University College London

Expressions of interest for provision of creative services

UCL-PROC-001283

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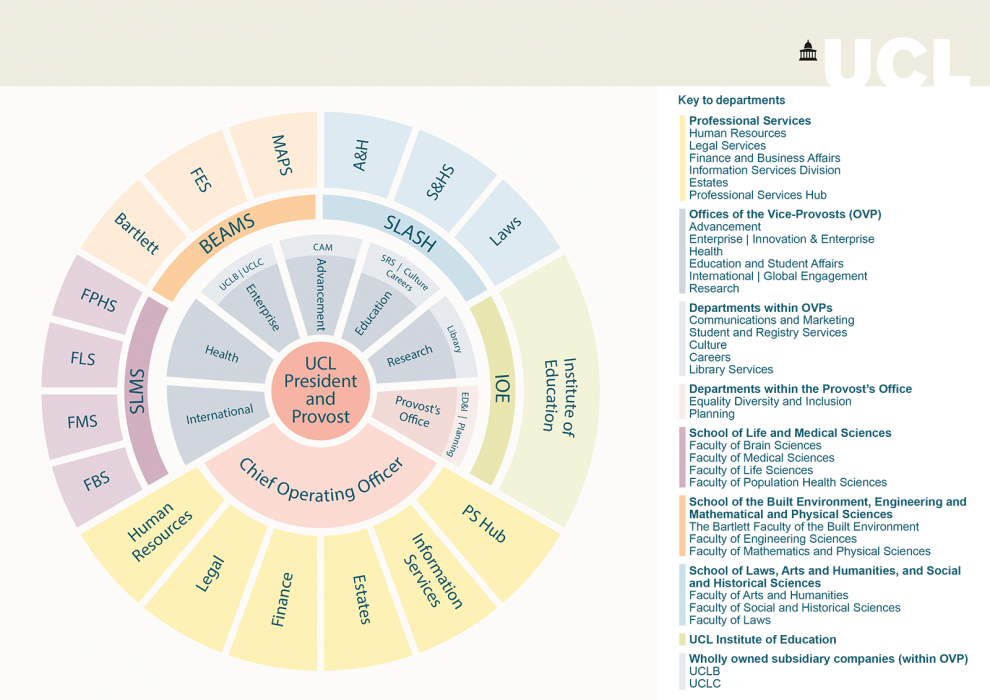
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1. University College London
   1. UCL is one of the world’s leading multi-disciplinary universities. We operate in a global context and are committed to excellence, innovation and the promotion of global understanding in all our activities: research, teaching, learning, enterprise and community engagement.
   2. UCL’s vision, aims and values can be found [here](https://www.ucl.ac.uk/about/what/vision-aims-values).
   3. UCL is the university for brave thinkers – who have the freedom to challenge, think differently, and make real-world impact. Our excellent reputation as a world-leading university has been built over generations of staff, students and alumni, and it's our turn to nurture and develop it as one of our most precious assets.
   4. UCL was established in 1826. It was the first university in England to welcome women to university education, and to welcome students of any religion or social background.
   5. The founding principles of academic excellence and research aimed at addressing real-world problems continue to inform our ethos to this day.
   6. Our central location in the capital offers close interaction with Bloomsbury’s cultural and intellectual vibrancy, Westminster and Whitehall, the City and our world-class hospital partners.
   7. For almost two centuries, our staff, students and alumni have endeavoured to shape the modern world. Their achievements include:
      1. advances in communications such as the invention of the thermionic valve, making modern electronics possible, the development of the telephone and wireless telegraphy and the establishment of the first transatlantic computer network connection, the precursor of the internet;
      2. biomedical breakthroughs such as the identification of hormones and vitamins, the first antiseptic treatment of wounds and understanding of the physiology of nerve cells and their synaptic connections;
      3. the identification of the structure of DNA, the basis of the human genome project;
      4. discovery of the inert gases, including neon, which resulted in the first of 28 Nobel Prizes so far earned by people who are, or were, students or academics at UCL;
      5. View [Made at UCL](http://www.ucl.ac.uk/made-at-ucl) to discover more about the groundbreaking developments that have taken place at UCL.
   8. UCL has set out a 20 year strategy - [UCL 2034](https://www.ucl.ac.uk/2034/) and provides [annual updates - 2020](https://www.ucl.ac.uk/2034/ucl-2020) thereon.

1. Background, organisation and the UCL brand
   1. Background
      1. UCL has been providing disruptive thinking and challenging the status quo since 1826;
      2. UCL works together across disciplines to solve the world’s biggest problems;
      3. UCL strives to make a positive difference to the world we live in;
      4. Ambitious innovators, visionary trendsetters and disruptive thinkers call UCL home.
   2. Organisation
      1. UCL’s Communications & Marketing Department (“CAM”) is led by Collette Lux, Executive Director, who is responsible for setting the marketing and communication strategy;
      2. UCL’s organisation is complex and decentralised, CAM is represented in the Office of the Vice Provost for Advancement, whilst Schools, Faculties and Departments also have their own Communications & Marketing representatives.



* 1. The UCL brand
     1. UCL has recognised the need for clear and consistent use of the UCL brand; protecting against misuse, amplifying our reputation as a world-leading university, and improving the brand saliency;
     2. The benefit for UCL is greater recognition of our academic endeavours, improved attribution to UCL in the build-up to Research Excellence Framework (“REF”) and Knowledge Exchange Framework (“KEF”), and increased support for philanthropic efforts by securing recognition that UCL is *the* university brand in London. By proactively and single-mindedly managing UCL’s brand reputation, UCL will be seen as greater than the sum of its parts:
     3. Therefore UCL plans to create a framework of experienced and knowledgeable creative professionals (agencies and sole traders) to stimulate and further improve our visibility and brand recognition in line with [UCL Brand Architecture 2020.pdf](https://www.ucl.ac.uk/cam/sites/cam/files/ucl-brand-architecture-2020.pdf);
     4. As part of the reporting in accordance with UCL’s 2034 Strategy, CAM has developed a new Key Performance Indicator – ‘Brand Power’ score.
  2. The requirement
     1. UCL is looking to engage with creative professionals who will help to improve the Brand Power score and also embody and reflect UCL’s [values](https://www.ucl.ac.uk/2034/founding-principles) and our core brand proposition:
* We are a diverse community with the freedom and courage to challenge, to question and to think differently;
* Through a progressive approach to teaching and research, our world-leading academics, curious students and outstanding staff continually pursue excellence, break boundaries and make an impact on real world problems;
* This is underpinned by the following proof points:
  + **Intellectual Powerhouse**: UCL has a history of academic excellence and is consistently ranked in the top 10 universities globally;
  + **Courageous Attitude**: Built on a heritage of brave thinking, UCL has always done things differently. As the first English university to champion inclusivity, diversity and open mindedness – we have never been afraid to rethink the norms of education and research. Driven by this unique, disruptive mindset, we continually champion intellectual freedom, pushing boundaries and challenging convention;
  + **Powerful Community**: UCL is a diverse global community of world-class academics, students, industry links, external partners, and alumni – enabling a unique ability to look at the world with a broad, inquiring perspective;
  + **Interdisciplinary Approach** to Teaching and Research, leading to unique, effective, holistic solutions to challenging problems;
  + **Real World Impact**: UCL is purposeful and driven to advance knowledge and make a positive difference to society.
    1. Interest is sought from agencies/sole traders with experience in more than one sector and previous experience of Higher Education is not mandatory.

1. Freedom of Information Act 2000 and confidentiality
   1. The Freedom of Information Act 2000 ("FoIA") and the Environmental Information Regulations 2004 ("EIR") apply to UCL which is committed to the principles of transparency in public sector spending.
   2. Accordingly, as part of UCL’s duties under FoIA or EIR, it may be required to disclose information submitted to it, information concerning the procurement process, or details about the project in response to a request under FoIA or EIR. UCL may also decide to include certain information which it maintains under FoIA.
   3. Respondents should clearly identify whether any information which forms part of this EOI should be treated as potentially exempt from disclosure under FoIA / EIR, by marking such information "**commercially confidential**" and providing any justification for this view.
   4. UCL may always be required to disclose information under FoIA if an FoIA request is received. UCL cannot guarantee that any information will not be disclosed, even if a Respondent considers the information to be confidential. The acceptance of receipt by UCL of information marked "**commercially confidential**" or the like should not be taken that UCL accepts any duty of confidence by virtue of that marking and UCL accepts no liability (howsoever arising) in this regard.
   5. You should complete **Schedule 1: Freedom of information exemption requests** to indicate which elements of your bid you consider to be supplied as “Important information provided in confidence” or “Commercially sensitive information”, your explanation of why disclosure (of a trade secret or commercially sensitive information) is not in the public interest and the time period that should apply to such information. You should note that a blanket designation of a response as confidential is unlikely to be effective.
   6. UCL will endeavour to consult with Respondents and have regard to comments before it releases any information under the FoIA or the EIR. However, UCL reserves its discretion to determine whether any information is exempt from the FoIA and / or EIR or not. UCL will be obliged to make its decision on disclosure in accordance with the provisions of FoIA or EIR (as the case may be) and will be bound by the rules as to disclosure in FoIA and EIR, and, where appropriate, by the direction of the Information Commissioner.
   7. UCL reserves the right to contact the named customer contacts regarding any contracts referred to by the Respondent as past experience. The named customer contact does not owe UCL any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
   8. UCL confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact.
2. Procurement requirements
   1. **Format of responses –** The respondent is requested to provide a short overview of previous work, any pertinent information as to how the respondent would propose to support UCL’s brand requirements as well as providing case studies and references showcasing particular elements of the respondents’ previous work, across multiple sectors where applicable.
      1. Please submit all responses and any queries to the following mailbox [creativedisruptivethinking@ucl.ac.uk](mailto:creativedisruptivethinking@ucl.ac.uk)
      2. All responses are to be received by close of play (**5pm BST**) on **Wednesday 30th September 2020**;
      3. This process is being conducted by UCL Procurement and all queries must be directed via the [creativedisruptivethinking@ucl.ac.uk](mailto:creativedisruptivethinking@ucl.ac.uk) mailbox. No comments or queries will be answered from other members of UCL and deviation from this process may result in disqualification;
   2. **Ratecards –** The respondent is requested to provide indicative pricing and ratecards based upon activity – hourly/ daily or volume related.
   3. **Terms and conditions -** The services are to be provided in accordance with UCL’s standard terms and conditions for purchase of services as provided at Schedule 2. Please indicate compliance – full, partial or non with these terms and conditions on a clause by clause basis.
   4. **Case Studies -** The respondent is required to provide three case studies showcasing the respondent’s work in relation to the requirements/parameters set out above (primarily how activity has improved brand recognition and meaning).
   5. **References** - The respondent is required to provide three references. References will be taken up by UCL. Each referee will be emailed with a questionnaire containing a standardised set of questions for them to complete and return to UCL within 5 working days.
      1. The respondent is responsible for providing correct contact details and ensuring their referees are aware that UCL will take up references and that they are able and willing to respond within 5 working days.
   6. **Evaluation criteria:** Responses shall be evaluated by a team including representatives from Communications & Marketing, Procurement & Sustainability. UCL are interested in responses which will further our aims as set out above whilst also representing value for money and aligning with our core values as stated.
   7. **Sustainability -** UCL have adopted theNetpositive Supplier Engagement Tool, which enables all our suppliers to receive a bespoke sustainability action plan. We expect all our suppliers to be signed up to this tool. 
      1. To access the tool visit[**the netpositive.org tool**](https://supplierengagementhe.net-positive.org/) and follow the instructions to create a new log-in.
      2. Creating an action plan should take less than half an hour, simply provide your details, explore and select the impacts that relate to your activities and your action plan will be automatically generated. Other Universities are using the tool but you will only have to complete it once – if you are already subscribed via another institution please note this in your response. Please make sure you check the boxes indicating every organisation you supply.
      3. It is important that your business does not have duplicate action plans therefore if you would like other colleagues to have access to the action plan to work on it also you can use the ‘share’ button facility. Please do also check that no-one else in your organisation has already completed a plan (perhaps as a result of a request from another institution).
   8. UCL is not a "contracting authority" or a "body governed by public law" as defined by the Public Contracts Regulations 2015. This procurement process is not regulated by EU or UK public procurement law. Where UCL advertises contracts in the Official Journal of the European Union, it does so on a voluntary basis and does not undertake any obligation to comply with the procurement legislation. UCL reserves its rights in full to adapt or step outside the procedures in the procurement legislation as UCL considers necessary.
   9. Respondents are entirely responsible for the costs of participating in this procurement and no payment, reimbursement, compensation or any other remuneration will be payable by UCL to successful or unsuccessful respondents beyond individual Statements of Work for activities commissioned.
   10. All information provided in this EOI, orally or in writing, is provided on a strictly confidential basis. Respondents must not disclose that they have been invited to quote or release details of the documents, other than on an "in confidence" basis to employees, agents, sub-contractors and advisors who have a legitimate need to know, and only to the extent strictly necessary in order to submit a bid and, if successful, to perform any contract arising from it.
   11. Respondents shall also ensure that a similar obligation of confidentiality is placed upon any third party to whom the Respondent may need to disclose any of the documentation for the purposes of the bid.
   12. Unless otherwise indicated, all intellectual property rights in this EOI and the documents supplied within are vested solely in UCL (and where applicable, its advisors). Accordingly, the documents supplied with this EOI and throughout the procurement process, and all copies of them, are and shall remain the property of UCL (and where applicable its advisors) and may only be used for the purposes of this procurement and in connection with the preparation of responses. Such documents must not be copied or reproduced in whole or in part and must be returned to UCL with your bid or upon demand.
   13. No publicity regarding the project or this EOI will be permitted unless and until UCL has given express written consent to the relevant communication. No statements may be made to any part of the media regarding the nature of any EOI, its contents or any proposals relating to it without the prior written consent of UCL.
   14. Nothing contained in the Contract shall prevent UCL from employing some person other than the successful respondents to supply services of the same type as those which are the subject of the Contract if UCL shall in its discretion think fit to do so.
3. Freedom of Information exemption requests

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| --- | --- | --- | --- | --- |
| Freedom of Information Act 2000 I/We believe that the following parts of our response should be exempt from disclosure as set out in the table below. I/We acknowledge that (i) a blanket designation of response as "confidential" is unlikely to be effective, (ii) UCL will be the ultimate decision maker in relation to disclosure of any part of this EOI under the Freedom of Information Act 2000 or related legislation and (iii) UCL shall have no liability to any Respondent in relation to the disclosure of such information. | | | | |
|  | | | | |
| Description of the information  Including reference to its location in submission | Reason why not subject to disclosure under the FOI Act | | | **Time Period** during which it is believed the exemption will apply, beginning on date of its submission to UCL |
| Important information provided in confidence | Commercially sensitive information | Explanation of why disclosure (of a trade secret or commercially sensitive information) is not in the public interest |  |
|  |  |  |  |  |
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1. UCL’s standard terms and conditions for the purchase of services
2. Interpretation
   1. **Definitions**. In these Conditions, the following definitions apply:

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| --- | --- |
| 1. Background IP | 1. any and all Intellectual Property Rights that i) are owned by or licensed to either party, ii) are or have been developed independently of the Contract (whether prior to the Commencement Date or otherwise) and iii) which are made available by one party to the other in connection with the Contract; |
| 1. Business Day | 1. a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business; |
| 1. Commencement Date | 1. has the meaning set out in Condition 2.3; |
| 1. Conditions | 1. the terms and conditions set out in this document and, where the context so permits any Special Conditions, as amended from time to time in accordance with Condition 22.9; |
| 1. Contract | 1. the contract between UCL and the Supplier for the sale and supply of Services in accordance with these Conditions, any Special Conditions and any Statement of Work; |
| 1. Control | 1. has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly; |
| 1. Controller | 1. a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; |
| 1. Data Protection Laws | 1. all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time; |
| 1. Data Subject | 1. the individual to which the Personal Data relates; |
| 1. Deliverables | 1. all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services (including those set out in any SOW) in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts); |
| 1. EIR | 1. the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations; |
| 1. **Employees** | employees or workers employed or engaged by UCL or an Outgoing Supplier who transfer to the Supplier as a result of TUPE; |
| 1. Fees | 1. the charges payable by UCL to the Supplier for the supply of the Services; |
| 1. FOIA | 1. 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; |
| 1. Foreground IP | 1. all Intellectual Property Rights (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing or developed in the course of the Contract; |
| 1. ICE | 1. the Information and Consultation of Employees Regulations 2004; |
| 1. Intellectual Property Rights | 1. all patents, rights to inventions, utility models, copyright and related rights (including performers property rights), trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world; |
| 1. Order | 1. the order by UCL for the supply of Services, as set out in UCL’s purchase order, or in UCL’s written acceptance of the Supplier’s quotation, as the case may be; |
| 1. **Outgoing Supplier** | 1. any person, company, firm or other business entity who provides the Services or services of the same or a similar nature to the Services prior to the Supplier commencing the provision of the Services under the Contract; |
| 1. Personal Data | 1. any information relating to an identified or identifiable living individual; |
| 1. Personal Data Breach | 1. the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data; |
| 1. Processing | 1. any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and Process, Processes and Processed shall be construed accordingly; |
| 1. Processor | a person which Processes Personal Data on behalf of a Controller; |
| 1. Request for Information | 1. a request for information under FOIA or the EIR; |
| 1. Services | 1. the services, including the provision of any Deliverables, to be provided by the Supplier under the Contract as set out in the SOW or otherwise in writing; |
| 1. Special Conditions | 1. the special conditions (if any) identified as such, set out in writing in the Order or any SOW, and applying to the Contract. |
| 1. Specification | 1. any description and/or specification for the Services, agreed in by UCL and the Supplier in an SOW or otherwise in writing; |
| 1. Statement of Work or SOW | 1. the statement of work in format detailed in Annex A which shall detail the Specifications and the Services to be delivered by the Supplier; |
| 1. **Subsequent Transferring Employees** | 1. any of the Supplier’s employees or workers who, immediately prior to the transfer of the Services to a Successor, is wholly or mainly engaged in the provision of the Services, or part thereof, which are to be undertaken by a Successor; |
| 1. **Successor** | 1. any person, company, firm or other business entity who provides the Services or services of the same or a similar nature to the Services in immediate or subsequent succession to the Supplier upon the expiry or earlier termination of the Contract; whether that person is a replacement supplier or UCL; |
| 1. Supplier | 1. the person or firm from whom UCL purchases the Services; |
| 1. TULRCA | 1. the Trade Union and Labour Relations (Consolidation) Act 1992; |
| 1. **TUPE** | 1. the Transfer of Undertakings (Protection of Employment) Regulations 2006; |
| 1. UCL | 1. University College London (a body corporate established by Royal Charter with company number RC000631) of Gower Street, London, WC1E 6BT; |
| 1. UCL Materials | 1. has the meaning set out in Condition 3.3.9. |

* 1. **Construction.** In these Conditions, the following rules apply:
     1. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
     2. A reference to a party includes its personal representatives, successors or permitted assigns.
     3. A reference to a statute or statutory provision is a reference to such statute or 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.
     4. 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.
     5. A reference to **writing** or **written** includes e-mails.
     6. In the event of any inconsistency or conflict between these Conditions and conditions and any Special Conditions, the Special Conditions shall prevail.

1. Basis of contract
   1. These Conditions and any Special 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. The Order constitutes an offer by UCL to purchase Services in accordance with these Conditions and any Special Conditions.
   3. The Order shall be deemed to be accepted on the earlier of:
      1. the Supplier issuing a written acceptance of the Order, here applicable as evidenced by the Supplier signing the SOW; or
      2. the Supplier doing any act consistent with fulfilling the Order,

and the Contract shall come into existence on that date or, if applicable, such other date specified in the SOW (“**Commencement Date**”).

1. Supply of Services
   1. The Supplier shall from the Commencement Date and for the duration of the Contract provide the Services to UCL in accordance with the terms of the Contract.
   2. The Supplier shall meet any performance dates for the Services specified in the Order or SOW or notified to the Supplier by UCL.
   3. In providing the Services, the Supplier warrants and undertakes to:
      1. co-operate with UCL in all matters relating to the Services, and comply with all reasonable and lawful instructions of UCL;
      2. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier’s industry, profession or trade;
      3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Contract;
      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 UCL;
      5. provide all equipment, tools and vehicles and such other items as are required to provide the Services, unless agreed otherwise in the SOW;
      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 UCL, will be free from defects in design, material and workmanship, and remain so for 12 months after delivery;
      7. 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;
      8. observe all health and safety rules and regulations and any other security requirements that apply at any of UCL’s premises;
      9. hold all materials, equipment and tools, drawings, specifications and data supplied by UCL to the Supplier (“**UCL Materials**”) in safe custody at its own risk, maintain UCL Materials in good condition until returned to UCL, and not dispose or use UCL Materials other than in accordance with UCL’s written instructions or authorisation; and
      10. not do or omit to do anything which may cause UCL to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that UCL may rely or act on the Services.
   4. If the Supplier's performance of its obligations under the Contract is prevented or delayed as a direct result of any act or omission of UCL, its agents, subcontractors, consultants or employees, then it shall promptly give notice in writing to UCL and without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by UCL provided that the Supplier shall deploy all additional resources and efforts, and take all reasonable steps, to eliminate or mitigate the consequences of the prevention or delay.
2. Remedies
   1. If the Supplier fails to perform the Services by the applicable performance dates, or does not comply with the warranties and undertakings set out in Condition 3.3, UCL shall, without limiting any of its other rights or remedies, have the right to exercise any one or more of the following rights:
      1. terminate the Contract;
      2. to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
      3. to recover from the Supplier any costs incurred by UCL in obtaining substitute services from a third party;
      4. where UCL has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; and/or
      5. to claim damages for any other costs, loss or expenses incurred by UCL which are in any way attributable to the failure of the Supplier to carry out its obligations under the Contract.
   2. These Conditions and any Special Conditions shall apply to any substituted or remedial services provided by the Supplier.
   3. The rights and remedies of UCL under these Conditions and any Special Conditions are in addition to its rights and remedies implied by statute and common law.
3. UCL’s obligations
   1. UCL shall:
      1. provide the Supplier with reasonable access at reasonable times to UCL’s premises for the purpose of providing the Services; and
      2. provide such information to the Supplier as the Supplier may reasonably request and UCL considers reasonably necessary for the purpose of providing the Services.
4. Charges and payment
   1. The Charges for the Services shall be set out in the Order or the SOW, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by UCL and a new purchase order has been issued by UCL in respect of any extra charges, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
   2. The Supplier shall invoice UCL on completion of the Services unless otherwise agreed by UCL in the SOW or otherwise in writing.
   3. Each invoice must quote the correct purchase order number, be addressed to the invoice address stated on the purchase order and marked for the attention of “UCL Accounts Payable”.
   4. Where the Supplier submits an invoice to UCL in accordance with Condition 6.2, UCL will consider and verify that invoice in a timely fashion.
   5. UCL shall pay valid and undisputed invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.
   6. Where UCL fails to comply with Condition 6.4, and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of Condition 6.5 after a reasonable time has passed.
   7. Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
      1. provisions having the same effect as Conditions 6.4 to 6.6 of the Contract; and
      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 Conditions 6.4 to 6.7 of the Contract.
   8. In Condition 6.7, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from UCL in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract.
   9. All amounts payable under the Contract are exclusive of amounts in respect of value added tax (“**VAT**”) or other sales tax chargeable for the time being. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to UCL, UCL shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
   10. If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 3% per annum above the base rate of Barclays Bank PLC from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This Condition shall not apply to payments that the defaulting party disputes in good faith.
   11. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow UCL to inspect such records at all reasonable times on request.
   12. UCL may, without limiting any other rights or remedies it may have, set-off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract or any other contract between the parties.
   13. For the avoidance of doubt, payment of charges by UCL pursuant to the Contract is subject to UCL having issued to the Supplier a purchase order in respect of those charges.
5. Intellectual property rights
   1. All Background IP is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use the Background IP has derived). The Supplier acknowledges that all UCL Materials and all rights in UCL Materials are and shall remain the exclusive property of UCL.
   2. The Supplier hereby assigns to UCL, (by way of present assignment of all current and future rights) with full title guarantee and free from all third party rights, all Foreground IP.
   3. UCL hereby grants the Supplier a non-exclusive, revocable licence to use UCL’s Background IP in UCL Materials solely to the extent strictly necessary for the performance of the Contract by the Supplier.
   4. The Supplier hereby grants UCL a non-exclusive, worldwide, royalty free, transferable, sub-licensable, perpetual, irrevocable licence to use, copy and modify the Supplier’s Background IP solely for the purposes of receiving the full benefit of the Contract and the Foreground IP, including the use and receipt of the Services and/or Deliverables.
   5. In respect of any materials that are transferred to UCL as part of the Services under the 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 UCL, it will have full and unrestricted rights to sell and transfer all such items to UCL.
   6. The Supplier warrants that the Supplier’s Background IP and any Foreground IP does not and will not infringe the rights, including Intellectual Property Rights, of any third partyThe Supplier shall obtain waivers of all moral rights, performers' non-property and performers’ moral rights in the products of the Services, including for the avoidance of doubt the Deliverables, and the Foreground IP 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.
   7. The Supplier shall, promptly at UCL’s request, do (or procure to be done) all such further acts and things and the execution of all such other documents as UCL may from time to time require for the purpose of securing for UCL the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to UCL in accordance with Condition 7.6.
6. Indemnity
   1. The Supplier shall keep UCL indemnified in full from and against all liabilities, costs, expenses, damages and losses (whether direct or indirect) suffered or incurred by UCL, including, but not limited to, any interest, penalties and legal and other professional costs and expenses awarded against or incurred or paid by UCL, arising out of or in connection with:
      1. Any claim made against UCL for actual or alleged infringement of a third party’s Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services;
      2. any claim made against UCL by a third party arising out of, or in connection with, the supply of 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;
      3. any failure by the Supplier to comply with its obligations under Condition 13 or the Data Protection Laws to which it is subject; and
      4. any breach of Condition 11.
   2. This Condition 8 shall survive termination of the Contract.
7. Insurance
   1. During the term of the Contract and for a period of two years thereafter, the Supplier shall at its own cost maintain in force, with a reputable insurance company, a policy or policies of insurance providing an adequate level of cover (including without limitation, professional indemnity insurance and public liability insurance) to cover such liability as may arise under or in connection with the Contract, and shall, on the request of UCL, produce the insurance certificate giving details of cover and the receipt for the current year’s premium in respect of each insurance.
8. Compliance with relevant requirements
   1. The Supplier shall:
      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**”);
      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;
      3. comply with such ethics, anti-bribery and anti-corruption policies of UCL from time to time in force as are provided to the Supplier from time to time;
      4. have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and Condition 10.1.2, and will enforce them where appropriate; and
      5. promptly report to UCL any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract.
   2. The Supplier shall ensure that any person associated with the Supplier who is providing services in connection with the 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 Condition 10 (“**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 UCL for any breach by such persons of any of the Relevant Terms.
   3. For the purposes of this Condition 10, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Condition 10 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.
   4. UCL may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this Condition 10. The right contained in this Condition 10.4 is without prejudice to UCL’s right to treat such breach as a material breach for the purposes of Condition 17.2.
9. Compliance with anti-slavery and human trafficking laws
   1. In performing its obligations under the Contract, the Supplier shall:
      1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including (to the extent that it is applicable to the Supplier) the Modern Slavery Act 2015; and
      2. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
      3. notify UCL as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract;
      4. maintain a complete set of records to trace the supply chain of all Services provided to UCL in connection with the Contract; and
      5. permit UCL and its third party representatives to inspect the Supplier's premises and records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this Condition 11.
   2. The Supplier shall:
      1. not purchase any good or services that have been sourced from suppliers using forced labour or child labour in its operations or practices;
      2. use reasonable endeavours to ensure that its direct subcontractors and suppliers are subject to provisions which are at least as onerous as those set out in this Condition 11.
   3. The Supplier represents and warrants that it has not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
   4. The Supplier shall, within 14 days of written request from UCL, prepare and deliver to UCL a slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
   5. UCL may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this Condition 11. The right contained in this Condition 11.5 is without prejudice to UCL’s right to treat such breach as a material breach for the purposes of Condition 17.2.
10. Confidentiality
    1. A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party’s business, its products or its services which the Receiving Party may obtain (**Confidential Information**).
    2. The Receiving Party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the Receiving Party’s obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential. This Condition 11 shall survive termination of the Contract.
    3. The provisions of this Condition 11 shall not apply to any Confidential Information which:
       1. is in or enters the public domain other than by breach of the Contract or other act or omissions of the Receiving Party;
       2. is obtained by a third party who is lawfully authorised to disclose such information;
       3. is authorised for release by the prior written consent of the Disclosing Party; or
       4. the disclosure of which is required to ensure the compliance of UCL with FOIA and/or EIR.
    4. Each party may disclose the other party’s Confidential Information as may be required by law, court order or any governmental or regulatory authority.
    5. No party shall use any other party’s Confidential Information for any purpose other than to perform its obligations under the Contract.
11. Data Protection
    1. The parties acknowledge and agree that:
       1. the Contract may require the Processing of Personal Data by the Supplier on behalf of UCL;
       2. UCL alone shall determine the purposes for which and the manner in which Personal Data will be processed by the Supplier on behalf of UCL under the Contract; and
       3. UCL shall be the Controller and the Supplier shall be UCL's Processor in respect of all such Personal Data.
    2. Where, under or in connection with the Contract, the Supplier Processes Personal Data on behalf of UCL as UCL's Processor, the Supplier shall Process Personal Data on behalf of UCL in connection with the provision of the Services for the duration of the Contract. The Personal Data the Supplier Processes will be Personal Data collected by or provided to the Supplier in connection with the provision of the Services and, unless otherwise stated in the Order, will:
       1. be Personal Data of UCL staff, UCL students, UCL contacts, UCL contractors' or commercial partners' staff and/or individuals that are part of UCL research projects; and
       2. consist of non-sensitive types of Personal Data, such as the Data Subjects' names, addresses and email addresses; in some cases more sensitive types of Personal Data, such as health details and criminal convictions data; together with other types of Personal Data that are required to be processed in connection with the provision of the Services.
    3. Where, under or in connection with the Contract, the Supplier Processes Personal Data on behalf of UCL as UCL's Processor, the Supplier shall:
       1. Process the Personal Data only:
          1. on the written instructions of UCL and to the extent reasonably necessary for the performance by the Supplier of its obligations under the Contract. The Supplier shall immediately inform UCL if, in its opinion, Processing the Personal Data in accordance with a written instruction received from UCL or in the performance of its obligations under the Contract infringes Data Protection Laws to which either UCL or the Supplier (in its capacity as a Processor) is subject; or
          2. as otherwise required by European Union law or individual European Union member state law to which the Supplier is subject, in which case the Supplier shall inform UCL of that legal requirement before Processing the Personal Data (unless that law, on important grounds of public interest, prohibits the Supplier from informing UCL);
       2. not disclose the Personal Data to any person except as required or permitted by the Contract or with UCL's prior written consent;
       3. without prejudice to Condition 11 (Confidentiality), ensure that all persons authorised by the Supplier to Process the Personal Data:
          1. Process the Personal Data in accordance with provisions of this Condition 13; and
          2. are under an appropriate contractual or other legal obligation to keep the Personal Data confidential;
       4. notwithstanding any other provision of the Contract, and taking into account the state of the art, the nature, scope, context and purposes of the Processing and the risks to Data Subjects, implement appropriate technical and organisational measures to ensure the security of the Personal Data and prevent Personal Data Breaches;
       5. not engage another Processor to Process the Personal Data on behalf of UCL (Sub-processor) except with UCL's prior written consent. The Supplier shall, prior to engaging a Sub-processor, enter into a written contract with the Sub-processor that imposes on the Sub-processor obligations that are the same as, or more onerous than, the obligations imposed on the Supplier under this Condition 13. The Supplier shall remain fully liable and responsible for all acts and omissions of its Sub-processors and the acts and omissions of those employed or engaged by its Sub-processors 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 upon the Supplier to procure that its employees, staff, agents and its Sub-processors' employees, staff and agents also do, or refrain from doing, such act or thing;
       6. not transfer or Process the Personal Data outside the European Economic Area, nor disclose the Personal Data to any party located outside the European Economic Area, except with UCL's prior written consent. Where such consent is given by UCL, the Supplier shall take such actions and enter into such written agreements as UCL may require in order to help ensure that such transfer, disclosure or Processing complies with the Data Protection Laws to which UCL is subject;
       7. provide such assistance and co-operation as UCL may require from time to time in relation to the Personal Data to help UCL comply with its obligations under the Data Protection Laws to which it is subject, including (without limitation) its obligations in relation to:
          1. keeping Personal Data secure;
          2. dealing with Personal Data Breaches;
          3. carrying out data protection impact assessments; and
          4. dealing with requests from Data Subjects to exercise their legal rights in relation to their Personal Data.

This shall include the Supplier entering into such other written agreements as may be required by UCL from time to time to enable UCL to comply with the Data Protection Laws to which UCL is subject;

* + 1. notify UCL without undue delay after, and in any event within 24 hours of, becoming aware of a Personal Data Breach in respect of the Personal Data;
    2. at UCL's option, permanently and securely delete or return to UCL all the Personal Data promptly on termination of the Contract, and delete any existing copies of the Personal Data save to the extent that the Supplier is required to retain copies of the Personal Data by European Union law or individual European Union member state law to which the Supplier is subject; and
    3. make available to UCL all information necessary to demonstrate its compliance with its obligations under this Condition 13.
  1. UCL reserves the right to audit the Supplier's compliance with its obligations under this Condition 13, or to appoint a third party to carry out such audits.
  2. The Supplier acknowledges and understands that Personal Data relating to the Supplier's employees, agents and contractors will be Processed by UCL as Controller in connection with the Contract. The Supplier shall inform each such Data Subject that its Personal Data may be processed by UCL in connection with the Contract in the manner and for the purposes described in: (a) the UCL General Privacy Notice, available at <https://www.ucl.ac.uk/legal-services/privacy/general-privacy-notice>; and (b) any other privacy notices applicable to the Data Subject which are provided or made available to the Supplier by UCL from time to time.
  3. This Condition 13 shall survive termination or expiry of the Contract.

1. Freedom of Information
   1. The Supplier acknowledges that UCL is subject to the requirements of FOIA and the EIR and shall assist and co-operate with UCL (at the Supplier’s expense) to enable UCL to comply with these information disclosure requirements.
   2. The Supplier shall:
      1. transfer any Request for Information to UCL as soon as reasonably practicable after receipt and in any event within three Business Days of receiving a Request for Information; and
      2. provide UCL with a copy of all information in its possession or power in the form that UCL requires within five working days of UCL requesting that information; and
      3. provide all necessary assistance as reasonably requested by UCL to enable UCL to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of the EIR.
   3. UCL shall be responsible for determining at its absolute discretion whether any information:
      1. is exempt from disclosure in accordance with the provisions of FOIA or the EIR;
      2. is to be disclosed in response to a Request for Information.
   4. In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by UCL.
   5. The Supplier acknowledges that UCL may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004), be obliged under FOIA or the EIR to disclose information without consulting with the Supplier or following consultation with the Supplier and having taken its view into account.
2. Equal opportunity
   1. The Supplier shall comply with the Equality Act 2010, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued in relation to such legislation, including but not limited to the Equality and Human Rights Commission Employment Statutory Code of Practice as amended from time to time.
   2. The Supplier shall create a working environment in which all employees, agents and sub-contractors are able to make best use of their skills free from discrimination and/or harassment.
   3. The Supplier shall ensure that all employees, agents and sub-contractors treat visitors, students, clients, suppliers, former staff members and any other persons they come into contact with while supplying the Services equally and without discrimination.
   4. The Supplier shall comply with such equal opportunities and non-discrimination policies of UCL as provided to the Supplier from time to time.
3. TUPE
   1. It is the responsibility of the Supplier to consider whether or not TUPE applies to the provisions of the Services under this contract and to ensure that it complies with its obligations under TUPE.
   2. If TUPE applies at the commencement and/or termination of this Contract, the Supplier shall:
      1. comply with all its obligations under TUPE, any applicable collective agreement and any obligations relating to the provision of information and/or consultation under TULRCA or ICE;
      2. co-operate as far as reasonably practicable with UCL, any Outgoing Supplier or a Successor in ensuring a smooth transfer; and
      3. indemnify UCL in full (for its benefit and that of any Successor) against all actions, proceedings, claims, demands, liabilities, costs (including costs related to settlement), expenses, damages, awards (including sums paid in settlement of the same) and losses (whether direct or indirect) including any interest, penalties and legal and other professional fees and expenses (Indemnified Claims) awarded against or incurred by UCL or a Successor arising out of or connected with any:
         1. act or omission (including any alleged act or omission) of the Supplier (and any act or omission, the liability for which transferred to the Supplier by virtue of TUPE) in respect of any Employee or any Subsequent Transferring Employee or any person (other than the Subsequent Transferring Employees) employed or otherwise engaged or formerly employed or otherwise engaged by the Supplier; or
         2. breach by the Supplier of its obligations under TUPE, any applicable collective agreement, TULRCA and/or ICE;
         3. event, occurrence or obligation in connection with the employment or termination of employment of (i) the Employees and any Subsequent Transferring Employees during or in respect of the period between the date on which this Contract commences and the date on which this Contract is terminated and (ii) all persons (other than the Subsequent Transferring Employees) employed or otherwise engaged or formerly employed or otherwise engaged by the Supplier during or in respect of the period starting on the date on which this Contracts commences; and/or
         4. claim or allegation by an Employee or any other employee of UCL or of any Outgoing Supplier or any Subsequent Transferring Employee that there has or will be a substantial change in such Employee’s working conditions to his detriment within regulation 4 (9) TUPE.
   3. If as a result of, or in connection with, the termination of this Contract (or any aspect of it) any contract of employment of a person who is not a Subsequent Transferring Employee has effect, or is alleged to have effect, as if originally made between UCL or any Successor and such person as a result of the application of TUPE:
      1. UCL or any Successor may within three months of becoming aware of the application, or alleged application, of TUPE to such contract give notice to such person to terminate such contract; and
      2. the Supplier shall indemnify UCL in full (for its benefit and that of any Successor) from and against any Indemnified Claims arising out of or in connection with such contract to the date of such termination.
4. Termination
   1. UCL may terminate the Contract in whole or in part at any time before performance of the Services is completed with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. UCL shall pay the Supplier fair and reasonable compensation for work in progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
   2. Either party (**Terminating Party**) shall be entitled to terminate the Contract with immediate effect by giving written notice to the other party (**Non-Terminating Party**) if:
      1. the Non-Terminating Party commits a material or persistent breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or
      2. an order is made or a petition is filed, a notice is given, a resolution is passed for the winding up of the Non-Terminating Party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the Non-Terminating Party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the Non-Terminating Party’s assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding up or bankruptcy order or the Non-Terminating Party takes or suffers any similar or analogous action in consequence of debt; or
      3. the Non-Terminating Party suspends, or ceases or threatens to suspend or cease to carry on all or a substantial part of the Non-Terminating Party business; or
   3. UCL shall be entitled to terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier:
      1. undergoes a change of Control; or
      2. (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
      3. commits a breach of the Modern Slavery Act 2015.
5. Consequences of termination
   1. On termination of the Contract for any reason:
      1. the Supplier shall immediately deliver to UCL all Deliverables whether or not then complete, and return all UCL Materials. If the Supplier fails to do so, then UCL 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 the Contract;
      2. the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
      3. Conditions and Special Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.
6. Liability
   1. Nothing in the Contract limits or excludes either party’s liability for:
      1. death or personal injury caused by its negligence;
      2. fraud or fraudulent misrepresentation; or
      3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
      4. liability under any indemnity; or
      5. any other liability which cannot be limited or excluded by applicable law.
   2. Subject to Condition 19.1, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, or any indirect or consequential loss.
   3. Subject to Condition 19.1 and Condition 19.2, the Supplier's total liability to UCL arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the greater of:
      1. the per claim or per occurrence limit of the Supplier’s relevant insurance cover that will respond to the claim; and
      2. the equivalent of 250% of the total Fees (which includes all Fees paid, payable or which, in the ordinary course of the Contract, would become payable by UCL under the Contract).
   4. Subject to Condition 19.1 and Condition 19.2, UCL's total aggregate liability to the Supplier arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited as follows:
      1. for non-payment of invoices, to the amount unpaid and any interest due on such amount pursuant to Condition 6.10; or
      2. for any other type of liability, to the total Fees paid by UCL in the 12 month period preceding the circumstances giving rise to the liability.
   5. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
7. Force majeure
   1. Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent, or in UCL’s reasonable opinion are likely to prevent, the Supplier from carrying out its obligations under the Contract for a continuous period of more than 30 days, UCL may terminate the Contract immediately by giving written notice to the Supplier and the Supplier shall refund to UCL any sums paid by UCL in relation to the period after termination.
8. Notices
   1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand, commercial courier or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to the address specified in the Specification.
   2. Any notice shall be deemed to have been received:
      1. if delivered by hand or commercial courier, on signature of a delivery receipt or at the time the notice is left at the proper address; and
      2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service; and
      3. if sent by email at the time of transmission (provided no delivery failure notification has been received), or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Condition 21.2.3, business hours means 9.00am to 5.00pm on Business Days.
   3. If deemed receipt under Condition 21.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this Condition 21.3, business hours means 9.00am to 5.00pm on Business Days.
   4. This Condition 21 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
9. General
   1. UCL may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
   2. The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of UCL.
   3. If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
   4. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
   5. A waiver of any right or remedy under the Contract 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
   6. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
   7. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
   8. A person who is not a party to the Contract shall not have any rights under or in connection with it.
   9. Except as set out in these Conditions and any Special Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
   10. 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
10. Statement of Work
    * + 1. Terms and Conditions Reference

This Statement of Work shall be governed by and subject to the terms and conditions with reference:

[UCL-PROC-…]

* + - 1. Objectives of work

xx

* + - 1. Start and end dates

The Start Date is xx

The End Date is xx

* + - 1. Scope of work

xx

* + - 1. Method of Delivery

xx

* + - 1. Implementation plan

xx

* + - 1. Deliverables

xx

* + - 1. Out of Scope

UCL will not require xxx

The supplier will not xxxx

* + - 1. Acceptance criteria and process

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Deliverable** | **Method of Acceptance (e.g. review, UAT)** | **Tested By Who** | **Acceptance Criteria (Measure)** | **Signed/**  **Checked By (UCL)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

* + - 1. Supplier resources required

xxx

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Supplier** | **Name** | **Role** | **Email** | **No of Days** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

* + - 1. UCL Resources

|  |  |  |  |
| --- | --- | --- | --- |
| **Role** | **Name** | **Email** | **No of Days** |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |

* + - 1. UCL responsibilities

xx

* + - 1. Supplier Responsibilities

xx

* + - 1. Assumptions

xx

* + - 1. Reporting

xx

* + - 1. Invoicing schedule

Invoices will be submitted monthly in line with the contract T&Cs.

Approved expenses shall be invoiced in the next monthly invoice after they have been incurred.

* + - 1. Special Conditions

xx

* + - 1. Data Processing Particulars

|  |  |
| --- | --- |
| Scope |  |
| Nature |  |
| Purpose of processing |  |
| Duration of the processing |  |
| Types of personal data |  |
| Categories of data subject |  |