

**UNIVERSITY OF KENT TERMS AND CONDITIONS
FOR GOODS AND SERVICES**

1. Interpretation

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

Agreement	this contract;
Conditions:	these terms and conditions as amended from time to time.
Confidential Information:	all information, whether written or oral (however recorded), provided by the disclosing party to the receiving party and which is known by the receiving party to be confidential, is marked as or stated to be confidential or ought reasonably to be considered by the receiving party to be confidential.
Contract:	the contract between the University and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
Contractor Personnel (Supplier Personnel):	means all directors, officers, employees, agents, consultants and contractors of the Supplier/Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement
Criminal Finance Act	Means the Criminal Finance Act 2017
Deliverables:	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
Delivery Location:	has the meaning given in clause 5.2(b).
FOIA:	the Freedom of Information Act 2000.
Goods:	the goods (or any part of them) set out in the Order.
Goods Specification:	any specification for the Goods, including any related plans and drawings, that is agreed in writing by the University and the Supplier.
GDPR :	Means the General Data Protection Regulations, which came into effect on May 25 th 2018
Intellectual Property Rights:	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, 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.

- Law:** means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor / Supplier is bound to comply;
- Order:** the University's order for the supply of Goods and/or Services, as set out in the University's purchase order form.
- Party :** A Party to this agreement
- Services:** the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.
- Service Specification:** the description or specification for Services agreed in writing by the University and the Supplier.
- Supplier:** the person or firm from whom the University purchases the Goods and/or Services.
- TUPE :** means the European Acquired Rights Directive 77/187 and the Transfer of Undertakings (Protection of Employment) Regulations 1981 and 2006 (as amended)
- University:** the University of Kent registered in England and Wales by Royal Charter with company number RC000656.
- University Materials:** has the meaning set out in clause 6.4(i).
- VAT:** value added tax in accordance with the provisions of the Value Added Tax Act 1994.
- Working Day:** a day (other than a Saturday or Sunday) in England when banks in London are open for business.

1.2 In these Conditions, unless the context otherwise requires:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a references to a party includes its personal representatives, successors or permitted assigns;
- (c) any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- (d) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation, byelaw or code of practice made under that enactment;
- (e) the word 'including' shall be understood as meaning 'including without limitation;' and
- (f) a reference to **writing** or **written** includes faxes and e-mails.

2. **Basis of Contract**

- 2.1 The Order constitutes an offer by the University to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
 - (a) the Supplier issuing written acceptance of the Order; or
 - (b) any act by the Supplier consistent with fulfilling the Order,at which point and on which date the Contract shall come into existence.
- 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 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.
- 2.5 The Supplier will take reasonable steps and responsibility to protect itself from fraud, including any third parties impersonating the University to obtain goods or services by deception.
- 2.6 This Contract constitutes the entire agreement between the parties for the Services. The Supplier acknowledges that in entering into this Agreement, the Supplier has not relied on any warranty, representation statement, agreement or undertaking except those expressly set out in this Agreement. The Supplier waives any claim for breach of, or any right to rescind this Agreement in respect of, any representation which is not specifically contained in this Agreement as a warranty. However, this clause does not exclude any liability which either party may have to the other (or any right which either party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

3. **Supply of Goods**

- 3.1 The Supplier shall ensure that the Goods shall:
 - (a) correspond with their description and any applicable Goods Specification;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the University, expressly or by implication, and in this respect the University relies on the Supplier's skill and judgment;

- (c) be new (unless otherwise specified in the Goods Specification) and free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

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 University shall have the right to inspect and test the Goods at any time before delivery. Acceptance of goods and services may be subject to User Acceptance Testing and failure of this process may result in any delivery being rejected. Such acceptance will not be withheld unreasonably.

4. **Cancellation**

4.1 The University shall have the right to cancel an Order for the Goods, or any part of the Goods, which have not yet been delivered to the University. The Cancellation shall be made in writing. The University shall pay for the Goods which have already been delivered to the University or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund. For the avoidance of doubt, the University shall not be liable for any loss of anticipated profits or any consequential loss.

4.2 The University reserves the right to cancel an order if the date for delivery has passed and there has not been credible progress in the process of delivery, and / or in a circumstance where there is no reasonable likelihood of a timely delivery should the original and agreed date have passed.

5. **Delivery of Goods**

5.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) if the Supplier requires the University to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

5.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Order or, if no such date is specified, then within 30 days of the date of the Order;
- (b) to the University's premises at University of Kent, Canterbury, Kent, CT2 7LR or such other location as is set out in the Order or as instructed by the University before delivery (**Delivery Location**);
- (c) during the University's normal hours of business on a Working Day, or as instructed by the University.

- (d) For the avoidance of doubt the University has locations in Canterbury, Medway, Tonbridge, and internationally at Athens, Brussels, Paris and Rome. Request for delivery to other locations is likely to be fraudulent and it is the responsibility of the supplier to ensure that any delivery address is a valid location for legitimate receipt of the goods.
- 5.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 5.4 The Supplier shall not deliver the Goods in instalments without the University'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 University to the remedies set out in clause 7.1.
- 5.5 Title and risk in the Goods shall pass to the University on completion of delivery.
- 5.6 It is the responsibility of the Supplier to inform the University at the first opportunity should the targeted and agreed delivery date of any Goods or Services be unachievable and to work with the University to agree the revised Delivery Date.
- 5.7 The Supplier agrees to ensure that it maintains ownership and title during transit of any Goods, and to provide insurances to compensate for any damage incurred during transportation of these Goods.
- 5.8 The University is not responsible for any late deliveries caused by any complications from Brexit, including but not limited to, importation difficulties, delays at Border Control, and the deterioration of any goods such as food, perishables, or time-sensitive items, as a result of matters outside of the Universities control. It is the responsibility of the Supplier to ensure that all importation licences and documentation is prepared for smooth transition through any and all borders, controls, checkpoints, and authorities for timely delivery.
- 6. **Supply of Services**
- 6.1 The Supplier shall from the date set out in the Order and for the duration of this Contract provide the Services to the University in accordance with the terms of the Contract.
- 6.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the University.
- 6.3 The Services shall be provided for a period as stated in the contract letter or Purchase Order, subject to the University rights of earlier termination under the Terms & Conditions.
- 6.4 In providing the Services, the Supplier shall:
 - (a) co-operate with the University in all matters relating to the Services, and comply with all instructions of the University;
 - (b) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the University;

- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all materials supplied and used in the Services or transferred to the University, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the University's premises;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the University to the Supplier (**University Materials**) in safe custody at its own risk, maintain the University Materials in good condition until returned to the University, and not dispose or use the University Materials other than in accordance with the University's written instructions or authorisation; and
- (j) not do or omit to do anything which may cause the University to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the University may rely or act on the Services.

7. **University remedies**

7.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the University shall, without limiting its other rights or remedies, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by the University in obtaining substitute goods and/or services from a third party;
- (d) where the University 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
- (e) to claim damages for any additional costs, loss or expenses incurred by the University which are in any way attributable to the Supplier's failure to meet such dates.

7.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, the University shall have one or more of the following rights, whether or not it has accepted the Goods:

- (a) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

- (e) to recover from the Supplier any expenditure incurred by the University in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the University arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

7.3 If the Supplier has supplied Services that do not conform to the undertakings in clause 6.4 then, without limiting its other rights or remedies, the University shall have one or more of the following rights:

- (a) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (b) recover from the Supplier any costs incurred by the University in obtaining substitute services from a third party; and/or
- (c) where the University has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier.

7.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

7.5 The University's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

8. **Charges and payment**

8.1 The price for the Goods:

- (a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the date of the Order; shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the University. No extra charges shall be effective unless agreed in writing and signed by the University; and
- (b) shall not be varied for reason or currency fluctuation, unforeseen circumstances, or any other reason during the period between the Order being accepted and delivery. These will include any attempts to impose price changes and alterations / uplifts as a result of changes in supply chain or suppliers to the Supplier.
- (c) Shall be set in Pounds Sterling and at the price/currency exchange rate applicable on the day of Order. Currency changes, fluctuations, exchange rates, and other variations will not be accepted. For clarity, the exchange rate on the date of delivery, invoice submission, or any date, or currency, other than that of the day the Order is placed will not be valid.

8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and / or Services. Unless otherwise agreed in writing by the University, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3 In respect of Goods, the Supplier shall invoice the University on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the University on completion of the Services. Each invoice shall include such supporting information required by the University to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

- 8.4 From August 2020, the University operates a “No PO, No Pay” policy. Details, including an FAQ, are located at : <https://www.kent.ac.uk/finance/procurement/index.html?tab=no-po-no-pay-faqs>
- 8.5 The University reserves the right to reject as non-compliant any invoice that does not quote a valid and accurate purchase order number.
- 8.6 In consideration of the supply of Goods and/or Services by the Supplier, the University shall pay the invoiced amounts within 30 days of the date of approval of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 8.7 All amounts payable by the University under the Contract are exclusive of VAT which shall be charged at the prevailing rate. The University shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier a sum equal to the VAT chargeable in respect of the supply of the Goods and/or Services.
- 8.8 If a payment of an undisputed amount is not made by the University by due date for payment, then the University shall pay the Supplier interest on the overdue amount at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998. This clause shall not apply to payments that the University disputes in good faith.
- 8.9 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the University to inspect such records at all reasonable times on request.
- 8.10 The University may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the University against any liability of the University to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.
- 8.11 The imposition of annual price rises, whether linked to any inflationary index or not, is not part of this contract. The price for the delivery of the service is set and fixed for the duration of the initial Contract term.
- 8.12 In the event that the Contract Price is increased or decreased as a result of any new legislation or regulation being made after the commencement of the contract, the amount of any such increase or decrease shall be treated as a variation to the contract and will be assessed on an individual basis. Such variations will not be allowed where new legislation or regulations are enacted after the commencement of the contract, but were made public prior to the commencement of the contract. Any such variations to price which can be foreseen by the Supplier prior to commencement of the Contract will be deemed to have been included in the Contract Price.
- 8.13 Except where agreed in advance by an authorised representative of the University, normally the Head of Procurement or their nominated representative or deputy, the University will not pay in advance for any part of the goods, services or works. Payment in advance would normally only be agreed in exceptional circumstances where the initial capital outlay of any project, or the delay between expenditure and receipt by the supplier, would be excessive in terms of time or value to the extent that it would cause unnecessary duress onto the supplier, and in such circumstances would be by prior agreement only.
- 8.14 The Supplier also guarantees to adhere to the requirement of the PPN Procurement Policy Note 04/19 located at : <https://www.gov.uk/government/publications/procurement-policy-note-0419-taking-account-of-a-suppliers-approach-to-payment-in-the-procurement-of-major-contracts--2>

This also applies in relation to payment of Subcontractors.

8.15 The University may wish to move to electronic invoicing and will communicate so at such point that this occurs.

9. **Assignment and subcontracting**

9.1 The University may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

9.2 The Supplier may not assign, transfer, mortgage, charge, subcontract, 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 University.

9.3 The Supplier must also ensure that any suppliers in the Subcontracting supply chain are paid within 30 days of receipt of a correct invoice, in compliance with the requirements of the Prompt Payment Policy published by the Government : <https://www.gov.uk/guidance/prompt-payment-policy>

9.4 The Supplier must also ensure that in the event of a change of control or performance standard by a subcontractor, that the delivery of the goods, services or works, is maintained and be clear that the contract for performance of the goods, services or works exists between the contracting authority and the Supplier.

9.5 It is the expectation of The University that the Supplier should declare any substantial subcontracting of services to a third party or of any change in the intended method of service provision during the lifespan of the contract where subcontractors are engaged. It is the expectation of the University that any subcontracted suppliers be treated by the Tenderer in adherence with the University Supplier Code Of Conduct which is linked to from : <https://www.kent.ac.uk/finance/procurement/index.html?tab=policies-and-procedures>

10. **Intellectual Property Rights**

10.1 In respect of the Goods and any goods that are transferred to the University 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 University, it will have full and unrestricted rights to sell and transfer all such items to the University.

10.2 The Supplier grants the University a perpetual, royalty free, irrevocable, non-exclusive licence (with the right to sub-licence) to use all Intellectual Property Rights in the Goods or in any materials accompanying the Goods to the extent that it is necessary to fulfil the Supplier's obligations under the Contract or enable the University to use the Goods for their intended purpose.

10.3 The Supplier assigns to the University, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

10.4 The Supplier shall obtain waivers of all moral rights in the products of the Services, including for the avoidance of doubt 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.

10.5 The Supplier shall, promptly at the University's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the University may

from time to time require for the purpose of securing for the University the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the University in accordance with clause 10.3.

- 10.6 All University Materials are the exclusive property of the University and shall remain so throughout the term of the Contract.
- 10.7 All Intellectual Property Rights in the University Materials shall remain the property of the University but the University hereby grants the Supplier a royalty-free, non-exclusive and non-transferrable licence to use such materials as required during the term of the Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.
- 10.8 Use of the University logo and branding on any products produced as a result of any Order or instruction should adhere to the use of the Brand Identity as outlined at :
<https://www.kent.ac.uk/brand/guide.html>

11. **Confidentiality, transparency and publicity**

- 11.1 Subject to clause 11.2, each party shall:
 - (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing party; and
 - (b) not use or exploit the disclosing party's Confidential Information in any way except for the purposes anticipated under the Contract.
- 11.2 Notwithstanding clause 11.1, a party may disclose Confidential Information which it receives from the other party:
 - (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
 - (b) to its auditors or for the purposes of regulatory requirements;
 - (c) on a confidential basis, to its professional advisers;
 - (d) where the receiving party is the Supplier, to its staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any staff to whom it discloses Confidential Information pursuant to this clause (d) shall observe the Supplier's confidentiality obligations under the Contract; and
 - (e) where the receiving party is the University:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the University subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the University under this Contract; or
 - (b) in accordance with clause 12.
- 11.3 The Supplier shall not make any press announcement or publicise the Contract or any part of the Contract in any way, except with the prior written consent of the University.

12. **Freedom of information**

- 12.1 The Supplier acknowledges that the University:
 - (a) is subject to the requirements of the FOIA and shall provide all necessary assistance and cooperation as is reasonably requested by the University to enable the University to comply with its obligations under the FOIA; and

- (b) may be required under the FOIA to disclose Information concerning the Supplier, the Goods or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier.

12.2 Notwithstanding any other provision in the Contract, the University shall be responsible for determining in its absolute discretion whether any information relating to the Supplier, the Goods or Services is exempt from disclosure in accordance with the FOIA.

13. **Indemnity and insurance**

13.1 The Supplier shall keep the University 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) up to a value of £5 million in any one instance suffered incurred by the University as a result of or in connection with:

- (a) any claim made against the University for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) any claim made against the University by a third party for death, personal injury or damage to property arising out of, or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (c) any claim made against the University 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 subcontractors.

13.2 This clause 13 shall survive termination of the Contract.

13.3 During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, employers' liability insurance, product liability insurance and public liability insurance (of a minimum value of £5 million) to cover the liabilities that may arise under or in connection with the Contract, and shall, on the University's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

14. **Force majeure**

14.1 Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of the party affected. Each party shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either party may terminate the Contract by written notice to the other party.

14.2 For the avoidance of all doubt, Force Majeure clauses can be invoked by either party in event of war, terrorism, earthquakes, hurricanes, flood or other natural events, acts of government, plagues or epidemics, global health emergencies, or other events reasonably outside of the control of either party including the instruction of official bodies such as the FCO. However,

should either party fail to respond competently and appropriately to the event, the clauses may not be invoked as the relevant party may not have undertaken all reasonable endeavours to continue performance of the contract.

15. Termination

- 15.1 Without prejudice to any other right or remedy, the University may terminate the Contract:
- (a) in respect of the supply of Services, by giving the Supplier three months' written notice (or if the Contract is less than three months in duration by giving one month's written notice); and
 - (b) in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier in accordance with clause 4.
- 15.2 The Supplier may terminate the Contract by written notice to the University if the University has not paid any undisputed amounts within 90 days of them falling due.
- 15.3 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 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.
- 15.4 Without limiting its other rights or remedies, the University may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier:
- (a) commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing to do so;
 - (b) 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;
 - (c) undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - (d) becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause (d) in consequence of debt in any jurisdiction;
 - (e) (being an individual) is the subject of a bankruptcy petition or order;
 - (f) (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
 - (g) suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business.
- 15.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 15.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

- 15.7 Upon termination or expiry of the Contract, the Supplier shall:
- (a) immediately deliver to the University all Deliverables whether or not then complete, and return all University Materials. If the Supplier fails to do so, then the University 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
 - (b) give all reasonable assistance to the University and any incoming supplier of the Goods and/or Services (as the case may be).

- 15.8 The Supplier must follow diligent steps to ensure that notice of such termination is served to the Procurement Team of the University, which can be contacted at:

<https://www.kent.ac.uk/finance/procurement/index.html?tab=contact>

Failure to do so will be interpreted as not providing the University of such notice, and any Termination notice in any communication that is not sent to this address may be deemed as having not been served.

16. **Compliance with laws and policies**

- 16.1 In performing its obligations under the Contract, the Supplier shall comply with the word and spirit of all applicable national and international law that will apply in all territories that the contract is performed in:

- (a) all applicable laws, statutes, regulations from time to time in force, including the Data Protection Act 1998, the Bribery Act 2010, the Modern Slavery Act 2015, TUPE Regulations, Criminal Finance Act 2017, the Social Value Act 2012, and the General Data Protection Regulations 2018; and
- (b) the University's policies as notified to the Supplier from time to time.

- 16.2 The Supplier shall promptly notify the University immediately in the event of any incident occurring in the performance of its obligations under the Contract which may amount to a breach of this clause.

- 16.3 Full details of the relevant GDPR Clauses are listed at Annex A, A 1 – PART 2, and ANNEX B. The Supplier will adhere with the requirements of these clauses.

- 16.4 The Supplier also agrees to honour best practice and guidance, including any legally binding clauses in any contracts or agreements they may have signed with any other bodies, including, but not limited to non-competition clauses.

- 16.5 A list of many applicable pieces of legislation and regulation is at the below link:

<https://www.kent.ac.uk/finance/procurement/index.html?tab=legislation>

- 16.6 The Supplier guarantees to abide with, and honour the word and spirit of the relevant University policies, including those relating to the standards of conduct and behaviour the University expects of Suppliers. These documents are located at:

i) <https://www.kent.ac.uk/finance/procurement/index.html?tab=policies-and-procedures>

ii) <https://www.kent.ac.uk/governance/policies-and-procedures/index.html>

- 16.6 Specifically, Suppliers agree to adhere to the University policies regarding Anti-Bribery, Data, Whistle-Blowing, Alcohol, Drugs & Substances, and Declaration of Interests.

- 16.7 Suppliers also agrees to adhere to the Supplier Code of Conduct which is linked to from :

<https://www.kent.ac.uk/finance/procurement/index.html?tab=policies-and-procedures>

16.9 Suppliers have a responsibility to declare to the University any potential conflicts of interest to the University, including but not limited to hospitality of staff, personal relationships, and similar, to ensure that decisions are made fairly and transparently with no possibility of any collusion or conspiracy. Further information on our policies and procedures relating to Business Practices and Behaviours can be found online:

- Anti Bribery & Corruption policy:

<https://www.kent.ac.uk/governance/policies-and-procedures/bribery.html>

- Declaration of Interests policy:

<https://www.kent.ac.uk/governance/register-of-interests/Declaration-of-InterestsPolicy.html>

- Whistleblowing & Fraud policy:

<https://www.kent.ac.uk/governance/policies-and-procedures/whistleblowing.html>

16.10 The University publishes a Modern Slavery Act statement and it is the expectation of the University that all suppliers comply to the requirements of the act and the contents of the statement :

<https://www.kent.ac.uk/governance/modern-slavery-statement.html>

17. **Dispute resolution**

17.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each party.

17.2 If the dispute cannot be resolved by the parties within one month of being escalated as referred to in clause 17.1, the dispute may by agreement between the parties be referred to a neutral adviser or mediator (**Mediator**) chosen by agreement between the parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.

17.3 If the parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either party may exercise any remedy it has under applicable law.

18. **General**

18.1 Each of the parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Contract.

18.2 A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the parties.

18.3 The Contract cannot be varied except in writing signed by a duly authorised representative of both the parties. These variations can only be amended or added to by formal amendments issued in writing and agreed by both parties. Such agreement to these changes will not be unreasonably withheld. No oral or written amendment, other than in accordance with the correct channels, shall be binding to either parties of the contract.

- 18.4 The Contract contains the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 18.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be valid only if it is communicated to the other party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 18.6 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in the Contract. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- 18.7 Except as otherwise expressly provided by the Contract, all remedies available to either party for breach of the Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 18.8 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

19. Notices

- 19.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 19.3, e-mail to the address of the relevant party set out in the Order, or such other address as that party may from time to time notify to the other party in accordance with this clause:
- 19.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 19.3 Notices under clauses 14 and 15 may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 19.1.

20. Governing law and jurisdiction

- 20.1 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.
- 20.2 Any dispute arising out of, or in connection with the Contract, which cannot be resolved by negotiation between both parties, shall be referred to the arbitration of a single arbitrator appointed by agreement between the parties or in default of agreement, nominated on the application of either party to the Centre for Dispute Resolution ("CEDR").
- 20.3 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

Statutory Requirements Section

21. Industrial Actions & the Transfer of Undertakings (Protection of Employment)

- a) The parties acknowledge that the expiry or termination of this Contract may constitute a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- b) The Supplier shall facilitate any transfer by providing the information that the new provider of the Services needs to enable an efficient transfer to take place.

22. Discrimination

- 22.1 Neither party shall unlawfully discriminate within the meaning and scope of the provisions of or made under the Equality Act 2010 or any other legislation relating to discrimination in employment or in the provision of Services.
- 22.2 The Supplier shall take all reasonable steps to secure the observance of these provisions by the Supplier's Staff employed in the execution of the Contract.
- 22.3 Failure to comply with any part of this Condition may constitute a material breach of the Contract and the University may exercise its rights under Condition 20.

23. Environmental Requirements

- 23.1 The Supplier shall perform the Contract in accordance with an environmental policy that aims to conserve resources, reduce waste and minimise the release of substances damaging to health and the environment. Your attention is drawn to the University of Kent Sustainability Team information, aims and goals : <https://www.kent.ac.uk/estates/sustainability/index.html>

24. Health & Safety

- 24.1 The Supplier shall ensure they and their staff are fully aware of the legal requirements on them with regards Health and Safety and promptly notify the University of any health and safety hazards that may arise in connection with the performance of the Services.
- 24.2 The University shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the University's Premises and which may affect the Supplier in the performance of the Services.
- 24.3 Whilst on the Supplier's Premises, the Supplier's Staff shall comply with any health and safety measures implemented by the University as well as following the guidelines published at : <https://www.kent.ac.uk/estates/contractors.html>
- 24.4 The Supplier shall notify the Representative of the University immediately in the event of any incident occurring in the performance of the Services on the University's Premises where that incident causes any Personal Injury or any damage to property.

25. Intellectual Property Rights

- 25.1 It shall be a condition of the Contract that, except to the extent that materials may incorporate designs furnished by the University, the Supplier will not infringe any patent, trade mark, registered design, copyright or other right in the nature of intellectual property of any third party and he shall indemnify the University against all actions, suits, claims, demands, losses, charges, costs and expenses which the University may suffer or incur as a result of, or in connection with, any breach of this Condition.

- 25.2 All intellectual property rights in any specifications, instructions or other material:
- (a) Furnished to or made available to the Supplier by the University shall remain the property of the University or research team.
 - (b) Prepared by or for the Supplier for use, or intended use, in relation to the performance of this Contract shall belong to the University or research team.
- 25.3 At the termination of the Contract the Supplier shall immediately return to the University all materials, work or records held. The Supplier and the University may keep copies of the work and its outputs, to continue research, to produce academic papers based on the work and to present the work and its outputs.
- 25.4 If at any time in the performance of the Services, the Supplier should either alone or jointly make, invent or discover any Results he or she shall communicate details to the University immediately and in writing
- 25.5 All Results and all Intellectual Property Rights in Results shall belong to the University. The Supplier waives any rights in respect of Results which are or may be conferred by Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 (moral rights).
- 25.6 At the request and cost of the University and either during the term of this Agreement or at any time after its termination, the Supplier will execute all reasonably necessary acts and things in connection with any Results (whether such rights belong to the Supplier jointly or solely):
- (a) to vest title to those Results in the University or its nominee;
 - (b) to obtain or renew any Intellectual Property Rights in any country in the name of the University or its nominee; and
 - (c) to assign to the University or its nominee any rights which the Supplier may have in respect of infringement of Intellectual Property Rights in Results.
- 25.7 The University will have no liability to account to the Supplier for any revenue or profit derived or resulting from any Results and no obligation to obtain or defend any Intellectual Property Rights in Results.

26. **Patents**

- 26.1 All royalties, licence fees or similar expenses for the supply or use of any invention, process, drawing, model, plan or information in connection with the Contract shall be deemed to have been included in the Contract Price. The Supplier shall indemnify the University from and against all demands, actions, claims and proceedings, which may be made or brought against the University, and any damages, cost and expenses incurred by the University in respect of such supply or use.

27. Prevention of Corruption

- 27.1 The Supplier shall not request, offer, promise, agree to receive, accept or give a financial or other advantage to another person intended to induce a person to perform a relevant function or activity improperly, or to reward a person for the improper performance of such a function or activity, or where it is known that the acceptance of the advantage would itself constitute the improper performance of a relevant function or activity. The attention of the Supplier is drawn to the criminal offences under the Bribery Act 2010.
- 27.2 Where the Supplier or Supplier's employees, Sub-contractors, suppliers or agents or anyone acting on the Supplier's behalf acts in a manner which constitutes a breach of Condition 27.1 in relation to this or any other contract with the University, the University has the right to exercise any or all of the following actions:
- (a) terminate the Contract and recover from the Supplier the amount of any loss resulting from the termination
 - (b) recover from the Supplier the amount of value of any such gift, consideration or commission, and
 - (c) recover from the Supplier any other loss sustained in consequence of any breach of this Condition, whether or not the Contract has been terminated.
- 27.3 In exercising its rights or remedies under this Condition, the University shall;
- (a) act in a reasonable and proportionate manner having regard to such matters as the gravity of and the identity of the person performing the prohibited act
 - (b) give all due consideration, where appropriate, to action other than termination of the Contract.

ANNEX A: General Data Protection Regulation Clauses

Data Protection Legislation:	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy
Data Protection Impact Assessment :	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer	take the meaning given in the GDPR
Data Loss Event:	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier and / or Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach..
Data Subject Access Request:	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
DPA 2018	Data Protection Act 2018
GDPR:	the General Data Protection Regulation (Regulation (EU) 2016/679)
LED:	Law Enforcement Directive (Directive (EU) 2016/680)
Protective Measures:	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Sub-Processor:	any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement.
GDPR :	Means the General Data Protection Regulations, which come into effect on May 25 th 2018
Intellectual Property Rights:	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, 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.
Law:	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier and / or Contractor is bound to comply;
Order:	the University's order for the supply of Goods and/or Services, as set out in the University's purchase order form.
Party :	A Party to this agreement
Services:	the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.
Service Specification:	the description or specification for Services agreed in writing by the University and the Supplier.
Supplier:	the person or firm from whom the University purchases the Goods and/or Services.
University:	the University of Kent registered in England and Wales by Royal Charter with company number RC000656.
University Materials:	has the meaning set out in clause 6.4(i).
VAT:	value added tax in accordance with the provisions of the Value Added Tax Act 1994.

Working Day: a day (other than a Saturday or Sunday) in England when banks in London are open for business.

Annex A: GDPR Clauses

1. DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier and / or their sub-Contractor (hereafter referred to as the Supplier, meaning both and all parties) is the Processor. The only processing that the Supplier is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Supplier.
- 1.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Schedule 1, unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;

- (c) ensure that:
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Supplier, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

- 1.6 The Supplier's obligation to notify under clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.10 The Supplier shall designate a data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 1.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

ANNEX A 2: Schedule of Processing, Personal Data and Data Subjects

Schedule [1] Processing, Personal Data and Data Subjects

1. The Supplier shall comply with any further written instructions with respect to processing by the Customer.
2. Any such further instructions shall be incorporated into this Schedule.
3. To be completed before Contract commencement, if applicable

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

Appendix 1 - Change Control Following the Award of Contract

1. Introduction

- 1.1. Where the University or the Supplier see a need to change either the Services or the Conditions of the Contract, the University may at any time request, and the Supplier may at any time recommend, such change only in accordance with the Change Control Procedure as set out at paragraph 2. Minor variations of limited and small value are permitted outside of this process, however any variation or extension of duties, scope, or those with any significant financial implications, should only be agreed through the specified process.
- 1.2. Until such time as a change is made in accordance with the Change Control Procedures, the Supplier shall, unless otherwise agreed in writing, continue to provide the Services as if the request or recommendation had not been made.
- 1.3. Any discussions which may take place between the University and the Supplier in connection with a request for change shall be without prejudice to the rights of either party.
- 1.4. In the event of any variation of the Contract, the Contract Price shall be subject to fair and reasonable adjustment to be agreed between the University and the Supplier. Any variation will have to comply with the requirements of Clause 18 and the rest of the Contract.
- 1.5. Any work undertaken by the Supplier staff which has not been authorised in advance by a change to the Contract or otherwise agreed according to paragraph 1 shall be undertaken entirely at the expense and liability of the Supplier.

2. Procedure

- 2.1. Where a request for an amendment is received from the University, the Supplier shall, unless otherwise agreed, submit to the University two copies of a Change Control Note (CCN) signed by the Supplier within three weeks of the date of the request.
- 2.2. If the Suppliers considers that the preparation of a CCN requested by the University would necessitate significant additional allocation of resources, the Supplier will notify the University accordingly and, on agreement by the University, the Supplier will make a proposal for a paid study of the cost and implications of producing the required CCN.

2.3. A request to amend by the Supplier shall be submitted direct to the University in the form of two copies of a CCN signed by the Supplier at the time of such recommendation.

2.4. The CCN must include:

- a) Provision for a CCN number
- b) The title of the change
- c) The originator and date of the request for the change
- d) The reason for the change
- e) Full details of the change including any specifications
- f) The price, if any, of the change
- g) A timetable for implementation
- h) A schedule of payments if appropriate
- i) Details of the likely impact, if any, of the change on other aspects of the existing contract, including but not limited to:
 - The term of this contract
 - The personnel to be provided
 - The charges
 - The payment profile
 - The documentation to be provided
 - The training to be provided
 - Service Levels
 - Working arrangements
 - Other contractual issues
- j) The date of expiry of the validity of the CCN, which shall usually be at least 10 working days from the date of submission;
- k) Provision for signature by the University and the Supplier

2.5. For each CCN submitted the University shall allocate a sequential number to the

CCN, evaluate the CCN, requesting further information if necessary, and before the expiry of the CCN shall either:

- a) Arrange for two copies of the CCN to be signed by or on behalf of the University and return one of the copies to the Supplier; or
- b) Notify the Supplier of the rejection of the CCN.

2.6. A CCN signed by both parties shall constitute an amendment to the Contract.