

LIVERPOOL SCHOOL OF TROPICAL MEDICINE STANDARD CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS AND SERVICES**1. DEFINITIONS**

- 1.1 "The school" means Liverpool School of Tropical Medicine and shall include all constituent; Subsidiaries, Premises and Departments
- 1.2 "Authorised officer" means the officer authorised to be the duly authorised representative of the school as nominated by the school from time to time.
- 1.3 "Confidential information" means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, clients, customers, products, affairs and finances of the school or any group company of the school for the time being confidential to the school or any of the school's group companies and trade secrets including, without limitation, technical data and know-how relating to the business of the school or of any of the school's group companies or any of its or its suppliers, clients, customers, agents, distributors, shareholders or management.
- 1.4 "Contract" means the agreement between the school and the supplier comprising the purchase order, these terms and conditions and schedules hereto, and the specification, (for the avoidance of doubt all other terms, conditions or warranties other than any terms, conditions or warranties implied by law in favour of the supplier are excluded from the agreement between the school and the supplier unless expressly accepted in writing by the school).
- 1.5 "Ethics, anti-bribery and anti-corruption policies" means the school's policies relating to ethics, anti-bribery and anti-corruption.
- 1.6 "Goods" means any such goods as are to be supplied by the supplier as detailed in the purchase order or associated specification.
- 1.7 "Input material" means any documents or other materials, and any data or other information provided by the school relating to the services.
- 1.8 "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, moral 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.
- 1.9 "Inventions" means any invention, idea, discovery, development, improvement or innovation made by the supplier in the provision of the services, whether or not patentable or capable of registration and whether or not recorded in any medium.
- 1.10 "The school" means the school and its designated agents and associated companies.

- 1.11 "Output material" means any documents or other materials and any data or other information provided by the supplier relating to the services (including but not limited to any inventions).
- 1.12 "Personal data" shall have the meaning set out in the Data Protection Act 1998.
- 1.13 "Personnel" means all persons employed by the supplier to perform its obligations under the contract together with the supplier's servants, agents, and suppliers and approved sub-contractors used in the performance of its obligations under this contract.
- 1.14 "Premises" means premises owned, controlled or occupied by the school or its affiliates which are made available for use by the supplier or its subcontractors for provision of the services (or any of them) on the terms set out in this contract or any separate agreement or licence.
- 1.15 "Process(ing)" shall have the meaning set out in the Data Protection Act 1998.
- 1.16 "Purchase order" means the school's purchase order having these terms and conditions on its reverse or attached to it referring to these terms and conditions on its face.
- 1.17 "Services" means any such services as to be provided by the supplier, as detailed in this purchase order or associated specification.
- 1.18 "Specification" means any document supplied by the school setting out details of the school's requirements in relation to the contract.
- 1.19 "Subcontract" means any contract or agreement or proposed contract or agreement between the supplier and any third party whereby that third party agrees to provide to the supplier the services or any part thereof or facilities or services necessary for the provision of the services or any part thereof or necessary for the management, direction or control of the services or any part thereof.
- 1.20 "Subcontractor" means any third party with whom the supplier enters into a subcontract or its servants or agents and any third party with whom that third party enters into a subcontract or its servants or agents.
- 1.21 "Supplier" means the person, firm or company to whom this purchase order is addressed.

2. THE CONTRACT

- 2.1 The purchase order, which must be acknowledged by the supplier by post or email (or as otherwise specified by the school from time to time, constitutes an offer by the school to purchase the goods and or acquire the services subject to the terms of the contract.
- 2.2 The purchase order shall be deemed to be accepted on the earlier of:
 - 2.2.1 the supplier issuing a written acceptance of the purchase order to the school in accordance with the notice provisions of clause [20] of these terms and conditions; and
 - 2.2.2 the supplier doing any act consistent with fulfilling the purchase order,

at which point the contract shall come into existence.

- 2.3 These conditions govern the contract between the school and the supplier. No other terms and conditions, whether introduced prior to or subsequent to the purchase order shall have any relevance to this contract unless expressly agreed in writing by the authorised officer. The delivery of goods or supply of services in response to the purchase order shall imply that the supplier shall have accepted the terms and conditions contained herein. In execution of the contract the supplier shall be acting as principal and not as agent to the school.
- 2.4 The purchase order will lapse unless unconditionally accepted by the supplier in writing within seven days of its date.

3. VARIATIONS

- 3.1 The school shall have the right before delivery of goods or commencement of services to issue the supplier with written notification of variation of the purchase order. Any such variation shall take precedence over the purchase order, and delivery of goods or commencement of the provision of the services by the supplier shall be taken to imply acceptance of any applicable variation.
- 3.2 If the supplier is unable to accept a variation to the purchase order the supplier shall immediately notify the school in writing and the purchase order and contract shall be deemed cancelled under the provisions of clause [16].

4. THE PRICE

- 4.1 The price of the Goods and or Services (the "Price") shall be as set out in the Purchase Order and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods and any duties, imports or levies other than value added tax (which the Supplier shall add to its invoices at the appropriate rate).
- 4.2 Subject to Clause [4.3], the Price shall be fixed and firm for the duration of the Contract.
- 4.3 No variation in the Price shall apply unless agreed in writing by the Authorised Officer prior to delivery of Goods or completion of Services.

5. TIME

- 5.1 The goods shall be delivered to, and the services should be performed at the address for delivery set out in the purchase order, not later than the date specified in the purchase order (unless otherwise agreed in writing by the school) (the "location") during the school's normal business hours, or as instructed by the school.
- 5.2 Time of delivery of the goods and commencement and completion of the services is of the essence of the contract.
- 5.3 A packing note quoting the number of the purchase order and the stock code of the school must accompany each delivery or consignment of the goods and must be displayed prominently.
- 5.4 If the goods are to be delivered, or the services are to be performed, by instalments, the contract will be treated as a single contract and not severable.

- 5.5 The school shall not be obliged to return to the supplier any packaging or packing materials for the goods, whether or not any goods are accepted by the school. In the event that the school agrees to return such packaging or packing materials, the supplier shall pay to the school its charges for such services as notified to the supplier from time to time.
- 5.6 Delivery of the goods shall be completed on the completion of unloading the goods at the location.

6. QUALITY OF GOODS

6.1 The supplier warrants to the school that:

6.1.1 The goods and or services supplied under this contract shall be to the school's satisfaction and shall conform in all respects with all relevant laws, enactments and regulations, the particulars of the purchase order, the specification or any associated description or specification, and the policies of the school notified to the supplier from time to time (including but not limited to any environmental, staff vetting, data handling, security and business continuity policies).

6.1.2 The goods shall:

6.1.2.1 be fit for any purpose held out by the supplier made known to the supplier expressly or by implication by the school and in this respect the school shall rely on the supplier's skill, judgement and experience;

6.1.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 (as amended));

6.1.2.3 be entirely safe when in use and properly operated. The goods and packaging, whether supplied or used in connection with a service must conform to all relevant British/European/International Standards and/or statutory and regulatory requirements in force at the date of delivery of such goods;

6.1.2.4 be new (unless otherwise specified in the purchase order);

6.1.2.5 correspond with their description on any samples, patterns, drawings, plans and specifications;

6.1.2.6 be free from defects in design, material and workmanship and remain so for term of the contract plus 24 months.

6.1.3 The supplier is the owner of the goods and is the proprietor of all intellectual property rights therein and or is in possession of such rights to sell the goods to the school with full title guarantee;

6.1.4 The supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the contract.

7. QUALITY OF SERVICES

The supplier further warrants to the school that:

- 7.1.1 the supplier shall at all times perform the services with all due skill, care and diligence including, but not limited to, industry best practice and in accordance with the supplier's own established internal procedures;
 - 7.1.2 the supplier shall at all times make available sufficient personnel (who shall be competent and suitable in every respect, whether as to qualifications, experience or otherwise) and all other resources as are required for the successful and timely completion of the services;
 - 7.1.3 the services shall at all times be supplied by appropriately supervised, experienced, qualified, trained and competent personnel; and
 - 7.1.4 the supplier shall at all times perform the services in a manner which conforms to all relevant British/European/International Standards and or legislation from time to time in force.
- 7.2 The school's rights under these terms and conditions are in addition to the statutory terms implied in favour of the school by the supply of goods and services act 1982 and any other statute.
- 7.3 The decision of the school as to whether any person is to be admitted to or is to be removed from the school's premises or is not to become involved in or is to be removed from involvement in the performance of the contract shall be final, conclusive and without liability to the supplier.

8. ACCEPTANCE, INSPECTION AND REJECTION

- 8.1 The Supplier shall not unreasonably refuse any request by the school to inspect and test the goods (and (as appropriate) the provisions of any services) during manufacture, processing or storage at the premises of the supplier or any third party prior to dispatch, and the supplier shall provide the school with all facilities reasonably required for such inspection and testing.
- 8.2 The school shall inspect the goods and or services and may issue a written notice to the supplier accepting such goods and services, rejecting all or part of any goods and or services which fail to meet the requirements of the contract.
- 8.3 The supplier shall provide the school in respect of each load of products a note of the description of the product at the time of delivery.
- 8.4 The school may reject any goods and or services delivered which are not in accordance with the contract and or its procedures, and shall not be deemed to have accepted any goods and or services until the school has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the goods and or services has become apparent.
- 8.5 If the goods and or services are rejected, without limiting any other right or remedy available to the school, the supplier shall remove the goods and or deliverables in relation to any services at the supplier's own expense within five days of notification and shall, at the authorised officer's sole discretion within seven days, replace the goods and or services or

refund the school in respect of the value of the goods and or rectify the services. in such an event, and whether or not the school has previously required the supplier to repair the goods and or services or to supply any replacement goods or services and or output material, the school may treat the contract as discharged by the supplier's breach and require the repayment of any part of the price which has been paid.

- 8.6 For the avoidance of doubt the authorised officer's signature on the supplier's delivery note shall signify delivery rather than inspection and acceptance of the goods and or services.
- 8.7 Any approval required by the supplier in relation to the goods and or services may only be provided in writing by the authorised officer or as otherwise stipulated by the school in writing from time to time.

9. PROPERTY AND RISK

- 9.1 Title in the goods shall pass to the school on delivery, unless payment for the goods is made prior to delivery, when it shall pass to the school once payment has been made and the goods have been appropriated to the contract.
- 9.2 Risk in the goods shall pass to the school upon inspection and acceptance of the goods in accordance with, and subject to, these terms and conditions.

10. INTELLECTUAL PROPERTY

- 10.1 The supplier warrants that it has full clear and unencumbered title to the goods and output material and that at the date of delivery of the goods and the output material to the school, it will have full and unrestricted rights to assign the goods and the output material to the school.
- 10.2 The property and any intellectual property rights in:
- 10.2.1 any input material shall belong to the school for the purposes of this contract;
 - 10.2.2 the goods and any output material shall, unless otherwise agreed in writing between the school and the supplier, be assigned to the school with full title guarantee and free from all third party rights.
- 10.3 In the event that it is agreed in writing between the school and the supplier that the copyright and other intellectual property rights belong to the supplier, the school shall be entitled to use the output material for the purposes of utilising the services by way of an irrevocable, perpetual, royalty free licence.
- 10.4 The supplier undertakes:
- 10.4.1 whenever requested to do so by the school and in any event on the termination of the contract, promptly to deliver to the school all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the output material and the process of their creation which are in its possession, custody or power;
 - 10.4.2 not to register nor attempt to register any of the intellectual property rights in the output material nor any of the inventions, unless requested to do so by the school;

- 10.4.3 to do all acts necessary to confirm that absolute title in all intellectual property rights in the output material has passed, or will pass, to the school.
- 10.5 The supplier warrants to the school that:
 - 10.5.1 it has not given and will not give permission to any third party to use any of the output material, nor any of the intellectual property rights in the output material;
 - 10.5.2 it is unaware of any use by any third party of any of the output material or intellectual property rights in the output material; and
 - 10.5.3 the use of the output material or the intellectual property rights in the output material by the supplier will not infringe the rights of any third party.
- 10.6 The supplier acknowledges that, except as provided by law, no further fees or compensation other than those provided for in the contract are due or may become due to the supplier in respect of the performance of its obligations under this clause 10.
- 10.7 The supplier shall waive all moral rights in the output material and obtain waivers of all moral rights in the goods and output material to which any individual is now or may be at any future time entitled under chapter IV of part I of the copyright designs and patents act 1988 or any similar provisions of law in any jurisdiction.
- 10.8 The supplier shall, promptly at the school's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the school may from time to time require for the purpose of securing for the school the full benefit of the contract, including all rights, title and interest in and to the intellectual property rights and all other rights assigned to the school in accordance with this clause 10.
- 10.9 The supplier irrevocably appoints the school to be his attorney in his name and on his behalf to execute documents, use the supplier's name and do all things which are necessary or desirable for the school to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the school, that any instrument or act falls within the authority conferred by the contract shall be conclusive evidence that such is the case so far as any third party is concerned.

11. INDEMNITY AND INSURANCE

- 11.1 The supplier shall indemnify the school against all losses, damage, injury or expense, and injury to or death of any person, howsoever caused by or arising from, either directly or indirectly:
 - 11.1.1 the goods and or services not being fully in accordance with this contract;
 - 11.1.2 any liability under the consumer protection act 1987 or similar legislation in respect of the goods;
 - 11.1.3 any act by the supplier, the supplier's employees, agents or sub-contractors including but not limited to a breach of the provisions of the contract; or
 - 11.1.4 any liability pursuant to the transfer of undertakings (protection of employment) regulations 2006 and related legislation.

- 11.2 The supplier shall fully indemnify the school against any expenses arising from any alleged or actual infringement of any proprietary right including but not limited to any intellectual property rights howsoever arising from this contract.
- 11.3 For the term of this contract and a period of 6 years thereafter, the supplier shall maintain satisfactory insurance cover as stipulated by the school from time to time (including but not limited to product liability (in relation to goods), professional indemnity (in relation to services), public liability and employers liability with a reputable insurer in respect of all liabilities, both statutory and contractual, arising from this contract, to a minimum of £10 million or such higher figure as the school may specify. the supplier shall produce other statutory evidence of such insurance and payment of the current premium to the school on request.
- 11.4 The school, its employees, agents or associated companies shall in no circumstances whatsoever be liable for any loss of profits or indirect or consequential loss howsoever arising from this contract.

12. PAYMENT

- 12.1 The supplier may invoice the school for payment on or at any time after the goods have been accepted or services completed to the satisfaction of the school, and payment of such invoice shall be made within [30] days after the end of the month of receipt by the school of a correct, itemised invoice or value added tax where applicable will be shown separately on all invoices as a net extra charge.
- 12.2 The supplier's invoice must quote the full purchase order number and be addressed as detailed on the front of this purchase order. For the avoidance of doubt, when it becomes apparent to the supplier, that the total value on the purchase order may be exceeded, the written permission of the school must be obtained by the supplier prior to it providing goods and or services of a value in excess of the purchase order.
- 12.3 The school shall not be responsible for any delays in payment arising from failure to comply with these invoicing instructions.
- 12.4 Payment by the school shall be without prejudice to any rights or remedies available to it under this contract, or otherwise, and shall not constitute any binding admission by the school as to the suitability, quantity, quality or fitness for purpose of goods received or satisfactory performance and completion of the services by the supplier.
- 12.5 If the school fails to pay any amount payable by it under the contract, the supplier may charge the school interest on the overdue amount from the due date up to the date of actual payment, after as well as before judgment, at the rate of 2% per annum above the base rate for the time being of Bank of England.
- 12.6 The supplier shall maintain complete and accurate records of the time spent and materials used by the supplier in providing the services in such form as the school shall approve. The supplier shall allow the school to inspect such records at all reasonable times on request.

13. RECOVERY OF SUMS DUE

- 13.1 Whenever, under this contract, any sum from the supplier or payable by the school to the supplier, may be deducted from any sum then due, or which may, at a later time, become due to the supplier under this contract.

14. PUBLICITY

- 14.1 The supplier shall not publish or reproduce or arrange press releases or make public statements in connection with this purchase order or make use of the name of the school in any publicity without the school's prior written approval.

15. CONFIDENTIALITY

- 15.1 The supplier shall keep in strict confidence all confidential information and (except with the prior written consent of the school) shall, and shall procure that its personnel shall:
- 15.1.1 not use or exploit the confidential information in any way except for the purpose of the contract;
 - 15.1.2 not disclose or make available the confidential information in whole or in part to any third party, except as permitted by the contract;
 - 15.1.3 not copy, reduce to writing or otherwise record the confidential information in whole or in part except as strictly necessary for the purpose of the contract (and any such copies, reductions to writing and records shall be the property of the school);
 - 15.1.4 unless otherwise agreed between the parties to the contract, not use, reproduce, transform, or store the confidential information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;
 - 15.1.5 keep separate the confidential information from all documents and other records of the supplier;
 - 15.1.6 apply the same security measures and degree of care to the confidential information as the supplier applies to its own confidential information, which the supplier warrants as providing adequate protection from unauthorised disclosure, copying or use;
 - 15.1.7 keep a written record of any document or other confidential information received from the school in tangible form; any copy made of the confidential information; and
 - 15.1.8 ensure that any document or other records containing confidential information shall be kept at its premises and shall not remove or allow to be removed such document or record from its premises.
- 15.2 The supplier shall restrict disclosure of such confidential information to such of its personnel as need to know it for the purpose of discharging its obligations under the contract, and shall ensure that such personnel are subject to obligations of confidentiality corresponding to those which bind it. The supplier shall be liable to the school for the actions or omissions of its personnel as if they were actions or omissions of the supplier.

- 15.3 The supplier may disclose confidential information to the extent that such confidential information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the school as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 15.3, it takes into account the reasonable requests of the school in relation to the content of the disclosure.
- 15.4 The supplier shall establish and maintain adequate security measures (including but not limited to reasonable security measures proposed by the school from time to time) to safeguard the confidential information from unauthorised access or use.
- 15.5 At the request of the school, the supplier shall:
- 15.5.1 destroy or return to the school all documents and materials (and any copies) containing, reflecting, incorporating or based on the confidential information;
 - 15.5.2 erase all the confidential information from its computer systems or which is stored in electronic form (to the extent possible); and
 - 15.5.3 certify in writing to the school that it has complied with the requirements of this clause 15, provided that the supplier may retain documents and materials containing reflecting, incorporating, or based on the confidential information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the supplier to keep evidence that it has performed its obligations under this contract. The provisions of this clause 15 shall continue to apply to any such documents and materials retained by the supplier.
- 15.6 Except as expressly stated in this contract, the school does not make any express or implied warranty or representation concerning its confidential information, or the accuracy or completeness of the confidential information.
- 15.7 The supplier acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this contract, accordingly, without prejudice to any other rights and remedies it may have, the school shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any provisions of the contract.
- 15.8 The supplier shall indemnify and keep fully indemnified the school and its associated companies at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interests, penalties and other costs and expenses suffered or incurred by the school and or its associated companies arising from any breach of this contract by the supplier and from the actions or omissions of any of its personnel.
- 15.9 The provisions of clause 15 shall survive the termination or expiry of the contract.

16. DURATION AND CANCELLATION

- 16.1 The contract shall come into force on the date set out on the purchase order and, subject to earlier cancellation or termination in accordance with this contract, shall continue in force for the period set out on the purchase order.
- 16.2 Up to the time of acceptance of the goods and or services in accordance with the contract, the school may cancel the contract at any time without liability to the supplier by giving the supplier written notice.

17. TERMINATION

- 17.1 The school may immediately terminate this contract (in whole or part) without liability by written notice to the supplier if:
 - 17.1.1 the supplier is in breach of any of the provisions of this contract; or
 - 17.1.2 the supplier commits any gross misconduct affecting the business of the school; or
 - 17.1.3 the supplier is convicted to any criminal offence (other than an offence under any road traffic legislation in the united kingdom or elsewhere for which a fine or non-custodial penalty is imposed; or
 - 17.1.4 [if an individual, the supplier is incapacitated (including by reason of illness or accident) from providing the services for an aggregate period of [30] days in any [52 week] consecutive period; or]
 - 17.1.5 the supplier becomes, or appears to become, insolvent or bankrupt or in any other way unable to meet its commitments under this or any other contract; or
 - 17.1.6 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the supplier; or
 - 17.1.7 the supplier ceases, or threatens to cease, to carry on business; or
 - 17.1.8 for whatever reason, the supplier is bringing, or may bring, bad publicity or disrepute upon the school.
- 17.2 Upon termination or expiry of this contract, the supplier shall :
 - 17.2.1 at the school's request, return, destroy and or erase all input material and confidential information supplied to it by the school and provide a certificate confirming that it has complied with such request and not retained a copy of any such input material and or confidential information.;
 - 17.2.2 immediately deliver to the school all property belonging to the school (including but not limited to output material) in its possession or under its control;
- 17.3 clauses which expressly or by implication survive termination of the contract shall continue in full force and effect (including without limitation clauses 8.4, 8.5, 5.9, 10, 11, 12.6, 14.1, 15, 17.2, 24 and 25).

18. WAIVER

18.1 Failure on the part of the school at any time to enforce any provision of this contract shall in no way affect the school's rights at a later date to require performance of the contract nor shall a waiver of any breach be taken or held to be a waiver of any subsequent breach of any provision.

19. **ANTI-BRIBERY**

19.1 The Supplier shall ensure that it and persons associated with it or other persons who are performing services in connection with the Contract shall:

19.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

19.1.2 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;

19.1.3 comply with the Ethics, Anti-bribery and Anti-corruption Policies, updated from time to time ("Relevant Policies");

19.1.4 offer, give or agree to give to anyone any personal inducement or reward in respect of this or any other LSTM Contract (even if the Contractor does not know what has been done).

19.1.5 commit any fraud in connection with this or any other school contract whether alone or in conjunction with LSTM members, Contractors or employees.

19.1.4 not do, or omit to do, any act that will cause or lead the school to be in breach of any of the Relevant Requirements or Relevant Policies.

19.1.5 immediately report to the school any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract;

19.1.6 have and shall maintain in place throughout the term of the 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, the Relevant Policies and clause 19.1.2, and will enforce them where appropriate;

19.1.7 if requested, provide the school with any reasonable assistance, at the Supplier's reasonable cost, to enable the school to perform any activity required by any relevant government or agency in any jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policies;

19.1.8 within [1] calendar months of the date of the Contract, and annually thereafter, certify to the school in writing signed by an officer of the Supplier, compliance with this clause 19 by the Supplier and all persons associated with it or other persons who are performing services in connection with the Contract. The Supplier shall provide such supporting evidence of compliance as the school may reasonably request.

- 19.2 The Supplier shall indemnify the school against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the school as a result of any breach of clause 19.1 by the Supplier, or any breach of provisions equivalent to clause 19.1 in any subcontract by any subcontractor.
- 19.3 The Supplier warrants and represents that:
- 19.3.1 neither the Supplier nor any of its Personnel or persons associated with it or any other person who is performing services in connection with this Contract:
- 19.3.1.1 has been connected to any offence involving bribery or corruption, fraud or dishonesty;
- 19.3.1.2 having made reasonable enquiries, so far as it is aware or to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
- 19.3.1.3 has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;
- 19.3.2 none of the Personnel of the Supplier or any person associated with it or any other person who is performing services in connection with this Contract is a foreign public official; and
- 19.3.3 no foreign public official owns a direct or indirect interest in the Contractor or any person associated with it or any person for whom the Contractor is responsible under clause 19.1 and no public official has any legal or beneficial interest in any payments made by the school under the Contract.
- 19.4 The Supplier shall immediately notify the school if, at any time during the term of the Contract, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 19.3 at the relevant time.
- 19.5 The Supplier shall ensure that, by introducing adequate procedures, any person associated with the Supplier who is performing services or providing goods in connection with this 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 the Supplier in this clause 19 ("Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the school for any breach by such persons of any of the Relevant Terms.
- 19.6 Without prejudice to clause 16, if the school terminates the Contract for breaching this clause 19, the Supplier shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third party policies.

- 19.7 Regardless of any other provision in this Contract, the school shall not be obliged to, or omit to so any act which would, in its reasonable opinion put it in breach of any of the Relevant Requirements.
- 19.8 For the purpose of clause 19, the meaning of adequate procedures and foreign public official 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
- 19.9 The Supplier shall not, prior to, during or after the date of this Contract:
- 19.9.1 communicate to any third party the amount of the proposed tender price in relation to the Goods and or Services, unless such disclosure is made in confidence to an insurer in the event that such disclosure is necessary to obtain insurance premium quotations required for the preparation of such tender;
- 19.9.2 enter into any agreement or arrangement with any third party that it shall refrain from tendering or as to the amount of any tender to be submitted.

20. HEALTH AND SAFETY

- 20.1 The supplier shall promptly notify the school of any health and safety hazards, which may arise in connection with the performance of the contract.
- 20.2 Where, in the performance of the contract the supplier and or its personnel is required to be on the premises, the supplier and it shall comply with any health and safety measures implemented by the school in respect of personnel and other persons working on those premises.
- 20.3 The supplier shall notify the school immediately in the event of any incident occurring in the performance of the contract on the premises where that incident causes any personal injury or damage to property that could give rise to personal injury.
- 20.4 The supplier shall comply at all times for the requirements of the Health and Safety at Work etc. Act 1974, control of substances hazardous to health regulations 2002 and all subsequent amendments thereto, the school's health and safety guidance notes and any health and safety or related instructions which may be issued to the supplier by the school at any time.
- 20.5 The supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the school on request.

21. ASSIGNMENT AND SUB-CONTACTING

- 21.1 The supplier is prohibited from transferring or assigning directly or indirectly to any person or persons whatsoever any portion of the contract or enter into such a subcontract without prior written permission from the school. The supplier shall be responsible for any acts and omissions of any subcontractors as if they were the acts and omissions of the supplier.

22. NOTICES

- 22.1 All notices and communications require to be sent from the supplier to the school or from the school to the supplier under this contract shall be made in writing and sent by first class mail. they will be deemed to have reached the party to whom it is addressed on the second business day following date of posting to the following contacts:

THE SCHOOL: Lead Contract Officer

SUPPLIER: Lead Contract Officer

23. RIGHTS OF THIRD PARTIES

- 23.1 The parties hereby declare that no term of the Contract is intended by the parties to confer a benefit on any third party (as defined by the Contracts (Rights of Third Parties) Act 1999) nor is intended to be enforceable by any third party. The provisions of the said Act are hereby excluded.

24. DATA PROTECTION

- 21.1 Data Protection Act 1998 ("DPA") or other relevant data protection legislation or regulatory provisions.

- 21.2 The supplier shall:

- 24.2.1 only act upon the instructions of the school and at all times comply with its obligations under the DPA, including but not limited to, taking appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data as required by the seventh principle of the DPA. when considering what measures are appropriate, the supplier shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss or destruction, and to the nature of the data to be protected;
- 24.2.2 provide to the school a written description of the technical and organisational methods employed by the supplier for processing personal data (within the timescales required by the school).
- 24.2.3 ensure the reliability of its personnel by vetting its personnel appropriately who have access to personal data;
- 24.2.4 not transfer personal data outside the European economic area without the school's prior written consent;
- 24.2.5 permit the school or the school's authorised officer (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the supplier's data processing activities (and/or those of its employees, officers, agents and approved sub-contractors) and comply with all reasonable requests or directions by the school to enable the school to verify and/or procure that the supplier is in full compliance with its obligations under this clause;

- 24.2.6 comply with security standards ISO/IEC27001 and ISO/IEC27002 (the standards) and shall carry out regular security audits as may be required by the British standards institute to ensure compliance and shall, on request, provide copies of the reports of such audits to the school. if such audits show any non-compliance, the supplier shall remedy such breaches of the standards forthwith at its own expense;]
- 24.2.7 immediately inform the school any breach of this clause.
- 24.2.8 notify the school immediately if it become aware of any actual, threatened or potential breach of security of the personal data and shall, if a breach of security occurs, immediately take all reasonable steps necessary to:
- 24.2.8.1 remedy such breach or protect the personal data against any breach or threat; and
 - 24.2.8.1(a) prevent an equivalent breach in the future.
 - 24.2.8.1(b) such steps shall include any action or changes reasonably required by the school.
- 24.2.9 as soon as reasonably practicable the supplier shall provide to the school full details (using such reporting mechanisms as may be specified by the school from time to time) of any actual, potential or threatened breach and the steps taken by the supplier in respect of such breach.
- 24.3 The supplier shall indemnify the school against all actions costs expenses claims proceedings and demands which may be brought or made against the school for breach of statutory duty under the DPA which arises from the processing use disclosure or transfer of personal data by the supplier and its personnel and or a breach of the provisions of this clause 24.
- 24.4 The provisions of this clause shall apply during the continuance of this agreement and indefinitely after its expiry or termination.

25. FREEDOM OF INFORMATION

- 25.1 The school is under certain statutory duties which may require the release of information under the freedom of information act 2000 and or the environmental regulations 2004. Such information may include matters relating to or arising out of or under this contract. The school shall be entitled to disclose such information in the event that it receives a request to do so. In this event, provided that it is legally permitted to do so, the school shall inform the contractor of the request and give the supplier details of the information that the school intends to disclose. The school will not usually disclose information which is subject to an exemption under the freedom of information act 2000 or the environmental information regulations 2004 save where such disclosure is agreed by the supplier and or required by the information commissioner.

26. DISCRIMINATION

- 26.1 The supplier, its agents, employees or sub-contractors shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or religious belief or age or any other basis as

notified to the supplier by the school from time to time and shall comply with the equality act 2010 and any associated legislation.

27. DISPUTE RESOLUTION

27.1 If any dispute arises in connection with this Contract, the parties will attempt to settle it with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

28. SEVERABILITY

28.1 If any provision of these terms and conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provision of these terms and conditions and the remainder of the provision in question shall not be affected.

29. NO PARTNERSHIP OR AGENCY

29.1 Nothing in this Contract 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.

30. HEADINGS

30.1 The headings to these terms and conditions shall not affect their interpretation.

31. GOVERNING LAW

31.1 This Contract shall be governed by and construed in accordance with English Law and the Supplier hereby irrevocably submits to the jurisdiction of the English Courts

32. DISCOUNTS

32.1 The school is a member of the North West University Purchasing Consortium and is therefore eligible for all discounts or special terms negotiated by the NWUPC on behalf of its member institutions. The school has charitable status and is an educational establishment and is entitled to all discounts offered by suppliers to charities.