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**The University of Manchester
Terms and Conditions of Purchase
(April 2024)**

1. DEFINITIONS AND INTERPRETATION

1.1. The definitions and rules of interpretation in this condition 1 apply in these Conditions.

“Business Day”	means a day, excluding Saturdays and Sundays and official University closure days, on which banks are generally open in London, England, for the transaction of normal banking business.
“Conditions”	means these terms and conditions and a reference to a Condition means a term or condition of these Conditions.
“Contract”	means the contract between the University and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
“Deliverables”	means any outputs of the Services, all Documents, products and materials developed by the Supplier or its agents, subcontractors and employees in relation to the Services in any form or media, computer programs (including source code), data, reports and specifications and reports (including drafts).
“Document”	includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
“GHG Emissions”	means emissions of the greenhouse gases listed at Annex A of the 1998 Kyoto Protocol to The United Nations Framework Convention on Climate Change, as may be amended from time to time, and from all sources categorised as scope 1, 2 and 3 emissions by The Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard, Revised Edition 2015¹ as updated from time to time.
“Goods”	means the goods (including any equipment and any part or parts of them) to be provided by the Supplier under the Contract .
“Intellectual Property Rights”	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, 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

¹ <https://ghgprotocol.org/sites/default/files/standards/ghg-protocol-revised.pdf>

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 which subsist now or in the future in any part of the world.

- “Law”** any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code that has the equivalent of legal effect, rule of court, or directives or requirements of any regulatory body delegated or subordinate legislation or notice of any Regulatory Body.
- “Net Negative”** means that the aggregate of the Supplier’s actions to reduce its GHG Emissions exceeds its unabated GHG Emissions.
- “Net Zero Target”** means both a reduction of GHG Emissions overall and a removal of GHG Emissions associated with offsets acquired to address the Supplier’s Residual Emissions by 2050 or sooner, to achieve a balance between the Supplier’s sources and the sinks of GHG Emissions in a calendar year and for each subsequent year thereafter, and to achieve the goals of the Paris Agreement.
- “Offsetting Strategy”** means a plan that is aligned with the [Oxford Principles for Net Zero Aligned Carbon Offsetting²](#) and specifies:
- (a) the verified credits from a recognised offset provider that may be used by the Supplier to offset its Residual Emissions;
 - (b) how the Supplier will transition from using credits resulting from offsetting projects that avoid or reduce emissions of GHG to those from projects that remove emissions of GHG and involve long-term storage methods that have a low risk of reversal;
 - (c) how the Supplier will use best endeavours to reduce its use of credits by reducing its Residual Emissions to zero by 2050; and
 - (d) the impact of the relevant offsetting projects on a just transition and wider social and ecological goals.
- “Personnel”** means all persons employed by the Supplier to perform its obligations under this Contract together with the Supplier's servants, agents, and suppliers and approved subcontractors used in the performance of its obligations under this Contract.
- “Price”** means the price payable for the Goods and/or Services under the Contract, as specified on the Purchase Order. Where the Services are payable on a time and material basis the details of the hourly and/or daily rate shall also be specified on the Purchase Order.
- “Purchase Order”** means the University's written instruction to buy the Goods and/or Services or any combination thereof incorporating these Conditions.
- “Residual Emissions”** means GHG Emissions that are emitted from all operations of the Supplier including value and supply chains after all reasonable efforts

² <https://www.smithschool.ox.ac.uk/sites/default/files/2022-01/Oxford-Offsetting-Principles-2020.pdf>

have been made by the Supplier to reduce GHG Emissions from all operations including value and supply chains.

“Services”	means the services to be provided by the Supplier under the Contract, together with any other services which the University takes from the Supplier.
“Specification”	the description and specification including any related plans and drawings that are agreed in writing by the University and the Supplier.
“Supplier”	means the person, firm or company who supplies the University, as detailed on the Purchase Order.
“Supplier Material”	means all materials, equipment, documents and other property of the Supplier.
“University”	means The University of Manchester, a Royal Charter corporation registered under number RC000797, an exempt charity of Oxford Road, Manchester, M13 9PL.
“University Materials”	all materials, equipment and tools, drawings, specifications and data supplied by the University to the Supplier.
“VAT”	means value added tax chargeable under English law for the time being and any similar additional tax.

1.2. Headings in these Conditions shall not affect their interpretation.

1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5. A reference to **writing** or **written** includes e-mail.

1.6. Where the words **include(s)**, **including** or **in particular** are used in this Contract, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

1.7. Any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. APPLICATION OF TERMS

2.1. These Conditions shall:

2.1.1. prevail over any terms or conditions that the Supplier seeks to incorporate or rely upon, or implied by law, trade, custom, practice or course of dealing; and

2.1.2. shall apply to the supply of Goods and/or Services, except where the application to one or the other is specified in the Purchase Order.

2.2. The Supplier's quotation constitutes an offer by the Supplier to supply on these Conditions. No offer placed by the Supplier shall be accepted by the University other than by the University issuing a written Purchase Order, at which point the Contract will come into existence. The Supplier's standard terms and conditions shall not be incorporated into the Contract in any manner whatsoever.

3. SUPPLY OF GOODS

3.1. The Supplier shall ensure that Goods shall:

3.1.1. correspond with their description and any applicable Specification;

3.1.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the University, expressly or by implication, and in this respect the University relies on the Supplier's skill and judgment;

3.1.3. be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and

3.1.4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2. Where the Goods are, or include, software, Schedule 2 shall apply.

3.3. The provisions in Condition 3.1 shall survive any delivery, inspection, acceptance, payment or performance pursuant to the Contract and shall extend to any replacement, repaired, substitute or remedial goods or equipment provided by the Supplier.

4. TESTING PRIOR TO DELIVERY

4.1. The Supplier shall:

4.1.1. carefully test and inspect the Goods before delivery to ensure that it complies with the requirements of the Contract;

4.1.2. if so requested by the University, give the University reasonable advance notice of such tests (which the University shall be entitled to attend);

4.1.3. retain all certificates, testing certificates, licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods; and

4.1.4. at the University's request, provide to the University the documents detailed at Condition 4.1.3, clearly stating the University's Purchase Order numbers and any item or equipment numbers.

4.2. If, following any inspection or testing, the University considers that the Goods do not comply, or are unlikely to comply, with the Contract, the University may inform the Supplier, and the Supplier shall take

such steps as are necessary to ensure compliance. The University may conduct further inspections and tests after the Supplier has carried out such steps.

5. DELIVERY OF GOODS

- 5.1. The Supplier shall deliver the Goods (or arrange for the Goods to be delivered) at its own cost:
- 5.1.1. on the date specified in the Purchase Order, or if no such date is specified then delivery shall take place within 28 days of the date of the Purchase Order. Time for delivery shall be of the essence; and
 - 5.1.2. to the University's place of business or to such other place of delivery as instructed by the University in writing prior to delivery.
- 5.2. The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, among other things, the Purchase Order number, date of Purchase Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 5.3. Unless otherwise stipulated by the University in the Purchase Order, deliveries shall only be accepted by the University on Business Days during normal business hours.
- 5.4. The Supplier shall off-load the Goods at its own risk as directed by the University.
- 5.5. The Supplier shall remove from the University's premises all packaging and leave the delivery area and the University's premises clear of waste in accordance with all applicable Law.
- 5.6. Without affecting its other rights and remedies, the University reserves the right to reject incomplete deliveries.
- 5.7. If the Goods are delivered to the University in excess of the quantities ordered, the University shall not be bound to pay for the excess and any excess shall be at the Supplier's risk and shall be returnable at the Supplier's expense.
- 5.8. The Supplier shall not deliver the Goods in instalments without the University's prior written consent. Where the University agrees in writing to accept delivery by instalments, the Contract shall be construed as a single contract. Failure by the Supplier to deliver any one instalment shall entitle the University at its option to treat the whole Contract as repudiated.

6. INSTALLATION AND ACCEPTANCE

- 6.1. Unless the parties agree otherwise in writing, where the Goods are to be installed:
- 6.1.1. the Supplier acknowledges and agrees that the Goods are suitable for installation and use at the premises at which the University intends to use the Goods and there are no additional conditions regarding site preparation or environmental requirements;
 - 6.1.2. the Supplier shall, without further charge, install the Goods at the premises instructed by the University (the "**Installation Premises**") and subject the Goods to its standard installation and acceptance tests (the "**Installation Tests**");

- 6.1.3. if the Goods pass the Installation Tests, the Supplier will issue to the University an acceptance certificate to that effect. Receipt by the University of an acceptance certificate will not constitute legal acceptance of the Goods by the University;
- 6.1.4. if the Goods do not pass the Installation Tests, the Supplier will (without affecting the University's other rights and remedies) promptly and at the Supplier's expense carry out all necessary remedial work and re-submit the Goods to the Installation Tests in accordance with Conditions 6.1.2 and 6.1.3; and
- 6.1.5. if the Supplier has not completed the Installation Tests (including any repeat Installation Tests under paragraph 6.1.4) within 30 days of delivery of the Goods, the University shall have the same rights under Condition 10.1 as it would have had if the Supplier had not performed its obligations under Condition 6.1.2.

6.2. The University shall not be deemed to have accepted the Goods until it has had 30 Business Days following delivery, but before any Installations Tests are performed, to inspect the Goods.

7. PROPERTY AND RISK

- 7.1. The Goods shall be at the risk of the Supplier until delivery to the University and completion of installation (where applicable) at the Installation Premises.
- 7.2. Title to the Goods shall pass to the University on the earlier of payment by, or delivery to, the University of the Goods, except where Condition 6.2 applies.
- 7.3. The passing of title in the Goods is without prejudice to any right of rejection to which the University may be entitled under the Contract or otherwise.

8. SUPPLY OF SERVICES

- 8.1. The Supplier shall from the date set out in the Purchase Order and for the duration of this Contract provide the Services to the University in accordance with the terms of the Contract.
- 8.2. The Supplier shall meet any performance dates for the Services specified in the Purchase Order or notified to the Supplier by the University. Time for performance shall be of the essence.
- 8.3. In providing the Services, the Supplier shall:
 - 8.3.1. co-operate with the University in all matters relating to the Services, and comply with all instructions of the University;
 - 8.3.2. perform the Services with all reasonable care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 8.3.3. use Personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

- 8.3.4. ensure that the Services and Deliverables will conform with all descriptions, standards and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that the University expressly or impliedly makes known to the Supplier;
- 8.3.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 8.3.6. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the University, will be free from defects in workmanship, installation and design;
- 8.3.7. obtain and at all times maintain all licences and consents which may be required for the provision of the Services, and comply with all applicable laws and regulations;
- 8.3.8. observe all health and safety rules and regulations and any other security requirements that apply at any of the University's premises;
- 8.3.9. hold all University Materials in safe custody at its own risk, maintain the University Materials in good condition until returned to the University by the date the University specifies, and not dispose or use the University Materials other than in accordance with the University's written instructions or authorisation; and
- 8.3.10. not do or omit to do anything which may cause the University to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the University may rely or act on the Services.

9. THE UNIVERSITY'S OBLIGATIONS

9.1. The University shall:

- 9.1.1. provide reasonable co-operation to the Supplier in all matters relating to the Services;
- 9.1.2. provide such access to the University's premises, office accommodation, facilities and data as may reasonably be requested by the Supplier and agreed with the University in writing in advance, for the purposes of providing the Services;
- 9.1.3. provide such information as the Supplier may reasonably request and the University considers reasonably necessary for the purpose of providing the Services; and
- 9.1.4. inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the University's premises.

10. REMEDIES

- 10.1. If the Supplier fails to deliver the Goods and/or the Deliverables and/or perform the Services by the applicable date and/or in accordance with Conditions 3.1 and/or 8.3.4, the University shall (without limiting or affecting any other rights or remedies available to it) have any one or more of the following rights and remedies:

- 10.1.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 10.1.2. to refuse to accept any subsequent delivery of the Goods and/or Deliverables and/or performance of the Services which the Supplier attempts to make;
 - 10.1.3. to recover from the Supplier any costs incurred by the University in obtaining substitute goods, deliverables and/or services from a third party;
 - 10.1.4. to require a refund from the Supplier of sums paid in advance for Goods and/or Deliverables that the Supplier has not delivered and/or Services that the Supplier has not provided;
 - 10.1.5. to claim damages for any additional costs, loss or expenses incurred by the University arising from the Supplier's failure to supply Goods in accordance with Condition 3.1;
 - 10.1.6. to reject the Goods and/or the Deliverables (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 10.1.7. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid); and
 - 10.1.8. to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid).
- 10.2. These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 10.3. The University's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

11. PRICE AND PAYMENT

- 11.1. The Price shall be stated on the Purchase Order and (unless otherwise agreed in writing) shall be exclusive of VAT but inclusive of all other charges (including delivery and expenses).
- 11.2. The Supplier shall invoice the University for the Price (plus any VAT as applicable) on, or at any time after, delivery of the Goods or completion of the Services, unless otherwise specified on the Purchase Order.
- 11.3. The Supplier shall send all invoices to supplier.invoices@manchester.ac.uk, quoting the Purchase Order number. Failure to do so may result in a delay in payment.
- 11.4. The University shall pay all undisputed, correctly issued invoices within 30 days of receipt.
- 11.5. If any undisputed sum under the Contract is not paid when due then, without prejudice to the parties' other rights under the Contract, that sum shall bear interest from the due date until payment is made in full at the rate of 4% per annum over the Bank of England base rate from time to time. The Supplier is not entitled to suspend deliveries of Goods and/or provision of the Services as a result of any sums being outstanding.

- 11.6 Where the Supplier appoints a subcontractor, then the Supplier shall pay the subcontractor in accordance with the terms set out in this clause 11 as if it were the University.
- 11.7 Without prejudice to any other right or remedy, the University reserves the right to set off any amount owing at any time from the Supplier to the University against any amount payable by the University to the Supplier under the Contract.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. The Supplier Materials are the exclusive property of the Supplier.
- 12.2. The University Materials are the exclusive property of the University.
- 12.3. The Supplier assigns to the University, by way of present and future assignment, absolutely, with full title guarantee and free from all third party rights, all Intellectual Property Rights in:
- 12.3.1. the Deliverables;
 - 12.3.2. any modifications made to the University Materials; and/or
 - 12.3.3. the Goods developed and/or modified specifically for the University.
- 12.4. The Supplier shall obtain waivers of all moral rights in:
- 12.4.1. the Deliverables;
 - 12.4.2. any modifications made to the University Materials; and/or
 - 12.4.3. the Goods developed and/or modified specifically for the University,
- to which any individual is now or may be at any future time entitled under the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 12.5. The Supplier shall, promptly at the University's request, do (or procure to be done) all such further acts and things and execute all such documents as the University may from time to time require for the purpose of securing and/or defending the University's rights, title and interest in and to the Intellectual Property Rights assigned to the University in accordance with Condition 12.3.
- 12.6. The Supplier warrants and represents that:
- 12.6.1. the Goods and the Deliverables are free from any security interest, option, mortgage, charge or lien;
 - 12.6.2. the Goods and the Deliverables are the original work of the Supplier, and have not been copied (whether wholly or substantially) from any other work or material; and
 - 12.6.3. nor have there been any claims, challenges, disputes or proceedings pending or threatened, in relation to the Supplier's ownership or validity of the Goods and the Deliverables.

13. INDEMNITY

- 13.1. Subject to Condition 14.1, the Supplier shall indemnify the University against all liabilities, costs, expenses, damages and losses (including any direct losses, and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable and properly incurred professional costs and expenses) suffered or incurred by the University arising out of or in connection with:
- 13.1.1. any breach by the Supplier of Condition 17 (Security of Network and Information Systems);
 - 13.1.2. any claim made against the University for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods and/or the Deliverables, or receipt, use or supply of the Services (excluding the University Materials); and/or
 - 13.1.3. any claim made against the University for actual or alleged breach of UK DPL (as defined at paragraph 1.1 of Schedule 1).
- 13.2. At the University's request, the Supplier shall provide (at its own expense) all reasonable assistance to enable the University to resist and/or respond to any claim, action or proceedings brought in connection with the matters outlined at Conditions 13.1.

14. LIMITATION OF LIABILITY

- 14.1. The Supplier's liability to the University pursuant to Condition 13.1, shall be limited to £1,000,000.
- 14.2. Save for as provided at Condition 14.1, each party's total liability to the other party arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed 150% of the value of the Contract.
- 14.3. Without prejudice to Conditions 14.1 and 14.2 above, neither party shall under any circumstances whatever be liable to the other party, for any:
- 14.3.1. loss of profit;
 - 14.3.2. loss of goodwill;
 - 14.3.3. loss of business;
 - 14.3.4. loss of business opportunity;
 - 14.3.5. loss of anticipated saving; and/or
 - 14.3.6. any special, indirect or consequential damage.
- 14.4. Nothing in these Conditions shall limit or exclude a party's liability to the extent that it cannot be otherwise excluded or limited by Law.

15. INSURANCE

The Supplier shall maintain in force, with a reputable insurance company insurance to cover the liabilities that may arise under or in connection with the Contract.

16. CONFIDENTIALITY AND FREEDOM OF INFORMATION

16.1. Each party shall not at any time disclose to any other person any confidential information, technical or commercial know-how, specification, invention, process or initiative which is of a confidential nature concerning the business, products, services, assets, affairs customers, students or suppliers of the other party (the “**Confidential Information**”), except:

16.1.1. to such of its employees, officers, representatives, agents, contractors, subcontractors or advisors who need to know such Confidential Information for the purpose of exercising the party’s rights or discharging its obligations under the Contract. Each party shall ensure that such persons comply with this Condition 16; and/or

16.1.2. as required by Law.

16.2. Neither party shall use the other party’s Confidential Information for any purpose than to exercise its rights and/or perform its obligations under or in connection with the Contract.

16.3. The Supplier acknowledges that the University is subject to the provisions of the Freedom of Information Act 2000 (the “**FOI Act**”) and that the University is therefore subject to legal duties which may require the disclosure of information in relation to the Contract. The Supplier agrees to assist and cooperate with the University to enable it to comply with its obligations under the FOI Act.

17. SECURITY OF NETWORK AND INFORMATION SYSTEMS

17.1. The Supplier shall implement and maintain at all times appropriate information security systems, controls, policies and procedures in accordance with good industry practice to prevent unauthorised access or damage to the Supplier’s systems, related networks and/or resources and those of the University, and to ensure business continuity.

17.2. In the event of any unauthorised access or damage to the Supplier’s systems, related networks and/or resources, the Supplier will:

17.2.1. immediately notify the University; and

17.2.2. respond without delay to all queries and requests for information from the University about any such incident.

18. TERMINATION

18.1. Without affecting any other right or remedy available to it, the University may terminate the Contract (in whole or in part):

18.1.1. for convenience by giving the Supplier not less than 30 days’ written notice;

- 18.1.2. with immediate effect by giving written notice to the Supplier if the Supplier commits a material breach of any term of the Contract which is irremediable or (if such breach is remediable) fails to remedy that breach within 30 days of being notified to do so. For the avoidance of doubt, breach of Condition 3 (Supply of Goods), Condition 4 (Testing Prior to Delivery), Condition 5 (Delivery), Condition 7 (Supply of Services), Condition 12 (Intellectual Property Rights), Condition 16 (Confidentiality and Freedom of Information), Condition 17 (Security of Network and Information Systems) and Condition 22 (Compliance with Laws) shall be considered material; and/or
 - 18.1.3. with immediate effect by giving written notice to the Supplier if the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Contract.
- 18.2. Without affecting any other right or remedy available to it, either party may terminate the Contract (in whole or in part) with immediate effect by giving written notice to the other if:
- 18.2.1. the other party takes any step or action in connection with its entering administration, bankruptcy, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (other than in relation to a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
 - 18.2.2. the other party ceases to carry on all or a substantial part of its business.

19. CONSEQUENCES OF TERMINATION

- 19.1. On termination of the Contract (in whole or in part) for any reason, the Supplier shall immediately deliver to the University:
 - 19.1.1. all University Materials; and
 - 19.1.2. the Deliverables (whether or not complete).
- 19.2. If the Supplier fails to fulfil its obligations under Condition 19.1, then the University may enter the Supplier's premises and take possession of any items which should have been returned to it. Until they have been returned or repossessed, the Supplier shall be solely responsible for their safe keeping.
- 19.3. Termination of the Contract (in whole or in part), shall not affect the rights and obligations that have accrued as at termination.
- 19.4. The University shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 19.5. Any provision of the Contract which expressly or impliedly is intended to have effect after termination shall continue in full force and effect notwithstanding termination, including Condition 3.1, Condition 12, Condition 13, Condition 14, Condition 16, Condition 17, Condition 19, Condition 24, Condition 26, Condition 28, Condition 29 and Condition 30 and Schedule 1.

20. FORCE MAJEURE

- 20.1. For the purposes of the Contract, “**Force Majeure Event**” means an event beyond the reasonable control of either party, including strikes, lock-outs or other industrial disputes (whether or not involving the workforce of either party), act of God, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, pandemic or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 20.2. Neither party shall be liable to the other for any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 20.3. If the Force Majeure Event prevents a party from performing any of its obligations under the Contract for more than 12 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the other party.

21. ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG) AND CORPORATE RESPONSIBILITY

- 21.1. The Supplier shall in the fulfilment of its obligations under this Contract minimise any negative impact on the climate and biodiversity, and reduce its GHG Emissions to help the Government of the United Kingdom achieve its GHG reduction target / Net Zero Target.
- 21.2. To demonstrate compliance with the obligations contained in Condition 21.1, the Supplier shall use its reasonable endeavours to:
 - 21.2.1. measure, independently verify and publish its GHG Emissions;
 - 21.2.2. publicly set a Net Zero Target and sign up to the Race to Zero;
 - 21.2.3. develop and take initial action to deliver the Net Zero Target and remain Net Negative thereafter, including:
 - 21.2.3.1. setting interim targets split into scope 1, 2 and 3 emission reduction targets;
 - 21.2.3.2. continuous measured reduction of scope 1, 2 and 3 emissions;
 - 21.2.3.3. identifying a year-on-year decarbonisation reduction aligned with the Paris Agreement goal of pursuing efforts to limit the global temperature increase to 1.5°C above pre-industrial levels; and
 - 21.2.3.4. an Offsetting Strategy.
- 21.3. The Supplier shall comply with the Equality Act 2010 and undertakes not to (and shall ensure any of its third party suppliers shall not) unlawfully discriminate against, harass or victimise any person on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.
- 21.4. The Supplier acknowledges that the University is a Living Wage employer and accredited with the Living Wage Foundation and is committed to pay all employees and third party contractors at the Living Wage Foundation recommended rate. The Supplier shall use its reasonable endeavours to:

21.4.1. pay a living wage to its employees and third party contractors; and

21.4.2. ensure that its subcontractors shall do the same.

21.5. The Supplier shall take into account the UN Sustainable Development Goals (<https://sdgs.un.org/goals>) in the performance of its obligations under the Contract.

22. COMPLIANCE WITH LAWS

22.1. In performing its obligations under the Contract, the Supplier shall (and shall ensure that each of its subcontractors shall) comply with:

22.1.1. all applicable Laws from time to time in force; and

22.1.2. ISO27001 or equivalent in respect of security of systems.

23. NOTICES

23.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

23.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery or courier service at its registered office (if a company) or its principal place of business (in any other case);
or

23.1.2. sent by email to an email address notified in writing by the party to be served.

23.2. Any notice shall be deemed to have been received:

23.2.1. if delivered by hand, when left at the address referred to in Condition 23.1.1;

23.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 09:00 am on the second Business Day after posting;

23.2.3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

23.2.4. if sent by email, at the time of transmission, or, if after 17:00 or on a day that is not a Business Day, at 09:00 on the next Business Day.

23.3. This condition 23 does not apply to the service of any proceedings or other documents in any legal action or (where applicable) any arbitration or other method of dispute resolution.

24. SEVERANCE

If any provision or part provision of the Contract is, or becomes, illegal, invalid, void, voidable or unenforceable, it shall be deemed deleted and the remaining provisions of the Contract shall continue in full force and effect.

25. WAIVER

Failure or delay by the University in exercising (in whole or in part) any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract, nor shall it prevent or restrict the further exercise of that right or remedy.

26. THIRD PARTY RIGHTS

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

27. VARIATION

27.1. No variation of Conditions 12, 13 and 14 shall be valid unless it is agreed in writing and signed by, or on behalf of, each of the parties.

27.2. No variation of any Condition other than those detailed at Condition 27.1 shall be valid unless agreed in writing.

28. ENTIRE AGREEMENT

28.1. The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

28.2. Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) that is not set out in the Contract.

29. PUBLICITY

The Supplier shall not exploit publicity in any form in connection with the Contract or the University without obtaining the prior written consent of the University.

30. GOVERNING LAW AND JURISDICTION

30.1. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.

30.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 Data Processing

1. DEFINITIONS

1.1. The definitions and rules of interpretation in this paragraph 1.1 apply in this Schedule.

“Appropriate Technical and Organisational Measures”, “Controller”, “Data Subject”, “Personal Data”, “Processor” and “Processing” shall have the meaning set out in the UK DPL in force from time to time.

“GDPR” means the General Data Protection Regulation ((EU) 2016/679).

“UK DPL” means any applicable Law relating to protection of individuals with regard to processing of personal data and privacy from time to time in force in the UK including the Data Protection Act 2018 and the UK GDPR or any successor legislation to the same.

“UK GDPR” means the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland, by virtue of section 3 of the European Union (Withdrawal) Act 2018.

2. DATA PROTECTION OBLIGATIONS

2.1. Each party shall comply with the UK DPL. In particular where a party is a Processor and is Processing Personal Data on behalf of the other party as Controller, it shall:

2.1.1. Process it only for the purposes of complying with its obligations under this Contract, in accordance with the Controller’s documented instructions from time to time and good industry practice;

2.1.2. ensure that Appropriate Technical and Organisational Measures shall be taken to ensure a level of security of Controller Personal Data appropriate to the risk (including measures taken against unauthorised or unlawful Processing of Controller Personal Data and the accidental loss or destruction of, or damage to, such data) and promptly provide to the Controller details of those measures from time to time on receipt of Controller’s written request;

2.1.3. not transfer, or otherwise directly or indirectly disclose, any Controller Personal Data to a third party or to a country or territory outside the United Kingdom without the prior written consent of the Controller which may be refused or granted subject to such conditions as Controller deems necessary; and

2.1.4. immediately and fully notify the Controller on receipt of any notices received by the Supplier relating to the Processing of Controller Personal Data including Data Subject requests, complaints and/or correspondence or if any Controller Personal Data has been disclosed in breach of this Condition or if it is lost, becomes corrupted, is damaged or is deleted in error and provide the Controller with such information and assistance as the Controller may require in

relation to such notice or breach (at no cost to the Controller). The Processor shall provide and implement Appropriate Technical and Organisational Measures to help the Controller fulfil its obligations in relation to such notices from or on behalf of Data Subjects in connection with the rights conferred on them by the UK DPL. For the avoidance of doubt, in no event shall the Processor respond directly to any notice relating to any Controller Personal Data.

- 2.2. Nothing in this Contact shall be deemed to prevent any party from taking the steps it deems necessary to comply with the UK DPL.
- 2.3. The Supplier shall:
 - 2.3.1. use its reasonable endeavours to assist the University to comply with any obligations the University may have under the UK DPL; and
 - 2.3.2. not act in such a way as to cause the University to breach any of the University's obligations under the UK DPL to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
- 2.4. The Supplier shall notify the University immediately if it becomes aware of any actual, threatened or potential breach of security of any Personal Data. If such a breach occurs, the Supplier shall immediately take all reasonable steps necessary to:
 - 2.4.1. remedy such breach or protect the Personal Data against any breach or threat; and
 - 2.4.2. prevent an equivalent breach in the future.
- 2.5. If so requested by the University, the Supplier shall enter into a separate data processing agreement with the University setting out in further detail the parties' obligations under UK DPL.

Schedule 2 Software

1. DEFINITIONS

1.1. The definitions and rules of interpretation in this paragraph 1.1 apply in this Schedule.

“Software” means any and all computer programs and computer software contained on industry standard data transfer media and includes all relevant guides and supporting documentation.

“Use” means the use of the Software in object code only (unless agreed otherwise) in any or all of the following ways: loading, installing, executing, utilising, storing and displaying the Software (in whole or in part) to provide business systems and the processing of data in accordance with the Contract; and copying the Software to create a reasonable number of back-up copies.

2. SUPPLIER’S OBLIGATIONS

2.1. If the Supplier is to provide a software licence under the Contract, the Price includes the licence fee for the University's right to use the Software.

2.2. If the University is provided with any operating system software licence in respect of the Software, the University shall sign and return it to the Supplier if requested, unless the licence has been supplied on a "shrink-wrap" or "click-wrap" basis.

2.3. If no software licence has been provided to the University, the Supplier hereby grants to the University a non-exclusive, non-transferable licence to use the Software on the following conditions:

2.3.1. the University shall not use the Software on any equipment other than the Equipment and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software on the medium on which it resides;

2.3.2. the University shall not copy (except to the extent permissible under applicable law), reproduce, translate, adapt, vary or modify the Software, nor communicate it to any third party, without the Supplier's prior written consent;

2.3.3. such licence shall be terminable by either party on 28 days' written notice, provided that the Supplier terminates only if:

2.3.3.1. the continued use or possession of the Software by the University infringes the developer's or a third party's rights;

2.3.3.2. the Supplier is compelled to do so by law; or

2.3.3.3. if the University has failed to comply with any term of the Contract; and

2.3.4. on or before the expiry of the licence, the University shall return to the Supplier all copies of the Software in its possession.