

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES TO THE UNIVERSITY OF READING

1 DEFINITIONS AND INTERPRETATION

- 1.1 Key terms are defined in the Schedule, which also sets out the rules of interpretation for these Conditions.

2 BASIS OF CONTRACT

- 2.1 A Purchase Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Supplier at the prices stated in the Purchase Order and in accordance with these Conditions.

- 2.2 No Contract shall be formed until the Supplier either:

2.2.1 accepts the Buyer's offer by notifying the Buyer of the Supplier's acceptance in writing; or

2.2.2 accepts the Buyer's offer by taking steps to fulfil any part of the Contract either in whole or in part,

at which point and on which date the Contract shall come into existence (**Commencement Date**). In addition, Suppliers must be registered on the Buyer's e- marketplace portal in order for a Contract to be formed between the parties.

- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 2.4 The Contract shall comprise such of the following as are applicable in each case (in order of precedence in the event that there are any inconsistencies between the following): any Order Amendments, the Purchase Order, the terms of any Framework Agreement that may apply, the terms of any express contract that the parties may have entered into separately to these Conditions, these Conditions, the Specification, the Supplier's tender response, any requirements set out in the Buyer's tender documents that are not included in the Supplier's tender response, and have not been expressly rejected or expressly varied in the Supplier's tender response, and any other document referred to on the Purchase Order or in the Buyer's contract award letter.

- 2.5 The Supplier agrees to sell, and the Buyer agrees to purchase the Goods and/or Services in accordance with the terms of the Contract.

- 2.6 The Buyer may from time-to-time vary its requirements. Such variations may include, but are not limited to, additions, omissions, substitutions, alterations, changes in specified sequence, method or timing of delivery of Goods or the performance of Services. No variation or addition to the Contract shall be binding unless it has been agreed in writing between an Authorised Officer of the Buyer and the Supplier's authorised representative.

- 2.7 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.8 Unless expressly agreed otherwise in writing between the parties, any Contract formed pursuant to this clause is for the benefit of the Buyer's Group. Any obligation on the Supplier to perform under a Contract or that otherwise confers a benefit, right and/or privilege on the Buyer under a Contract shall be construed as an obligation to perform those obligations for and/or confer those benefits, rights and/or privileges on the Buyer's Group.
- 2.9 The Supplier acknowledges that, in entering into the Contract, no form of exclusivity has been granted by the Buyer for the supply of any Goods and/or Services and that the Buyer is at all times entitled to enter into other contracts and arrangements with any other suppliers for the supply of any Goods and/or Services which are the same or similar to that which the Supplier may supply.
- 2.10 The Supplier agrees and undertakes, both during and after the Contract, that it will not, and will procure that its officers, employees, agents, representatives, advisers and Sub-Contractors will not, refer to the details of the Contract, use the Buyer as a reference site, or name or refer to the Buyer as a customer, whether verbally or in any publicity, promotional, advertising or reference material or announcement without the Buyer's prior written consent on each occasion.

3 SUPPLY OF GOODS

- 3.1 The Supplier warrants to the Buyer and shall ensure that the Goods shall:
- 3.1.1 correspond with their description and any applicable Specification or other requirements set out in the Contract;
 - 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 Buyer, expressly or by implication, and in this respect the Buyer relies on the Supplier's skill and judgment;
 - 3.1.3 where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery;
 - 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
 - 3.1.5 conform in every respect with the provisions of the Contract; and
 - 3.1.6 be of sound materials and skilled and careful workmanship.
- 3.2 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 in respect of the Goods.
- 3.3 The Buyer shall have the right to inspect and test the Goods at any time before delivery.
- 3.4 If following such inspection or testing the Buyer considers that the Goods do not conform or are unlikely to comply with the Supplier's warranties and undertakings at clause 3.1, the Buyer shall

inform the Supplier and the Supplier shall immediately take such remedial action, at its own cost, as is necessary to ensure compliance.

- 3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Buyer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4 DELIVERY OF GOODS

4.1 The Supplier shall ensure that:

- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 4.1.3 it observes and complies with, and ensures that its employees, agents, Sub-Contractors and representatives observe and comply with all health and safety rules and regulations and any other contractors on site and/or security requirements that apply at any of the Buyer's premises.

4.2 The Supplier shall deliver the Goods:

- 4.2.1 on the date specified in the Purchase Order or, as otherwise agreed by the parties in writing before delivery;
- 4.2.2 to the Buyer's premises and address specified in the Contract or such other location as is set out in the Purchase Order or as instructed by the Buyer before delivery (**Delivery Location**);
- 4.2.3 during the Buyer's normal hours of business on a Business Day, or as instructed by the Buyer.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.4 If the Supplier:

- 4.4.1 delivers less than 95 per cent of the quantity of Goods ordered, the Buyer may reject the Goods; or
- 4.4.2 delivers more than 105 per cent of the quantity of Goods ordered, the Buyer may at its sole discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense; or
- 4.4.3 if the Supplier delivers more or less than the quantity of Goods ordered, and the Buyer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without the Buyer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced

and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Buyer to the remedies set out in clause 6.1.

- 4.6 If the Supplier delivers any Goods at the wrong time or to the wrong place the Buyer may deduct from the price any resulting reasonable costs of storage or transport.
- 4.7 Unless otherwise stated in the Contract, all packaging shall be non-returnable. If the Contract states that packaging is returnable, the Supplier must give the Buyer full return instructions before or at the time of delivery. The packaging must be clearly marked to show to whom it belongs. The Supplier must pay all costs related to the return. The Buyer will not be liable for any packaging that is lost or damaged in transit.
- 4.8 Title and risk in the Goods shall pass from the Supplier to the Buyer on completion of delivery.

5 SUPPLY OF SERVICES

- 5.1 The Supplier shall provide the Services to the Buyer in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Contract or notified to the Supplier by the Buyer.
- 5.3 In providing the Services, the Supplier warrants and undertakes to the Buyer that it shall:
- 5.3.1 co-operate with the Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;
 - 5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice and the highest standards in the Supplier's industry, profession or trade;
 - 5.3.3 use personnel who are suitably skilled and experienced, and appropriately qualified and trained to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - 5.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Buyer;
 - 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 5.3.6 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 Buyer, will be free from defects in workmanship, installation and design;
 - 5.3.7 obtain and at all times maintain all necessary licences and consents or visas and satisfy all relevant requirements relating to any permission to enter or remain in the UK for the purposes contemplated in the Contract;
 - 5.3.8 observe and comply, and ensure that its employees, agents, Sub-Contractors and representatives observe and comply with all health and safety rules and regulations and any other contractors on site and/or security requirements that apply at any of the Buyer's premises;

- 5.3.9 hold all **Buyer Materials** in safe custody at its own risk, maintain the Buyer Materials in good condition until returned to the Buyer, and not dispose or use the Buyer Materials other than in accordance with the Buyer's written instructions or authorisation; and
- 5.3.10 not do or omit to do anything which may cause the Buyer 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 Buyer may rely or act on the Services.

6 BUYER REMEDIES

- 6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Buyer shall, without limiting its other rights or remedies, have one or more of the following rights:
 - 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 6.1.3 to recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods and/or services from a third party;
 - 6.1.4 where the Buyer has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
 - 6.1.5 to claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 If the Supplier has delivered Goods and/or Services that do not comply with the warranties and undertakings set out in clauses 3.1 and 5.3, then, without limiting its other rights or remedies, the Buyer shall have one or more of the following rights, whether or not it has accepted the Goods and/or the Services:
 - 6.2.1 to reject the Goods and/or Deliverables (in whole or in part) whether or not payment has been made (in full or in part) and whether or not title has passed to the Buyer, and to return them to the Supplier at the Supplier's own risk and expense;
 - 6.2.2 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.2.3 to require the Supplier to repair or replace the rejected Goods and/or Deliverables at the Supplier's expense, or to provide a full refund of the price of the rejected Goods and/or Deliverables (if paid) without any retention, deduction or offset;
 - 6.2.4 to refuse to accept any subsequent delivery of the Goods and/or Deliverables which the Supplier attempts to make;
 - 6.2.5 to recover from the Supplier any expenditure incurred by the Buyer in obtaining substitute goods, services or deliverables from a third party; and
 - 6.2.6 to claim damages for any additional costs, loss or expenses incurred by the Buyer arising from the Supplier's failure to supply Goods and/or Services (including Deliverables) in accordance with clauses 3.1 and 5.3.

- 6.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.4 The Buyer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

7 BUYER'S OBLIGATIONS

- 7.1 The Buyer shall:
- 7.1.1 provide the Supplier with reasonable access at reasonable times to the Buyer's premises for the purpose of providing the Services;
 - 7.1.2 provide such information as the Supplier may reasonably request for the provision of the Services and the Buyer considers reasonably necessary for the purpose of providing the Services.

8 PRICE AND PAYMENT

- 8.1 The price for the Goods and/or the Services:
- 8.1.1 shall be the price set out in the Purchase Order, or if no price is stated in the Purchase Order, the price set out in the Contract, or if no price is stated in the Contract, the price set out in the Supplier's published price list in force at the Commencement Date; and
 - 8.1.2 shall be inclusive of the costs of storage, packing, packaging, insurance, carriage, delivery, installation and commissioning of the Goods and/or Services (as applicable), unless otherwise agreed in writing by the Buyer.
- 8.2 Unless otherwise agreed in writing and signed by an Authorised Officer of the Buyer, the price shall be fixed and all-inclusive and include every cost and expense of the Supplier directly or indirectly incurred in connection with the provision of the Goods and/or the performance of the Services and no additional charges will be paid.
- 8.3 Unless specifically stated in the Contract or otherwise agreed in writing by an Authorised Officer of the Buyer, the Supplier may not increase the price due to increases in costs of materials, labour or transport, fluctuation in exchange rates, changes in legislation, or any other reason whatsoever.
- 8.4 The Buyer shall be entitled to any discount related to volume purchases or prompt payment which are expressly agreed with the Buyer or customarily or usually granted by the Supplier.
- 8.5 Unless stated otherwise in the Contract, the Supplier shall only be entitled to invoice the Buyer following delivery of the Goods and/or performance of the Services. Each invoice shall include such supporting information required by the Buyer to verify the accuracy of the invoice. Each invoice must be addressed to the department indicated on the Purchase Order and must quote the full Purchase Order number. Invoices will not be valid and will not be accepted by the Buyer without a valid Purchase Order number printed on them. If any invoices are submitted without a PO number will be returned unpaid. The Buyer excludes any and all liability for any amounts alleged to be due to the Supplier if the Supplier has not submitted an invoice in accordance with these requirements (including any interest for late payment that the Supplier may endeavour to claim for).

- 8.6 If the Supplier submits an invoice to the Buyer in accordance with clause 8.5, the Buyer will consider and verify that invoice within a reasonable period of time following receipt.
- 8.7 Unless stated otherwise in the Contract, and in consideration of the supply of Goods/Services by the Supplier, the Buyer shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Buyer has determined (or it is deemed that the Buyer has determined) that the invoice is valid and undisputed to a bank account nominated in writing by the Supplier. Payment shall be subject to the terms of Clause 8.17 below.
- 8.8 The currency of the Contract is pounds sterling (English) and all amounts due shall be invoiced in and paid in pounds sterling (English).
- 8.9 If the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- 8.9.1 provisions having the same effect as clauses 8.6-8.8 of these Conditions; and
 - 8.9.2 a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 8.6-8.8 of these Conditions.
- In this clause 8.9, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Buyer in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or part of the Contract.
- 8.10 Unless specifically stated otherwise in the Contract, all amounts payable to the Supplier pursuant to the Contract are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Buyer following and subject to delivery of a valid VAT invoice. The Supplier shall indemnify the Buyer against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Buyer at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier in relation to the Contract.
- 8.11 If any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 30 (**Dispute Resolution**).
- 8.12 Subject to clause 8.11, interest shall be payable on the late payment of any undisputed sums properly invoiced in accordance with these Conditions and the Contract and in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Interest shall not be payable in respect of the late payment of disputed sums.
- 8.13 The Supplier shall not suspend or withhold the delivery of the Goods and/or performance of the Services if any payment is overdue.
- 8.14 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Goods and/or the Services, and the Supplier shall allow the Buyer to inspect such records at all reasonable times on request to verify any amounts invoiced by the Supplier under these Conditions.

- 8.15 The Buyer may retain, deduct or set off any sums owed to it by or recoverable from the Supplier against any sums due to the Supplier (or which at any later time may become due to the Supplier) under the Contract.
- 8.16 The Supplier shall make any payments due to the Buyer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Buyer to the Supplier.
- 8.17 Notwithstanding the foregoing, prior to the Commencement Date, the Buyer shall carry out an employment status assessment for the purpose of determining tax treatment of the Supplier pursuant to the IR35 Legislation. The outcome of the assessment shall be communicated in writing to the Supplier. If the assessment determines that the engagement of the Supplier by the Buyer pursuant to this Contract falls inside the scope of IR35, then payment of any sums due to the Buyer pursuant to Clause 8 above shall be subject to deductions for tax and national insurance contributions. If the assessment determines that the engagement of the Supplier by the Buyer pursuant to this Contract falls outside the scope of IR35, payment of payment of any sums due to the Supplier pursuant to Clause 8 above shall not be subject to deductions for tax and national insurance contributions.

9 THE UNITED KINGDOM'S DECISION TO LEAVE THE EUROPEAN UNION

- 9.1 Neither Brexit, nor any fluctuations in the GBP exchange rate (whether resulting directly or indirectly from Brexit), shall affect in any way the obligations of either party under this Contract and neither party shall be entitled to rely on Brexit and/or any fluctuations in the GBP exchange rate to make any claim against the other, whether for additional time, money or otherwise, on any basis, including for the avoidance of doubt in contract, tort or equity.
- 9.2 An event of Brexit and/or any fluctuations in the GBP exchange rate (whether resulting directly or indirectly from Brexit) shall not permit either party to vary and/or to terminate this Contract (or any part of this Contract) save where that party is otherwise entitled to vary and/or terminate the Contract (or any part of this Contract).
- 9.3 Both parties acknowledge that they have assessed the potential impact of Brexit on their ability to perform their obligations under this Contract and have taken all associated risks into account when entering into this Contract.
- 9.4 Both parties acknowledge and agree that any impact of Brexit on their ability to perform their obligations under this Contract shall not be deemed to be a Force Majeure Event for the purposes of Clause 25 of this Contract.

10 ORDER AMENDMENTS

- 10.1 The Buyer shall have the right before delivery or performance to send the Supplier an Order Amendment, adding to, deleting or modifying the Goods and/or Services.

- 10.2 If the Order Amendment will cause a change to the price or delivery performance date then the Supplier must suspend performance of the Contract and notify the Buyer without delay, calculating the new price at the same level of cost and profitability as the original price. Alternatively, the Supplier may accept the Order Amendment in writing without needing to make any changes to price or delivery or performance dates.
- 10.3 If the Supplier has responded to the Order Amendment by notifying the Buyer that its agreement is subject to a change in price and/or delivery or performance date, the Supplier must allow the Buyer at least fifteen Business Days to review and consider any new price and/or delivery or performance date it is proposing as part of the Order Amendment.
- 10.4 The Order Amendment shall only take effect and be binding if an Authorised Officer of the Buyer accepts any new price and/or revised delivery or performance date in writing.
- 10.5 If the Buyer's Authorised Officer does not accept the Supplier's Order Amendment in writing within ten Business Days of receipt, the performance of the Contract shall immediately resume as though the Order Amendment had not been issued.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 In respect of the Goods, and any goods that are transferred to the Buyer as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Buyer, it will have full and unrestricted rights to sell and transfer all such items to the Buyer.
- 11.2 The Supplier assigns to the Buyer, with full title guarantee and free from all third-party rights, all Intellectual Property Rights arising or created in the course of providing the Services, and arising in the products of the Services, including for the avoidance of doubt the Deliverables.
- 11.3 The Supplier warrants to the Buyer that all Intellectual Property Rights in any Deliverables prepared or delivered by any third party under or in connection with the Contract, including permitted Sub-Contractors, shall become vested in the Buyer in accordance with clause 11.2.
- 11.4 The Supplier warrants to the Buyer that it won't use any of its own pre-existing Intellectual Property Rights in its performance of the Contract (Intellectual Property Rights arising in materials created prior to the date of the Contract and/or not prepared or developed under or in connection with the Contract) unless it agrees to assign such rights to the Buyer in accordance with clause 11.2, or it has obtained the prior written consent from the Buyer's Authorised Officer and has agreed suitable alternative licence terms in respect of such pre-existing Supplier-owned materials.
- 11.5 The Supplier warrants to the Buyer that it won't use any third party-owned pre-existing Intellectual Property Rights in its performance of the Contract (Intellectual Property Rights arising in materials created prior to the date of the Contract and/or not prepared or developed under or in connection with the Contract) unless it can obtain an assignment from such third parties in accordance with clause 11.2, or it has obtained the prior written consent from the Buyer's Authorised Officer and has agreed suitable alternative licence terms in respect of such third party-owned materials.
- 11.6 The Supplier warrants to the Buyer that it shall obtain waivers of all moral rights, where applicable, including for the avoidance of doubt in relation to the Services and the Deliverables,

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.

- 11.7 The Supplier shall, promptly at the Buyer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Buyer may from time to time require for the purpose of securing for the Buyer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Buyer in accordance with clause 11.2.
- 11.8 All Buyer Materials are the exclusive property of the Buyer and the Buyer shall be and shall remain the exclusive owner of any Intellectual Property Rights arising in any Buyer Materials, including without limitation any Background IP. No rights of any nature or goodwill in such Buyer Materials shall transfer to the Supplier as a result of the Contract or the Supplier's use or modification of the Buyer Materials as a result of the performance of its obligations under the Contract, without the Buyer's express prior written consent.
- 11.9 Any Specification supplied by the Buyer to the Supplier, or specifically produced by the Supplier for the Buyer, shall be the exclusive property of the Buyer and the Buyer's confidential information.
- 11.10 The Buyer grants to the Supplier a limited, non-exclusive, revocable, licence for the duration of the Contract to use those of its Intellectual Property Rights that are strictly required for the sole purposes of carrying out and performing its obligations under the Contract, and solely in accordance with the Buyer's directions and instructions.
- 11.11 Other than the limited licence granted in clause 11.10, no other rights are granted to the Supplier in respect of any Buyer Intellectual Property Rights, including without limitation and by way of example only, no rights are granted to use the Buyer's trademarks to refer to it as a customer in any Supplier promotional materials, or in any other way.

12 INDEMNITY AND LIABILITY

- 12.1 The Supplier shall keep the Buyer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Buyer as a result of or in connection with:
- 12.1.1 any claim made against the Buyer 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, or receipt, use or supply of the Services (or Deliverables) or any of the rights granted to the Buyer pursuant to the Contract;
 - 12.1.2 any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods or any Services performed by the Supplier pursuant to this Contract; and
 - 12.1.3 any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or Sub-Contractors; and
 - 12.1.4 any liability under the Consumer Protection Act 1987 in respect of the Goods; and

- 12.1.5 any claim made against the Buyer by a third party in relation to any breach by the Supplier of the Data Protection Laws and/or the Supplier's data processing obligations described in the Contract.
- 12.2 If a payment due from the Supplier under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Buyer shall be entitled to receive from the Supplier such amounts as shall ensure that the net receipt, after tax, to the Buyer in respect of the payment is the same as it would have been were the payment not subject to tax.
- 12.3 Nothing in this Contract shall limit or exclude a party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.
- 12.4 Subject to clause 12.3, neither party shall be liable to the other for any indirect loss or consequential loss, loss of profit, loss of revenue, or loss of reputation, howsoever arising under, for breach of, or in connection with this Contract. The Buyer shall not be liable for any losses that may be incurred by the Supplier as a result of the unavailability of, or any other issues experienced, whilst using the e-Marketplace Supplier portal.
- 12.5 This clause 12 shall survive termination of the Contract and is not subject to any limitation or exclusion set out elsewhere in these Conditions.

13 INSURANCE

- 13.1 Unless otherwise agreed in writing between the parties (including without limitation in tender documents where a tender has been carried out), during the term of this Contract and for a period of six years thereafter, the Supplier shall maintain in force at its own cost, with a reputable insurance company, sufficient insurance to:
- 13.1.1 comply with its statutory insurance obligations in any relevant jurisdiction;
 - 13.1.2 cover all potential liabilities which the Supplier may have to the Buyer under the Contract; and
 - 13.1.3 reflect the minimum levels of insurance cover set out in clause 13.2.
- 13.2 The Supplier warrants that it currently maintains and shall continue to maintain the following insurance in accordance with clause 13.1.3:
- 13.2.1 public liability insurance for a minimum amount of cover of £5,000,000 (GBP) for each and every claim; and
 - 13.2.2 employers' liability insurance for a minimum amount of cover of £5,000,000 (GBP) for each and every claim, or such other minimum level as may from time-to-time be required by law; and
 - 13.2.3 product liability insurance for a minimum amount of cover of £5,000,000 (GBP) in the aggregate; and
 - 13.2.4 where Services are provided under the Contract, also professional indemnity insurance for a minimum amount of cover of £2,000,000 (GBP) for each and every claim,

and shall, on the Buyer's request, produce both the insurance certificates giving details of cover and the receipt for the current year's premiums.

- 13.3 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract. All policies shall contain an indemnity to principals clause.
- 13.4 Where applicable, the Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to their obligations under this agreement.
- 13.5 This clause 13 shall survive termination of the Contract, and is not subject to any limitation or exclusion that may be set out elsewhere in these Conditions.

14 DATA PROTECTION

- 14.1 Each Party agrees to comply with its obligations as set out in Schedule 2 (Data Protection) of this Contract.
- 14.2 Where the Buyer receives Personal Data with respect to the Supplier or any of the Supplier's personnel, the Buyer shall be a Data Controller with respect to such Personal Data, and handle it in accordance with the Data Protection Laws

15 FREEDOM OF INFORMATION

- 15.1 The Supplier acknowledges that the Buyer is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs). The Supplier shall at its cost:
- 15.1.1 provide all necessary assistance and cooperation as reasonably requested by the Buyer to enable the Buyer to comply with its obligations under the FOIA and EIRs;
 - 15.1.2 transfer to the Buyer all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within two Business Days of receipt;
 - 15.1.3 provide the Buyer with a copy of all Information belonging to the Buyer requested in the Request For Information which is in its possession or control in the form that the Buyer requires within five Business Days (or such other period as the Buyer may reasonably specify) of the Buyer's request for such Information; and
 - 15.1.4 not respond directly to a Request For Information unless authorised in writing to do so by the Buyer.
- 15.2 The Buyer shall be responsible for determining in its absolute discretion whether any Information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 15.3 The Supplier shall ensure that the provisions of this clause are included in any subcontract it enters into in respect of this Contract.

16 CONFIDENTIALITY

- 16.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or Sub-Contractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain.
- 16.2 Clause 16.1 shall not apply to any disclosure of information:
- 16.2.1 required by any Applicable Law, governmental or regulatory authority or by a court of competent jurisdiction, provided that clause 14 shall apply to any disclosures required under the FOIA or the EIRs;
 - 16.2.2 that is reasonably required by persons engaged by a party in the performance of such party's obligations or exercise of its rights under the Contract provided the receiving party shall ensure that such persons are aware of and comply with the obligations set out in this clause and will be responsible for any breach of this clause by such persons;
 - 16.2.3 where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 16.1;
 - 16.2.4 which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party; and
 - 16.2.5 by the receiving party if the disclosing party has given its prior written consent to disclosure.
- 16.3 On or before termination or expiry of the Contract, the Supplier shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Buyer's employees, students, other suppliers, or other service users, are delivered up to the Buyer or securely destroyed.
- 16.4 This clause 16 shall survive termination of the Contract.

17 PREVENTION OF BRIBERY AND CONFLICTS OF INTEREST

- 17.1 The Supplier shall:
- 17.1.1 comply with all Applicable Laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
 - 17.1.2 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;
 - 17.1.3 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010,

to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

- 17.1.4 promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract;
 - 17.1.5 immediately notify the Buyer (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier, and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract; and
 - 17.1.6 The Supplier shall provide such supporting evidence of compliance as the Buyer may reasonably request.
- 17.2 The Supplier shall ensure that any person associated with the Supplier who is performing services 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 (Prevention of Bribery). The Supplier shall be responsible for the observance and performance by such persons of such terms, and shall be directly liable to the Buyer for any breach by such persons of any of such terms.
- 17.3 The Supplier may not, without the Buyer's prior written consent, be directly or indirectly engaged, concerned, or have any financial interest in any capacity with the Buyer.
- 17.4 The Supplier shall promptly notify the Buyer in writing of any actual or potential conflict of interest that arises during the term, and the Buyer shall be entitled to require the Supplier to take such reasonable steps to remedy any conflict of interest as are reasonably required by the Buyer.

18 ANTI-SLAVERY

- 18.1 The Supplier shall and shall ensure that each of its Sub-Contractors shall comply with all Applicable Laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
- 18.2 The Supplier shall provide the Buyer at its own cost with such assistance and information as the Buyer may require from time to time to enable it to:
- 18.2.1 perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable anti-slavery laws or as required by the other party;
 - 18.2.2 prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act 2015 and to include the matters referred to in section 54(5) of that Act; and

- 18.2.3 The Supplier shall permit the Buyer, and any person reasonably nominated by it for this purpose, to have such access on demand to its premises, personnel, systems, books and records as it may require to verify the other party's compliance with this clause 18.
- 18.3 The Supplier represents and warrants that at the date of entering into the Contract:
- 18.3.1 its responses to any Buyer due diligence questionnaire are complete and accurate;
- 18.3.2 neither the Supplier nor any of its officers, employees or other persons associated with it, including but not limited to its own suppliers:
- a) has been convicted of any offence involving slavery and human trafficking; and
 - b) having made reasonable enquiries, to the best of its knowledge and belief, 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 of or in connection with slavery and human trafficking.
- 18.4 The Supplier shall notify the Buyer by written notice as soon as it becomes aware of:
- 18.4.1 any breach, or potential breach, of any of its obligations in this clause 18 by it or its officers, employees, agents or Sub-Contractors; or
- 18.4.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
- 18.4.3 The parties agree that a breach by the Supplier of any of its obligations or warranties under this clause 18 is a material breach of this Contract, irrespective of the level of financial loss, deprivation of benefit or exposure to liability to which such breach would or potentially would give rise.
- 18.4.4 The Buyer will be entitled, by giving written notice to that effect to the Supplier, to require the Supplier to:
- 18.4.5 remove from the performance of this Contract any of the Supplier's officers, employees, agents or Sub-Contractors whom the Buyer believes to be engaging in any practice in breach of this clause 18; or
- 18.4.6 take such action as the Buyer reasonably requires to ensure that the other party fully complies with this clause 18.

19 ANTI-FACILITATION OF TAX EVASION

- 19.1 The Supplier shall:
- 19.1.1 not engage in any activity, practice or conduct which would constitute either:
- (a) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

- (b) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
 - 19.1.2 comply with the Buyer's Criminal Facilitation of Tax Evasion Policy (see http://www.reading.ac.uk/web/files/office-of-the-university-secretary/Criminal_Finances_Act_2017_Policy.pdf) which may be updated from time to time;
 - 19.1.3 have and shall maintain in place throughout the term of this Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with clause 19.1.1;
 - 19.1.4 promptly report to the Buyer any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Contract; and
 - 19.1.5 The Supplier shall provide such supporting evidence of compliance as the Buyer may reasonably request.
- 19.2 The Supplier shall ensure that any person associated with the Supplier who is performing services 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 clause 19.1 (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 Buyer for any breach by such persons of any of the Relevant Terms.
- 19.3 Breach of this clause 19 shall be deemed a material breach of this Contract, irrespective of the level of financial loss, deprivation of benefit or exposure to liability to which such breach would or potentially would give rise.
- 19.4 For the purposes of this clause 19, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Supplier includes but is not limited to any employee, agent or subcontractor of the Supplier.

20 COMPLIANCE WITH APPLICABLE LAWS

- 20.1 The Supplier shall (at no additional cost to the Buyer) at all times perform its obligations in relation to the Goods and/or carry out and provide the Services in compliance with all Applicable Laws. The Supplier shall maintain such records as are necessary pursuant to such Applicable Laws and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Buyer (or its authorised representative).
- 20.2 The Supplier shall neither be relieved of its obligations to supply the Goods and/or the Services in accordance with the terms of this Contract nor be entitled to an increase in the price or charges as the result of a Change in Law.
- 20.3 The Supplier shall monitor and shall keep the Buyer informed in writing of any changes in the Applicable Laws which may impact the delivery of the Goods and/or the performance of the Services and shall provide the Buyer with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes.

- 20.4 The Supplier shall consult and agree with the Buyer on the manner, form and timing of changes it proposes to make to meet any changes in Applicable Laws where they would impact its performance of the Contract. The Supplier shall not implement any change, without the Buyer's prior written agreement,
- 20.5 The Supplier shall use all reasonable endeavours to minimise any disruption caused by any changes in Applicable Laws and any resulting changes to be made by the Supplier introduced pursuant to this clause 20.

21 HEALTH AND SAFETY

- 21.1 The Supplier shall perform its obligations under the Contract in accordance with:
- 21.1.1 all Applicable Laws regarding health and safety; and
 - 21.1.2 all Buyer health and safety policies and guidance whilst on the Buyer's premises.
- 21.2 Each party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Buyer's premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Supplier shall instruct its personnel, agents, Sub-contractors and representatives to adopt any necessary associated safety measures in order to manage any such material health and safety hazards at the Supplier's cost.

22 BUYER'S PREMISES AND ASSETS

- 22.1 The Buyer shall provide the Supplier (and its Sub-Contractors) with access to such parts of the Buyer's premises (and to such of its assets) as the Supplier reasonably requires for the purposes only of properly providing the Services. The Supplier shall restrict its activities solely to the areas of the Buyer's premises designated by the Buyer.
- 22.2 In the event of the expiry or termination of the Contract, the Buyer shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to the Buyer's premises to remove any of the Supplier's equipment. All such equipment shall be promptly removed by the Supplier at its own cost and risk.
- 22.3 The Supplier shall ensure that:
- 22.3.1 where using the Buyer's premises and any Buyer assets they are kept properly secure and it will comply and cooperate with the Buyer's reasonable directions regarding the security of the same;
 - 22.3.2 only those of the Supplier's personnel that are duly authorised to enter upon the Buyer's premises for the purposes of providing the Services, do so;
 - 22.3.3 any Buyer assets used by the Supplier are maintained (or restored at the end of the Contract) in the same or similar condition as at the Commencement Date (fair wear and tear excepted) and are not removed from Buyer's premises unless expressly permitted under the Contract or by the Buyer's Authorised Officer;
 - 22.3.4 it shall only use competent personnel at the Buyer's premises to the Buyer's reasonable satisfaction. Should the Buyer be dissatisfied with the personnel and

give the Supplier notice thereof in writing, the Supplier shall exclude such personnel from the provision of the Services and substitute other personnel in their place;

- 22.3.5 all Supplier personnel, agents, representatives or Sub-Contractors comply with the Buyer's policies and safety guidance, including without limitation the Buyer's No Smoking policy;
- 22.3.6 it complies at all times with the Buyer's workplace regulations;
- 22.3.7 electrical or other equipment belonging to the Supplier (or its Sub-Contractors) shall not be used at the Buyer's premises unless the Buyer has received prior notification and has had the opportunity to enquire about its safety; and
- 22.3.8 it takes all measures as are required under Applicable Laws or best practice in the relevant industry to protect the welfare, health, safety and protection of personnel employed by it or by its Sub-Contractors, performing any part of the Services at the Buyer's premises.

21.4 The Buyer shall maintain and repair the Buyer assets, however, where such maintenance or repair arises directly from the act, omission, default or negligence of the Supplier, its personnel, agents, Sub-Contractors, or its representatives (fair wear and tear excluded) the costs incurred by the Buyer in maintaining and repairing the same shall be recoverable from the Supplier as a debt.

21.5 The Supplier shall notify the Buyer immediately on becoming aware of any damage caused by the Supplier, its agents, employees or Sub-Contractors to any property of the Buyer, to any of the Buyer's premises or to any property of any other recipient of the Services in the course of providing the Services and shall be liable for any costs relating thereto which shall be recoverable from the Supplier as a debt.

23 TERMINATION

23.1 Without limiting its other rights or remedies, the Buyer may terminate the Contract in whole or in part at any time:

23.1.1 in respect of the supply of Services, by giving the Supplier six months' written notice; and

23.1.2 in respect of the supply of Goods, at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. If the Supplier elects to submit a termination claim within three months of such notice, the Buyer 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 and shall be subject to the Supplier delivering the work that has been carried out to date on the Goods. Any such payment shall not exceed the price and the Buyer shall have no further liability to the Supplier under this Contract.

- 23.2 Without limiting its other rights or remedies under these Conditions, the Buyer may terminate the Contract in whole or in part with immediate effect by giving written notice to the Supplier if:
- 23.2.1 the Supplier commits an irremediable material breach of the terms of the Contract;
 - 23.2.2 the Supplier commits a remediable material breach of the terms of the Contract and fails to remedy that breach within 28 days of receipt of notice in writing to do so
 - 23.2.3 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 terms of the Contract;
 - 23.2.4 there is an Insolvency Event;
 - 23.2.5 any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply;
or
 - 23.2.6 there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010.
- 23.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Buyer if:
- 23.3.1 the Buyer commits an irremediable material breach of the terms of the Contract;
 - 23.3.2 the Buyer commits a remediable material breach of the terms of the Contract and fails to remedy that breach within 28 days of receipt of notice in writing to do so; or
 - 23.3.3 there is an Insolvency Event.
- 23.4 The Buyer may also terminate the Contract in accordance with the provisions of clause 17 (Prevention of Bribery).
- 23.5 In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may at its discretion instead of terminating the entire Contract, terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.
- 23.6 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 23.7 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.

24 CONSEQUENCES OF TERMINATION

- 24.1 On termination or expiry of the Contract for any reason, the Supplier shall:
- 24.1.1 immediately deliver to the Buyer all Deliverables whether or not then complete and return all Buyer Materials (together with all copies thereof). If the Supplier fails to do so, then the Buyer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract; and
 - 24.1.2 co-operate fully with the Buyer to ensure an orderly migration of the Goods and/or Services to the Buyer or, at the Buyer's request, a replacement supplier.

25 FORCE MAJEURE

- 25.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
- 25.1.1 Acts of God, flood, drought, earthquake or other natural disaster;
 - 25.1.2 Epidemic or pandemic;
 - 25.1.3 Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; and
 - 25.1.4 Nuclear, chemical or biological contamination.
- 25.2 Provided it has complied with clause 25.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 25.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 25.4 The Affected Party shall:
- 25.4.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract.
 - 25.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

25.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving five Business Days' written notice to the Affected Party.

26 EQUAL OPPORTUNITIES

26.1 The Supplier shall not discriminate, whether directly or indirectly, or by way of victimisation or harassment, behave contrary to the Equality Act 2010, on the grounds of age, disability, gender reassignment, race, religion or belief, sex or sexual orientation. The Supplier shall take all reasonable steps to secure the observance of this obligation by its agents, staff or Sub-Contractors engaged by it in relation to the Service.

26.2 The Supplier warrants that its own practices and procedures comply with the Equality Act 2010 and that its employees are fully trained on matters relating to the prevention of unlawful discrimination, are suitably qualified and experienced and shall fulfil their duties in a professional and ethical manner, consistent with the Buyer's commitment to equal opportunities and high standards of behaviour.

26.3 If the Supplier enters into any Sub-Contract as authorised in connection with the Contract, the Supplier shall impose equivalent obligations on its Sub-Contractors with regard to equal opportunities.

27 AUDIT

27.1 The Supplier shall keep and maintain both during the term of the Contract and for up to six years following termination or expiry of the Contract, full and accurate records of its performance of the Contract, including by way of example records relating to:

27.1.1 the Services and/or Goods provided under it;

27.1.2 all expenditure reimbursed by the Buyer;

27.1.3 all payments made by the Buyer;

27.1.4 records and processes relating to the manner of storage and processing of any Buyer data and the integrity, confidentiality and security of any Supplier-held Buyer data;

27.1.5 records required to verify the Supplier's and any Sub-Contractor's compliance with the Contract and Applicable Law;

27.1.6 records required to verify the accuracy of the prices charged to the Buyer and any other amounts payable by the Buyer under the Contract (and proposed or actual variations to such prices and payments);

27.1.7 records required to verify any amounts paid to Sub-contractors and any third-party suppliers; and

27.1.8 records required as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial, regulatory, legal, tax or administrative purposes.

27.2 The Supplier shall on request afford the Buyer or the Buyer's representatives such access to those records as may be required in connection with the Contract.

28 TUPE

28.1 The Supplier warrants and represents to the Buyer that the Supplier is, and shall remain throughout the duration of the Contract, the employer of all individuals who may work for the Supplier in providing the Services, and the Supplier shall be solely responsible for the remuneration, insurance and other obligations in respect of all these individuals. With effect from the date of any individual's engagement in the provision of the Services, the Supplier shall be in compliance with all applicable legislation, including any social security rules and regulations. If the Buyer is deemed liable for any taxes, social security charges or payments for pensions or for any other payments or claims or demands whatsoever relating to individuals working for the Supplier and providing the Services, the Supplier will fully indemnify and hold the Buyer harmless (on an after-tax basis) in respect of any and all of these claims and demands.

28.2 It is the parties' intention that neither the commencement nor the termination of any of the Services will give rise to a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*) (**TUPE Regulations**).

28.3 In the event that an employee of the Supplier or a Sub-Contractor claims, or it is determined that his/ her contract of employment has been transferred from the Supplier or Sub-Contractor to the Buyer or any person that provides services in replacement of any of the Services (**Successor Supplier**) pursuant to the TUPE Regulations, then:

28.3.1 The Buyer or Successor Supplier (as appropriate) shall give notice in writing to the Supplier or Sub-contractor within 15 Business Days of becoming aware of that fact; and

28.3.2 The Supplier or the Sub-contractor (as appropriate) may offer employment to such person within 30 Business Days of the notification referred to in Clause 28.3.1.

28.4 If by the end of the 30-day period referred to in Clause 28.3.2 no such offer of employment has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, then the Buyer or Successor Supplier (as appropriate) may, within 5 Business Days, give notice to terminate the employment or alleged employment of such employee.

28.5 The Supplier shall, and shall procure that any Sub-Contractor shall, indemnify the Buyer or Successor Supplier (as appropriate) in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by the Buyer or Successor Supplier (including without limitation all legal expenses and other professional fees) relating to:

- 28.5.1 the termination of the employment of the employee pursuant to clause 28.4; and
 - 28.5.2 Anything done or omitted to be done in respect of any of the employee which is deemed to have been done by the Buyer or Successor Supplier (as appropriate) by virtue of the TUPE Regulations;
 - 28.5.3 provided that such costs, claims, expenses and liabilities are not payable as a result of any act or omission of the Buyer or Successor Supplier (as appropriate).
- 28.6 The Supplier shall, if requested to do so by the Buyer at any time during the period of three months before the termination of any of the Services (**Rundown Period**), redeploy all employees of the Supplier and/or any Sub-Contractor then engaged in providing the Services (or any of those employees as the Buyer may specify) before the end of the Rundown Period so that those employees are not affected by any relevant transfer under the TUPE Regulations that may occur on the cessation of any of the Services.

29 ANNOUNCEMENTS

- 29.1 No party shall make, or permit any person to make, any public announcement concerning the Contract without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

30 DISPUTE RESOLUTION

- 30.1 If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided otherwise in these Conditions, the parties shall follow the procedure set out in this clause:
- 30.1.1 Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Buyer's Director of Procurement and a senior Director of the Supplier shall attempt in good faith to resolve the Dispute;
 - 30.1.2 if the Buyer's Director of Procurement and the Supplier's senior Director are for any reason unable to resolve the Dispute within fifteen Business Days of service of the Dispute Notice, the Dispute shall be referred to the Finance Directors of each of the Buyer and the Supplier who shall attempt in good faith to resolve it; and
 - 30.1.3 if the Finance Directors of each party are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (**ADR notice**)

to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.

30.2 If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period, the parties may elect to propose alternative forms of dispute resolution, including court proceedings.

30.3 The commencement or failure of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 31.9 which shall apply at all times.

31 GENERAL

31.1 Assignment, sub-contracting and other dealings.

31.1.1 The Buyer may at any time assign, transfer, mortgage, charge, Sub-Contract or deal in any other manner with all or any of its rights or obligations under the Contract.

31.1.2 The Supplier may not assign, transfer, mortgage, charge, Sub-Contract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Buyer.

31.1.3 In order to help the Buyer reach a decision on a proposed Sub-Contract, the Supplier shall provide the Buyer with a copy of any proposed Sub-Contract, together with any other information that the Buyer may reasonably require about the proposed Sub-Contractor and the impact of the proposed Sub-Contract on the Contract.

31.1.4 If the Buyer consents in writing to any sub-contracting by the Supplier, the Supplier shall implement an appropriate system of due diligence, audit, and training designed to ensure compliance with the terms of this Contract, Applicable Laws and the Buyer's policies, including without limitation the Buyer's Anti-Bribery and Corruption Policy.

31.1.5 The Supplier shall (unless otherwise agreed by the Buyer in writing) ensure that each Sub-Contract includes:

- (a) the right, under the Contracts (Rights of Third Parties) Act 1999, for the Buyer to enforce the terms of the Sub-Contract as if it were the Supplier; and
- (b) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and obligations under the Sub-Contract to the Buyer or any replacement supplier without restriction or payment by the Buyer; and
- (c) provisions requiring Sub-Contractors to be transparent about pricing and disclose these to the Buyer on request, including by way of an audit where requested by the Buyer.

- 31.1.6 The Buyer may require the Supplier to terminate a Sub-Contract where the acts or omissions of the relevant Sub-Contractor have given rise to the Buyer's right of termination of the Contract under these Conditions, or if there is a change of control of a Sub-Contractor within the meaning of section 1124 of the Corporation Tax Act 2010.
- 31.1.7 Unless otherwise specifically agreed between the parties in the Contract, the Supplier will not charge any uplift on or add any additional fee to a Sub-Contractor's prices and in all cases will be completely transparent about the prices charged by any Sub-Contractors. The Buyer reserves the right to audit both the Supplier and any approved Sub-Contractors specifically on these points.
- 31.1.8 Despite any consent that may be provided by the Buyer in relation to sub-contracting, the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own. An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation on the Supplier to procure that its employees, staff and agents and Sub-Contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

31.2 Notices.

- 31.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service or commercial courier.
- 31.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 31.2; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 31.2.3 The provisions of this clause shall 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. A notice given under in relation to the Contract is not valid if sent by email.

- 31.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 31.4 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 31.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 31.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 31.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by an Authorised Officer of the Buyer.
- 31.8 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 31.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1**Definitions and Interpretation**

1. **DEFINITIONS.** In these Conditions, the following definitions apply:

“Applicable Law”	any laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Goods and/or Services.
“Authorised”	signed by one of the Buyer’s Authorised Officers.
“Authorised Officer”	the Buyer’s employee authorised, either generally or specifically by the Buyer, to sign the Purchase Order, or agree to material matters in connection with the Contract, confirmation of the identity of which may be obtained from the Director of Procurement at the University of Reading.
“Background IP”	any Intellectual Property Rights created by, owned by or licensed to the Buyer, whether before or during the Contract, which arise in any Buyer Materials that the Buyer provides to the Supplier to enable the Supplier to deliver the Goods and/or perform the Services.
“Brexit”	means the earlier of (i) the point at which the United Kingdom is no longer bound to comply with the terms of the Treaties (referred to in section 2 of the European Communities Act 1972); or (ii) the point at which any phased transition arrangement agreed between the United Kingdom and the European Union leading to the withdrawal of the United Kingdom from the European Union commences.
“Business Day”	a day other than (i) a Saturday, Sunday, or (ii) a public, bank or statutory holiday in England, or (iii) a University of Reading closure day, when banks in London are open for business.
“Buyer”	the University of Reading of Whiteknights, PO Box 217, Reading, Berkshire, RG6 6AH, UK.
“Buyer’s Group”	the Buyer and its subsidiaries or associated companies (as defined in Section 1159 of the Companies Act 2006).
“Buyer Materials”	all materials, equipment and tools, drawings, specifications, data and Background IP supplied by the Buyer to the Supplier pursuant to the Contract.
“Change in Law”	any change in any Applicable Law which impacts on the delivery of the Goods and/or the performance of the Services and which comes into force after the Commencement Date.
“Commencement Date”	has the meaning set out in clause 2.2.

“Conditions”	these terms and conditions as amended from time to time in accordance with clause 31.7.
“Contract”	the written agreement between the Buyer and the Supplier for the supply of Goods and/or Services entered into in accordance with these Conditions as described further in clause 2.4.
“Data Protection Laws”	<p>All laws, regulations and court orders which apply to the processing of Personal Data in:</p> <ul style="list-style-type: none">• the European Economic Area (EEA)• the United Kingdom (UK) <p>This includes the European Union Regulation (EU) 2016/679, the Data Protection Act 2018, and the Privacy of Electronic Communications Regulations 2003 each as amended from time to time.;</p>
“Deliverables”	all documents, data, products and materials developed by the Supplier or its agents, sub-contractors and employees as part of or in relation to the Services in any form or media, including by way of example and without limitation drawings, maps, plans, diagrams, images, designs, computer programs, data (including without limitation Personal Data), specifications, research, teaching materials, analysis, results, and reports (including drafts).
“EIRs”	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
“FOIA”	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.
“Force Majeure Event”	has the meaning given to it in clause 25.
“GBP”	United Kingdom Pound Sterling.
“Goods”	the goods (or any part of them) to be provided by the Supplier under the Contract.
“Information”	has the meaning given under section 84 of the FOIA.

“Insolvency Event”

Where:

- a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company);
- e) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- f) the Supplier (being an individual) is the subject of a bankruptcy petition or order;
- g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive);
- i) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- j) the Supplier (being an individual) dies or, by reason of illness or in capacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

“Intellectual Rights”	Property	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, including without limitation those which subsist in computer software, computer programs, websites, databases, data, documents, reports, techniques, business methods, drawings, logos, particulars of customers, marketing methods and procedures and advertising literature and slogans, including the "look and feel" of any websites, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
“IR35 Legislation”		both Schedule 12 to the Finance Act 2000 ("Provision of services through an intermediary") and the Social Security Contributions (Intermediaries) Regulations 2000 (SI 2000/727).
“Order Amendment”		the Buyer’s Authorised order amendment or series of order amendments (including without limitation and by way of example only, any amendments to these Conditions that have been agreed and signed by both parties), each Order Amendment having precedence over any earlier Order Amendments.
“Personal Data”		has the meaning set out in the Data Protection Laws.
“Purchase Order”		the Buyer’s Authorised purchase order having these Conditions on its reverse, or attached to, or sent with it, or referring to these Conditions on its face.
“Regulated Activity”		In relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
“Regulated Activity Provider”		As defined in section 6 of the Safeguarding Vulnerable Groups Act 2006.
“Request for Information”		a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.
“Services”		the services or works, including without limitation any Deliverables, to be provided by the Supplier under the Contract.
“Specification”		includes any specification, scope of work, statement of work, terms of reference, plans, drawings, or other similar information or instructions relating to the Goods and/or Services, as notified or confirmed by the Buyer or as supplied as part of the Supplier’s tender response to the Buyer’s tender requirements, and subsequently agreed between the parties as being a final agreed version.

“Sub-Contract”	means any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Goods and/or Services (wholly or partly) from that third party.
“Sub-Contractor(s)”	those persons with whom the Supplier enters into a Sub-Contract or its or their servants or agents, and any third party with whom that third party enters into a sub-contract or its servants or agents.
“Supplier”	the person, firm or company from whom the Buyer purchases the Goods and/or Services, and any employees, sub-contractors, or agents of said person, firm or company.

2. INTERPRETATION. In these Conditions, the following rules of interpretation apply:

- a) a reference to a party includes its successors or permitted assigns;
- b) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- c) a reference to a person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality);
- d) any reference to any enactment, order, regulation, directive or other similar instrument incorporating or enacting any European Union regulation or directive, shall include any subsequent equivalent or substantially equivalent or other superseding legislation enacted by the UK government;
- e) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- f) a reference to **writing** or **written** includes e-mails (except in relation to clause 31.2 (**Notices**));
- g) The Schedule forms part of these Conditions and shall have effect as if set out in full in the body of these Conditions and any reference to these Conditions includes the Schedule;
- h) Words in the singular shall include the plural and vice versa; and
- i) A reference to one gender shall include a reference to the other genders.

SCHEDULE 2
DATA PROTECTION

WHERE THE SUPPLIER PROCESSES PERSONAL DATA, THE TERMS SET OUT BELOW SHALL APPLY

PARTIES AND EXECUTION

ONEDPA

Entity details: University of Reading Royal Charter number 000665) of Whiteknights, PO Box 217, Reading RG6 6AH ("UoR")	Entity details: [INSERT PROCESSOR] ("Supplier")
Signature: [INSERT]	Signature: [INSERT]
Name: [INSERT]	Name: [INSERT]
Title: [INSERT]	Title: [INSERT]
Date: [INSERT]	Date: [INSERT]

VARIABLES

Parties' relationship	Controller to Processor	
Parties' roles	UoR will act as the Controller (as defined in Section 1 of the Terms) Supplier will act as the Processor (as defined in Section 1 of the Terms)	
Contact for Data Protection	Controller	Processor

	<p>Name/Role: The Data Protection Officer of Information Management and Policy Services (IMPS)</p> <p>Email: imps@reading.ac.uk</p> <p>Address: Whiteknights House, Shinfield Road, Whiteknights, Reading RG6 6DT</p>	<p>Name/Role: [INSERT]</p> <p>Email: [INSERT]</p> <p>[INSERT ADDITIONAL DETAILS]</p>
Main Agreement	<p>Terms and Conditions for the Supply of Goods and/or Services to the University of Reading as appended to this DPA</p>	
Term	<p>This DPA will commence on the final date of signature and will continue for 30 days after the end of the Main Agreement.</p>	
Breach Notification Period	<p>Without undue delay and in any event within 48 hours after becoming aware of a Personal Data breach</p>	
Sub-processor Notification Period	<p>30 days before the new sub-processor is granted access to Personal Data or otherwise as agreed in writing by the Controller</p>	
Liability Cap	<p>The liability cap set out in the Main Agreement shall not apply to this DPA in respect of any losses incurred by UoR as a result of a breach by the Processor of this DPA and/or Data Protection Laws.</p> <p>Save in the case of liabilities which cannot be lawfully limited or excluded and in respect of any fines or penalties imposed on a Controller by a Data Protection regulator, the Processor's aggregate liability under this DPA will not exceed £5 million</p>	
Governing Law and Jurisdiction	<p>Laws of England and Wales</p>	
Data Protection Laws	<p>All laws, regulations and court orders which apply to the processing of Personal Data in:</p> <ul style="list-style-type: none"> • the European Economic Area (EEA) • the United Kingdom (UK) <p>This includes the European Union Regulation (EU) 2016/679, the Data Protection Act 2018, and the Privacy of Electronic Communications Regulations 2003 each as amended from time to time.</p>	
Services related to processing	<p>Services as described in the Main Agreement.</p>	
Duration of processing	<p>For the Term of this DPA.</p>	
Nature and purpose of processing	<p>[INSERT brief description and refer back to the main Agreement]</p> <p>[INSERT frequency of processing e.g. one off, monthly, at regular</p>	

	intervals during the Term...]
Locations (including the geographic region) in which the Personal Data may be Processed by the Processor and/or any Sub-Processor (by country)	[INSERT]
Personal Data	<p>The personal data Processed by (or on behalf of UoR) under or in connection with this DPA shall include Data Subjects'</p> <p>Delete all those that DO NOT apply</p> <ul style="list-style-type: none"> *Name *Data of Birth/Age *Postal Address(es) (to include postcodes) *Contact telephone(s) *Email address(es) *Unique Identifiers (to include: Student ID numbers, Staff ID numbers, Passport numbers, NHS numbers, National Insurance numbers, ORCID's, unique research participant ID numbers, Unique applicant ID numbers, vehicle reg, driving licence numbers) *Images of individuals, including CCTV, photos *Location Data (to include any GPS tracking data) *Online Identifiers (to include IP address data) *Economic/financial data/bank/account details (relating to an identifiable individual) *Educational records including but not limited to records held by the University and other education providers *Counselling records *Pastoral records, including Extenuating Circumstances Forms *Disciplinary records *Training records *Employment records to include CV's, references *Nationality/Domicile *Ethnicity *Mental Health (status, medical records conditions, to include disability) *Physical Health (status, medical records conditions, to include disability) *Dietary requirements *Sexual Orientation/Sexual life *Genetic Data (to include DNA data) *Biometric data (such as facial image or fingerprint data) *Political opinions *Trade Union membership *Religious or philosophical beliefs *Criminal Convictions and offences (to include alleged offences and convictions)

Data subjects	<p>The individuals whose Personal Data will be processed are:</p> <p>Delete all those that DO NOT apply</p> <ul style="list-style-type: none"> *University Staff (to include contractors, volunteers, interns, placements, visiting staff, anyone working on behalf of or for the University, including students) *Staff of [insert] *Students (to include past, present, prospective, home and abroad on any course of study) *Parents/guardians/relatives *Employers *Volunteers *Non student customers *Visitors to University websites or online resources *Visitors to the university *Registrants or Attendees of events (to include open days) *Research participants *Commercial/Business contacts *Supporters (to include those that donate to the University or support it's aims) *Patients, including but not limited to those under the care of an NHS provider *Host families *tenants/licensees *Other (please state)
Special provisions	<p>1. Indemnity</p> <p>The Data Processor shall indemnify on demand and keep indemnified and hold harmless UoR from and against</p> <p style="padding-left: 40px;">1.1 the costs of any investigative, corrective or compensatory action required by a Data Protection regulator, or of defending any proposed or actual enforcement taken by a Data Protection regulator including if such investigation arises as a result of a self-report or otherwise;</p> <p style="padding-left: 40px;">1.2 any losses suffered or incurred by, awarded against, or agreed to be paid by, UoR pursuant to a claim, action or challenge made by a third party against UoR (including by (or on behalf of) a Data Subject); and</p> <p>in each case to the extent arising as a result of a breach by the Processor (or its Sub-Processors) of this DPA/or their respective obligations under the Data Protection Laws.</p>
Transfer Mechanism	n/a

ANNEX 1

Security measures. Technical and organisational measures to ensure the security of Personal Data

1. Ensure all staff are trained in the secure handling of Personal Data and Data Protection Legislation.
2. Have appointed personnel with assigned responsibilities for ensuring the security, integrity and lawful uses of Personal Data.
3. Have limited access permissions to Personal Data by default on a need to know basis and only by way of a password protected log-in.
4. Have data protection and information security policies in place and communicated to all staff.
5. Have technical measures in place to guard against unauthorised access to Personal Data, including but not limited to, encryption, multi-factor authentication, robust password policies, user access account management and controls, firewalls, virus protection software, and updating of security patches where required.
6. Have a data breach reporting policy and procedures in place and communicated to all staff.
7. Where the Data Processor permits the use of personal devices and off-site working have a policy on use of personal devices (BYOD) and secure remote working in place and communicated to all staff.
8. Have physical security controls in place to protect Personal Data, with a minimum of:
 - Personal Data to be secured behind one barrier e.g. within a locked room when unattended.
 - Special Category Personal Data to be secured behind two barriers e.g. within a locked cabinet within a locked room when unattended.
 - Access to areas containing either of the above to be adequately controlled to prevent unauthorised access to Personal Data e.g. visitors to be escorted and keys and access fobs to be kept secured and not shared with third parties.
 - Have measures in place to ensure that any sub processors are subject to due diligence checks in relation to security.
9. To ensure that all Personal Data is securely destroyed by way of manual shredding or through contracted secure disposal services.
10. Only transfer personal data, subject to the terms of the Agreement, by secure means, including password protection and/or encryption where deemed necessary and only following checks to ensure the correct recipient of that data. Where dedicated point of contact addresses are available, these must be used.

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ANNEX 2

Sub-processors. Current sub-processors	[If applicable, insert Processor's list of sub-processors, either in full or as a link to relevant webpage]
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TERMS

1. What is this agreement about?

1.1 **Purpose.** The parties are entering into this Data Processing Agreement (**DPA**) for the purpose of processing Personal Data (as defined above).

1.2 **Definitions.** Under this DPA:

- (a) **adequate country** means a country or territory that is recognised under Data Protection Laws from time to time as providing adequate protection for processing Personal Data; and
- (b) **Controller, data subject, personal data breach, process/processing, Processor** and **supervisory authority** have the same meanings as in the Data Protection Laws.

2. What are each party's obligations?

2.1 **Controller obligations.** Controller instructs Processor to process Personal Data in accordance with this DPA, and is responsible for providing all notices and obtaining all consents, licences and legal bases required to allow Processor to process Personal Data.

2.2 **Processor obligations.** Processor will:

- (a) only process Personal Data in accordance with this DPA and Controller's instructions (unless legally required to do otherwise),
- (b) not sell, retain or use any Personal Data for any purpose other than as permitted by this DPA and the Main Agreement,
- (c) inform Controller immediately if (in its opinion) any instructions infringe Data Protection Laws,
- (d) use the technical and organisational measures described in Annex 1 when processing Personal Data to ensure a level of security appropriate to the risk involved,
- (e) notify Controller of a personal data breach within the Breach Notification Period and provide assistance to Controller as required under Data Protection Laws in responding to it,
- (f) ensure that anyone authorised to process Personal Data is committed to confidentiality obligations,
- (g) without undue delay, provide Controller with reasonable assistance with:
 - (i) data protection impact assessments,
 - (ii) responses to data subjects' requests to exercise their rights under Data Protection Laws, and
 - (iii) engagement with supervisory authorities,
- (h) if requested, provide Controller with information necessary to demonstrate its compliance with obligations under Data Protection Laws and this DPA,
- (i) allow for audits at Controller's reasonable request, provided that audits are limited to once a year and during business hours except in the event of a personal data breach, and
- (j) return Personal Data upon Controller's written request or delete Personal Data by the end of the Term, unless retention is legally required.

2.3 **Warranties.** The parties warrant that they and any staff and/or subcontractors will comply with their respective obligations under Data Protection Laws for the Term.

3. Sub-processing

- 3.1 **Use of sub-processors.** Controller authorises Processor to engage other processors (referred to in this section as **sub-processors**) when processing Personal Data. Processor's existing sub-processors are listed in Annex 2.
- 3.2 **Sub-processor requirements.** Processor will:
- (a) require its sub-processors to comply with equivalent terms as Processor's obligations in this DPA,
 - (b) ensure appropriate safeguards are in place before internationally transferring Personal Data to its sub-processor, and
 - (c) be liable for any acts, errors or omissions of its sub-processors as if they were a party to this DPA.
- 3.3 **Approvals.** Processor may appoint new sub-processors provided that they notify Controller in writing in accordance with the Sub-processor Notification Period.
- 3.4 **Objections.** Controller may reasonably object in writing to any future sub-processor. If the parties cannot agree on a solution within a reasonable time, either party may terminate this DPA.

4. International personal data transfers

- 4.1 **Instructions.** Processor will transfer Personal Data outside the UK, the EEA or an adequate country only on documented instructions from Controller, unless otherwise required by law.
- 4.2 **Transfer mechanism.** Where a party is located outside the UK, the EEA or an adequate country and receives Personal Data:
- (a) that party will act as the **data importer**,
 - (b) the other party is the **data exporter**, and
 - (c) the relevant Transfer Mechanism will apply.
- 4.3 **Additional measures.** If the Transfer Mechanism is insufficient to safeguard the transferred Personal Data, the data importer will promptly implement supplementary measures to ensure Personal Data is protected to the same standard as required under Data Protection Laws.
- 4.4 **Disclosures.** Subject to terms of the relevant Transfer Mechanism, if the data importer receives a request from a public authority to access Personal Data, it will (if legally allowed):
- (a) challenge the request and promptly notify the data exporter about it, and
 - (b) only disclose to the public authority the minimum amount of Personal Data required and keep a record of the disclosure.

5. Other important information

- 5.1 **Survival.** Any provision of this DPA which is intended to survive the Term will remain in full force.
- 5.2 **Order of precedence.** In case of a conflict between this DPA and other relevant agreements, they will take priority in this order:
- (a) Transfer Mechanism,
 - (b) DPA,
 - (c) Main Agreement.
- 5.3 **Notices.** Formal notices under this DPA must be in writing and sent to the Contact on the DPA's front page as may be updated by a party to the other in writing.
- 5.4 **Third parties.** Except for affiliates, no one other than a party to this DPA has the right to enforce any of its terms.
- 5.5 **Entire agreement.** This DPA supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and neither party has relied on any statement or representation of any person in entering into this DPA.

- 5.6 **Amendments.** Any amendments to this DPA must be agreed in writing.
- 5.7 **Assignment.** Neither party can assign this DPA to anyone else without the other party's consent.
- 5.8 **Waiver.** If a party fails to enforce a right under this DPA, that is not a waiver of that right at any time.
- 5.9 **Governing law and jurisdiction.** The Governing Law applies to this DPA and all disputes will only be litigated in the courts of the Jurisdiction.