against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the University as a result of any breach of the Modern Slavery Act 2015.

31. Sustainability and Other Legislation

(1) The Supplier will, and will procure that its sub-contractors, agents and personnel, comply with all applicable law.

(2) During the Course of this Contract, the Supplier must at the earliest opportunity notify the University of any finding by a Court, Tribunal, or equivalent body, against the Supplier as to an unlawful act being carried out by the Contractor under relevant legislation.

(3) The Supplier will deliver the Goods or Services according to the sustainable and environmental standards (if any) specified by the University and to the extent required by the University (if at all), the Supplier will periodically report performance in this respect.

32. Supplier Status

Nothing in the Contract will create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the University and the Supplier.

33. Law and Jurisdiction

The Contract will be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England & Wales.