**Agreement Terms and Conditions**

# INTERPRETATION

In this Agreement the following expressions shall have the following meanings G&S

References to any statute or order shall include any statutory extension

References to any legal entity shall include any body

References in this Agreement to a “Schedule”

References in this Agreement to a day or to the calculation of time frames

The Supplier shall bear the cost of complying

The headings are for convenience only

Words denoting the singular shall include the plural and vice versa.

Where a term of this Agreement provides for a list of one or more items

Where there is a conflict between the Supplier’s responses to the University’s requirements

Where a document is required under this Agreement

Where there is an obligation on the University to procure any course

# KEY PROVISIONS

THE TERM

NOT USED

AGREEMENT MANAGERS

NOTICES:

ORDER OF PRECEDENCE

INSURANCE

NOT USED

GUARANTEE

INSPECTION PERIOD

SUPPLIER AS DATA PROCESSOR

PURCHASE ORDERS

TERMINATION FOR CONVENIENCE

NOT USED

NOT USED

SUPPLIER STAFF AND CRIMINAL CONVICTIONS

PROCESSING AND RETENTION OF PERSONAL DATA BY THE UNIVERSITY

SPECIAL KEY PROVISIONS

# SUPPLY OF GOODS AND THE PROVISION OF SERVICES

The Supplier shall supply the Goods ordered by the University G&S

Immediately following the Commencement Date, the Supplier shall, if specified in the Specification

The Supplier shall promptly commence: G&S

The Supplier shall comply fully with its obligations set out G&S

Unless otherwise agreed by the Parties in writing, the Goods shall be new G&S

The Supplier shall ensure that all relevant consents, authorisations, licences and accreditations: G&S

If there are any incidents that in any way relate to or involve the use of the Goods by the University G&S

If there are any quality, performance and/or safety related reports, notices, G&S

Upon receipt of any such reports, notices, alerts or other communications pursuant to, G&S

Subject to the Supplier supplying the Goods and providing the Services in accordance with this Agreement, G&S

The University shall, as appropriate, provide copies G&S

Each Party shall appoint and retain an Agreement Manager as detailed in Clause 2.3 G&S

# DELIVERY OF THE GOODS TO THE UNIVERSITY

The Supplier shall deliver the Goods in accordance with any delivery timescales

Delivery shall be completed when the Goods have been unloaded at the location specified by the University

The Supplier shall ensure that a delivery note shall accompany each delivery of the Goods.

Part deliveries and/or deliveries outside of the agreed delivery times/dates may be refused

Unless otherwise set out in any Specification and Tender Response Document or agreed with the University in writing

All third party carriers engaged to deliver the Goods shall at no time be an agent of the University

Risk in and and ownership of the Goods shall pass to the University

Ownership of the Goods shall pass to the University on the earlier of:

All tools, equipment and materials of the Supplier required in the performance of the Supplier’s obligations

# INSPECTION, REJECTION, RETURN AND RECALL OF THE GOODS

The University shall visually inspect the Goods within a reasonable time following delivery

The Supplier shall at the University’s written request:

If the Supplier requests and the University accepts that the Rejected Goods should be disposed

Risk and title in respect of any Rejected Goods shall pass back to the Supplier on the earlier of:

Where the University rejects any Goods in accordance with Clause 5.1

Without prejudice to any other provisions of this Agreement or any other warranties or guarantees applicable to the Goods supplied

Where the Supplier is required by Law, Guidance, and/or Good Industry Practice to order a product recall

# OPERATION OF THE SERVICES

The Services shall be provided at such University premises and at such other locations, G&S

Subject to the Supplier and its Staff complying with all relevant Policies applicable to such Premises and Locations G&S

Any access granted to the Supplier and its Staff under Clause 6.2 shall be non-exclusive G&S

Unless otherwise set out in the Specification and Tender Response Document G&S

If the Services, or any part of them, are regulated by any regulatory body, G&S

Where applicable, the Supplier shall implement and comply with the Policies on reporting G&S

The Supplier shall, as reasonably required by the University, G&S

# PRICE AND PAYMENT

The Agreement Price shall be calculated in accordance with the Pricing Schedule G&S

Unless otherwise stated in the Pricing Schedule the Agreement Price: G&S

No increase shall be made by the Supplier to the Agreement Price for any reason G&S

The Agreement Price shall be considered exclusive of VAT, G&S

In the case of orders for Goods, the Supplier shall invoice the University for instalments of the Agreement Price, G&S

The University shall pay each undisputed invoice received within thirty (30) days G&S

The University reserves the right to deduct any monies due to the Supplier from the University G&S

# SUPPLIER STAFF

Subject to the requirements of this Agreement and any applicable Law, G&S

The Supplier will employ sufficient Staff to ensure that it complies with its obligations under this Agreement. G&S

The Supplier shall ensure that all Staff are aware of, and at all times comply with, the Policies. G&S

The Supplier shall: G&S

The University may at any time request that the Supplier remove and replace any member of Staff G&S

# SUPPLIER WARRANTIES

The Supplier hereby warrants and undertakes to the University that: G&S

Where the Supplier is found or in the reasonable opinion of the University G&S

The Supplier agrees to use reasonable endeavours to assign to the University G&S

The Supplier warrants that all information, data and other records and documents required by the University G&S

The Supplier further warrants and undertakes to the University G&S

Any warranties provided by the Supplier under this Agreement G&S

# INTELLECTUAL PROPERTY

All Background Intellectual Property is and shall remain the exclusive property of the party owning it G&S

Unless otherwise specified in the Key Provisions, all Foreground Intellectual G&S

Unless specified otherwise in the Specification and Tender Response Document, G&S

# CONFIDENTIALITY

In the event that during the Term of this Agreement either Party (“Discloser”), G&S

# DATA PROTECTION

The Parties acknowledge their respective duties under Data Protection Legislation G&S

Where the Supplier is Processing Personal Data under or in connection with this Agreement, G&S

The Supplier and the University shall ensure that Personal Data is safeguarded at all times G&S

Where any Personal Data is processed by any subcontractor of the Supplier in connection with this Agreement, G&S

The Supplier shall indemnify and keep the University indemnified against, G&S

# FREEDOM OF INFORMATION ACT 2000

The Supplier acknowledge the duties of the University under the FOIA, G&S

The Supplier shall assist and cooperate with the University to enable it to comply with its disclosure G&S

Where any information is held by any subcontractor of the Supplier in connection with this Agreement, G&S

# INDEMNITY

In addition to any other indemnities provided by the Supplier to the University elsewhere in this Agreement, G&S

# LIMITATION OF LIABILITY

Nothing in this Agreement shall exclude or restrict the liability of either Party: G&S

Subject to Clause 15.1, the total liability of the University to the Supplier G&S

Under no circumstance shall the University be liable to the Supplier for any losses, G&S

Each Party shall at all times take all reasonable steps to minimise G&S

# TERMINATION

Without prejudice to the rights of the University to pursue any other remedies available G&S

In the event that the University terminates the Agreement in accordance with the provisions G&S

The Supplier may terminate the Agreement immediately by written notice to the University G&S

Termination of the Agreement shall be without prejudice to any rights G&S

# CONSEQUENCES OF EARLY TERMINATION OF THIS AGREEMENT

Upon early termination of this Agreement prior to the end of the Term, G&S

Immediately following expiry or earlier termination of this Agreement: G&S

The Supplier shall cooperate fully with the University or, G&S

In the event that the University terminates the Agreement in accordance with Clause 16.1, G&S

The expiry or earlier termination of this Agreement shall not affect any obligations G&S

# TUPE

In the event that the University notifies the Supplier that it intends to tender G&S

The Supplier shall be liable to the University for, and shall indemnify G&S

Subject to the remainder of this Clause 18 of this Agreement, during the period of three (3) months G&S

Nothing in Clause 18.3 set out above shall prevent the Supplier G&S

Where the obligations on the Supplier under Clause 18 of this Agreement are subject to Data Protection Legislation, G&S

If on the termination or at the end of the Agreement TUPE does not apply, G&S

In accordance with TUPE, and any other policy or arrangement applicable, G&S

The Supplier will and shall procure that any subcontractor will on or before any Subsequent Transfer Date: G&S

The Supplier will and shall procure that any subcontractor will indemnify G&S

The Supplier will, or shall procure that any subcontractor will, G&S

The Supplier will indemnify and keep indemnified the University and/or any Successor G&S

If any person who is not a Subsequent Transferring Employee claims G&S

# DISPUTE RESOLUTION

During any dispute, it is agreed that the Supplier shall continue its performance G&S

In the case of a dispute arising out of or in connection with this Agreement the Supplier G&S

The Parties shall agree to seek formal resolution of the dispute (‘’Dispute Resolution Procedure’’) via either: G&S

In the event that the Partiers are unable to select a mutually agreeable mediator G&S

# FORCE MAJEURE

Where the Supplier is affected by a Force Majeure Event it shall use reasonable endeavours G&S

Where the Force Majeure Event affects the Supplier’s ability to perform part of its obligations G&S

Where the Supplier is prevented or delayed in the performance of its obligations G&S

Subject to service of such notice, the Supplier where affected by such circumstances G&S

The Supplier shall notify the University in writing as soon as the consequences G&S

If the Supplier is prevented from performance of its obligations as a result of a Force Majeure Event, G&S

In the event that the University is affected by a Force Majeure Event, and as a result, G&S

In the event that the University is affected by a Force Majeure Event, G&S

In the event that the University is affected by a Force Majeure Event G&S

In the event that due to a Force Majeure Event the University’s premises are closed, G&S

In the event that University premises are closed due to a Force Majeure Event, G&S

The Supplier acknowledges and agrees that in accordance with the provisions of Clauses 16.8 and 16.9 of this Agreement, G&S

In the event that by separate written agreement with the University (including within any Purchase Order), G&S

# CONFLICTS OF INTEREST AND THE BRIBERY ACT 2010

The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where, G&S

The University reserves the right to terminate this Agreement immediately by notice in writing G&S

The Supplier warrants and represents that: G&S

If the Supplier or its Staff (or anyone acting on its or their behalf) has done G&S

# EQUALITY

The Supplier shall G&S

The Supplier shall meet reasonable requests by the University for information G&S

# NOTICES

Any notice required to be given by either Party under this Agreement G&S

A notice shall be treated as having been received: G&S

# ASSIGNMENT AND SUBCONTRACTING

The Supplier shall not, assign, subcontract, novate, create a trust in, G&S

Any authority given by the University for the Supplier to subcontract G&S

Where the Supplier enters into a subcontract in respect of any of its obligations G&S

The University may at any time transfer, assign, novate, subcontract G&S

# VARIATION

The Supplier acknowledges to the University that the University’s requirements G&S

Any change to the Goods and/or Services or other variation to this Agreement G&S

# GENERAL

For the purposes of this Agreement, each of the Parties is considered to be independent of the other, G&S

Failure or delay by either Party to exercise an option or right conferred G&S

The delay or failure by either Party to insist upon the strict performance of any provision, G&S

Any provision of this Agreement which is held to be invalid or unenforceable in any jurisdiction G&S

Each Party acknowledges and agrees that it has not relied on any representation, G&S

Unless otherwise expressly stated in this Agreement, a person who is not a party G&S

This Agreement, any variation in writing signed by an authorised representative of each Party G&S

This Agreement, and any dispute or claim arising out of or in connection G&S

The Parties irrevocably agree that the courts of England G&S

Agreed by the Parties through their authorised SER

# SCHEDULE 1 – SPECIFICATION

For Schedules

# SCHEDULE 2 – TENDER RESPONSE

For Schedules

# SCHEDULE 3 – PRICING SCHEDULE

The Pricing Schedule which details the prices will be agreed separately. G&S

# SCHEDULE 4 – SERVICE LEVEL AGREEMENT/KEY PERFORMANCE INDICATORS

For Schedules

# SCHEDULE 5 – TERMS AND CONDITIONS FOR PROCESSING, USE AND ACCESS TO UNIVERSITY DATA

For Schedules