

Interpretation

1.1. In these terms and conditions:

“Agreement” means the contract for the sale and purchase of Goods and/or the supply and acquisition of Services on these terms and conditions;

“Background IPR” means any Intellectual Property Rights (other than Project IPR) belonging to either party before the Commencement Date or not created in the course of or in connection with the Project;

“Regent’s University London Limited (RULL) hereafter known as Regent’s University London” means the company number 12734671, with its main office at Inner Circle, Regent’s Park, London, NW1 4NS;

“Regent’s University London Requirements” means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to the Supplier in writing as may be notified to the Supplier from time to time (as such documents may be amended, updated or supplemented from time to time during the Term);

“Charges” means the charges, fees and any other sums payable by the Regent’s University London to the Supplier as set out in the Purchase Order;

“Commencement Date” means the date of the Purchase Order;

“Control” means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and **“Controlled”** shall be construed accordingly);

“Confidential Information” means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, Goods/Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, and customers of the Regent’s University London or the Supplier (as the case may be) and all personal data within the meaning of the Data Protection Legislation;

“Data Protection Legislation” means any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the Services under this Agreement, including the General Data Protection Regulation (EU) 2016/679 (GDPR), the UK Data Protection Act 2018 and /or any corresponding or equivalent national laws or regulations; and any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator,

authority or body responsible for administering Data Protection Legislation (in each case whether or not legally binding);

“Deliverables” means all Documents, products and materials developed or provided by the Supplier as part of providing the Services;

“Delivery” means the completion of delivery of the Goods in accordance with clause 3;

“Delivery Location” means the Regent's University London, Inner Circle, Regent's Park, London, NW1 4NS

“Document” means (whether in hard copy or electronic format) any document, drawing, map, plan, diagram, design, picture or other image, tape, disk, or other device or record embodying information in any form including any web page, information portal, blog, online content or electronic file;

“End Client” means the end client (if any) in respect of the project in connection with which the Supplier is providing its Services as a sub-contractor;

“End Client Requirements” means the specific requirements of the End Client, as notified to the Supplier in writing;

“Environmental Information Regulations” means the Environmental Information Regulations 2004;

“Equality Legislation” means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, the Supplier provides the Services;

“Goods” means the goods or products (if any) to be supplied by the Supplier under the Agreement as set out in the Purchase Order;

“Intellectual Property Rights” means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trademarks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of 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;

“Premises” means, where applicable, the premises or location where the Services are to be provided, as notified by the Regent's University London to the Supplier;

“Project” means the project (if any) in connection with which the Supplier provides its Services as described in the Purchase Order;

“Project IPR” means all Intellectual Property Rights that arise or are obtained or developed by either party, or by a contractor on behalf of either party, in respect of the Deliverables in the course of or in connection with the Project;

“Purchase Order” means the relevant Regent's University London purchase order form issued to the Supplier;

“Relevant Person” means any individual employed or engaged by the Supplier and involved in the provision of the Services, or any agent or contractor or sub-contractor of the Supplier who is involved in the provision of the Services;

“Services” means the services to be provided by the Supplier under the Agreement as set out in the Purchase Order;

“Specification” means the specification (if any) set out in the Purchase Order and any other specification or design specified in writing by the Regent's University London;

“Supplier” means the person, firm or company so described in the Purchase Order;

“Supplier's Team” means the Supplier and, where applicable, any Relevant Person, and all other employees, consultants, agents and sub-contractors which the Supplier engages in any way in relation to the supply of the Services or the Goods; and

“Third Party IPR” means any Intellectual Property Rights not belonging to either party to the Agreement but used by the Supplier in the creation of the Deliverables and/or in the course of or in connection with the Project.

1.2 In the Agreement:

1.2.1 any headings in the Agreement shall not affect the interpretation of the Agreement;

1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK statute as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;

1.2.3 where the words “include(s)” or “including” are used in the Agreement, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them;

1.2.4 without prejudice to clause 1.2.5, except where the context requires otherwise, references to:

(i) services being provided to, or other activities being provided for, Regent's University London;

(ii) any benefits, warranties, indemnities, rights and/or licences granted or provided to the Regent's University London; and

(iii) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of Regent's University London

shall be deemed to be references to such services, activities, benefits, warranties, indemnities, rights and/or licenses being provided to, or property belonging to, each of Regent's University London and Regent's University London Entities and the Agreement is intended to be enforceable by each of Regent's University London Entities; and

1.2.5 obligations of Regent's University London shall not be interpreted as obligations of any of Regent's University London Entities.

2. Basis of Purchase

2.1 The Purchase Order constitutes an offer by the University to purchase the Goods and/or acquire the Services subject to these terms and conditions.

2.2 The Supplier shall be deemed to have accepted these terms and conditions by accepting a Purchase Order (notwithstanding any conditions attached to such acceptance or any purported incorporation of terms other than these terms and conditions) or by delivering any Goods or performing any Services, at which point the Agreement shall come into existence.

2.3 These terms and conditions shall apply to the Agreement to the exclusion of any other terms and conditions on which any quotation has been given to the University or subject to which the Purchase Order is accepted or purported to be accepted by the Supplier. However, if the University and the Supplier have each signed a separate contract covering the provision of the Goods and/or Services (a "**Signed Contract**") then that Signed Contract shall prevail over these terms and conditions.

3. Supplier's Responsibilities

3.1 The Supplier shall:

- 3.1.1 observe all health and safety rules and regulations and any other security requirements at any of the University's premises;
- 3.1.2 comply with the End Client Requirements (if any) and shall do nothing to put the University in breach of the End Client Requirements (if any);
- 3.1.3 not at any time during the Term do or say anything which damages or which could reasonably be expected to damage the interests or reputation of the University or the End Client or their respective officers, employees, agents or contractors;

- 3.1.4 comply in all material respects with the Data Protection Legislation (or any equivalent legislation in any applicable jurisdiction). The University and the Supplier agrees to any reasonable amendment to the Agreement in accordance with variation clause 22 in order to comply with any statutory amendments, re-enactment or revocation and replacement of current Data Protection Legislation and agree to execute any further documents required for compliance under the Data Protection Legislation in force at that time;
 - 3.1.5 maintain records relating to the Agreement for seven (7) years following the year in which the Agreement terminates or expires and allow the University and/or any end client access to those records on reasonable notice and at reasonable times for audit purposes;
 - 3.1.6 obtain the University's prior written consent to all promotional activity or publicity and act at all times in accordance with the University's reasonable instructions relating to such activity or publicity;
 - 3.1.7 comply with all applicable legislation and codes of practice relating to diversity, equality, non-discrimination and human rights in force in England and Wales and any other territory in which the Services and the Goods are to be provided;
 - 3.1.8 take out and maintain during the term of this Agreement appropriate insurance cover in respect of its activities under this Agreement and, on request, provide the University with evidence that such insurance cover is in place;
 - 3.1.9 not, without the University's consent, assign or otherwise transfer any of its rights or obligations under the Agreement;
 - 3.1.10 be entitled to use such parts of the Premises on a non-exclusive basis as the University may from time to time designate as are necessary for the performance of the Services provided that use of the Premises is strictly in accordance with the Regent's University London's reasonable instructions and is to be solely for the purposes of providing the Services;
 - 3.1.11 promptly notify the Regent's University London of any health and safety hazards which may arise in connection with the performance of the Agreement, take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by the performance of the Services and notify the University of any incident occurring on the Premises or otherwise in connection with the provision of the Services which causes or could give rise to personal injury; and
 - 3.1.12 comply with, and complete and return any forms or reports from time to time required by, the University Requirements.
- 3.2 Where the Supplier is not an individual, it shall provide one or more Relevant Person(s) to provide the Services and shall procure that such Relevant Person(s) comply with the terms of the

Agreement to the extent that such terms are applicable to such Relevant Person(s). Notwithstanding the deployment of any such Relevant Person(s), the Supplier shall remain wholly liable to the University and shall be responsible for all acts and omissions (howsoever arising) in the performance of the Services. The University may, in its discretion, require the Relevant Person(s) to enter into direct undertakings with the University including, without limitation, with regard to confidentiality and intellectual property.

4. Manufacture, Quality and Packing

- 4.1 The Supplier shall manufacture, pack, label and supply the Goods in accordance with all generally accepted industry standards and practices that are applicable.
- 4.1 The Supplier shall ensure that the Goods are properly labelled, packed and secured in a manner to ensure them to reach the Delivery Location in good condition.

5. Inspection, Acceptance and Defective Products

- 5.1 The Supplier shall allow the University and/or the End Client to make any inspections or tests they may reasonably require and the Supplier shall provide all reasonable facilities and assistance at no cost to the University at the Supplier's Premises. No failure to notify the Supplier of any complaint at the time of such inspections or tests and no approval given during or after such inspections or tests shall constitute confirmation by the University that the Goods are in conformity with the warranty under clause 5.3 below.
- 5.2 The University and/or the End Client may reject any Goods delivered to it that do not comply with the warranty under clause 5.3 below.
- 5.3 The Supplier warrants that the Goods shall:
- 5.3.1 conform with any Specification or other instructions of the University provided to the Supplier in writing;
 - 5.3.2 be of satisfactory quality (within the meaning of the UK Sale of Goods Act 1979, as amended), and fit for any purpose held out by the Supplier;
 - 5.3.3 be free from defects in design, material and workmanship and remain so for one year after Delivery; and
 - 5.3.4 comply with all applicable statutory and regulatory requirements.
- 5.4 If the University and/or the End Client notifies the Supplier that it reasonably considers that the Goods are not or are not likely to be as warranted under clause 5.3 ("**Defective Goods**"), the

Supplier shall, without prejudice to clauses 5.5, take any action as is necessary to ensure that the Goods are or will be as warranted under clause 5.3.

5.5 The University and the End Client shall be entitled to require the Supplier to repair or replace any Defective Goods and any repair shall be carried out by the Supplier without undue delay and, in any event, within one month of notification to it (by the University, the End Client or otherwise) of the defect.

5.6 The Supplier shall be responsible for all costs, charges and expenses incurred by it in connection with the repair, replacement or other action to ensure that the Goods are or will be as warranted under clause 5.3 including any costs of collection or Delivery.

5.7 The terms of the Agreement shall apply to any repaired or replaced Goods supplied by the Supplier.

5.8 The University's rights and remedies under the Agreement are in addition to its rights and remedies implied by statute and common law.

6. Risk and Title

6.1 Risk in and title to the Goods shall pass to the University on Delivery.

6.2 The Supplier shall, for the period it has possession or control of the Goods:

6.2.1 have the sole risk of loss or damage to the Goods;

6.2.2 ensure that the Goods are kept secure and identified as the property of the University; and

6.2.3 without prejudice to the general insurance obligations in clause 3.1.8, maintain, with a reputable insurance company, insurance cover for any loss or damage to the Goods for their full replacement costs.

7. Product Liability

7.1 If any claim is made against the University or the End Client ("**Indemnified Party**") arising out of or in connection with the manufacture of, or any defect in the Goods, the Supplier shall indemnify the Indemnified Party against all damages or other compensation awarded against the University in connection with the claim or paid or agreed to be paid by the University in settlement of the claim and all legal or other expenses incurred by the University in or about the defence or settlement of the claim.

8. Indemnity

8.1 The Supplier shall indemnify the University 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 reasonably incurred professional costs and expenses) suffered or incurred by the University or by a third party arising out of, or in connection with, the supply of the Services.

9. Status

9.1 The relationship of the Supplier to the University will be that of independent contractor and nothing in the Agreement shall render the Supplier or any Relevant Person an employee, worker, agent or partner of the University and the Supplier shall not hold itself out as such.

9.2 The Agreement constitutes a contract for the provision of goods and/or services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify the University for and in respect of payment of the following within the prescribed time limits:

9.2.1 any tax (including, without limitation, VAT), National Insurance contributions or similar impost or payment of a fiscal nature arising from or made in connection with either the performance of the Services, or any payment or benefit received by the Supplier in respect of the Services; and

9.2.2 any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier (or, where applicable, any Relevant Person) against the University arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the University.

10. Price and Payment

10.1 Unless stated otherwise, the Prices are exclusive of value added tax (VAT) or any equivalent sales tax in any applicable jurisdiction.

10.2 Unless stated otherwise, the Supplier shall invoice for the Charges monthly in arrears and all such invoices shall be accompanied by a statement setting out the Services and/or Goods supplied in the relevant month in sufficient detail to justify the Charges charged.

10.3 Subject to clause 10.4 below, the University shall, unless agreed otherwise by the parties in writing, pay each of the Supplier's valid and accurate invoices by automated transfer into the Supplier's nominated bank account on the University's first payment run following 30 days from receipt of an undisputed invoice.

10.4 Where there is an end client, the University shall not be obliged to pay any invoice to the extent that it has not received payment relating to that invoice from the end client.

10.5 If the University fails to pay any sum properly due and payable (other than any sum disputed in good faith) by the due date for payment, the Supplier may charge interest on the amount of any such late payment at the rate of 4% per annum above the official bank rate set from time to time by the Bank of England. Such interest will accrue from the date on which payment was due to the date on which payment is actually made. The parties hereby acknowledge and agree that this rate of interest is a substantial remedy for any late payment of any sum properly due and payable.

10.6 Where the Supplier enters into a Sub-Contract, the Supplier shall:

10.6.1 pay any valid invoice received from its subcontractor within 30 days following receipt of the relevant invoice payable under the Sub-Contract; and

10.6.2 include in that Sub-Contract a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 10.6.1 of the Agreement.

10.7 In clause 10.6, "**Sub-Contract**" means a contract between two or more suppliers, at any stage of remoteness from the University 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 Agreement.

11. Change Control

11.1 If either party wishes to change the scope or provision of the Services, it shall submit details of the requested change to the other in writing and such change shall only be implemented if agreed in writing by both parties acting reasonably.

12. Intellectual Property Rights

12.1 Subject to clause 13, each party shall give full disclosure to the other of all Background IPR owned by it which is relevant to the Project (and the Supplier shall give the University full disclosure of any Third Party IPR it intends to use).

12.2 All Background IPR and Third Party IPR is and shall remain the exclusive property of the party owning it.

12.3 Each party warrants to the other party that its Background IPR does not, so far as it is aware, infringe the rights of any third party and none of its Background IPR is the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.

12.4 The Supplier hereby assigns to the University with full title guarantee by way of present and future assignment all its right, title and interest in and to the Project IPR.

- 12.5 The Supplier shall procure the waiver in favour of the University of all moral rights arising under the Copyright, Designs and Patents Act 1988, as amended and revised, or any similar provisions of law in any jurisdiction, relating to the Deliverables.
- 12.6 The University hereby grants to the Supplier an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Project IPR and the University's Background IPR in, and to the extent necessary for, the performance of the Services.
- 12.7 The Supplier hereby grants to the University an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Supplier's Background IPR included in the Deliverables.
- 12.8 The Supplier is responsible for obtaining any licences, permissions or consents in connection with any Third Party IPR required by the Supplier and the University for use of the Deliverables (such licences, permissions or consents to be in writing, copies of which the Supplier shall provide to the University on request). In addition, the Supplier warrants that the provision of the Services, the Deliverables and/or the Goods does not and will not infringe any third party's Intellectual Property Rights.
- 12.9 The Supplier warrants that it has in place contractual arrangements with all members of the Supplier's Team assigning to the Supplier their Intellectual Property Rights and waiving their moral rights (if any) in the Deliverables such that the Supplier can enter into the assignments, licences and waivers set out in this clause 12.
- 12.10 The Supplier undertakes at the University's request and expense to execute all deeds and documents which may reasonably be required to give effect to this clause 12.
- 12.11 Nothing in the Agreement shall prevent the Supplier from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that it does not result in a disclosure of the University's Confidential Information or an infringement of Intellectual Property Rights.
- 12.12 Each party shall promptly give written notice to the other party of any actual, threatened or suspected infringement of the Project IPR or the other party's Background IPR of which it becomes aware.

13. Confidentiality

13.1 For the purposes of this clause 13:

13.1.1 the "**Disclosing Party**" is the party which discloses Confidential Information to, or in respect of which Confidential Information comes to the knowledge of, the other party; and

- 13.1.2 the “**Receiving Party**” is the party which receives Confidential Information relating to the other party.
- 13.2 The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with the Agreement:
- 13.2.1 is given only to such of its staff (or, in the case of the Supplier, the Supplier’s Team) and professional advisors or consultants engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement; and
- 13.2.2 is treated as confidential and not disclosed (without the prior written consent of the Disclosing Party) or used by the Receiving Party or any member of its staff (or, in the case of the Supplier, the Supplier’s Team) or its professional advisors or consultants otherwise than for the purposes of the Agreement.
- 13.3 The Supplier shall ensure that all members of the Supplier’s Team or professional advisors or consultants are aware of the Supplier’s confidentiality obligations under the Agreement.
- 13.4 The provisions of clauses 13.2 and 13.3 shall not apply to any Confidential Information which:
- 13.4.1 is or becomes public knowledge (otherwise than by breach of this clause 13);
- 13.4.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
- 13.4.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- 13.4.4 is independently developed without access to the Confidential Information; or
- 13.4.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Receiving Party.
- 13.5 In the event that the Supplier fails to comply with this clause 13, the University reserves the right to terminate the Agreement by notice in writing with immediate effect.
- 13.6 The Supplier acknowledges that the University is subject to the Information Disclosure Requirements and shall assist and co-operate with the University to enable the University to comply with those requirements.

13.7 Where the University receives a Request for Information in relation to information that the Supplier or any of its sub-contractors is holding on behalf of the University and which the University does not hold itself, the University shall as soon as reasonably practicable after receipt and in any event within five calendar days of receipt, forward the Request for Information to the Supplier and the Supplier shall:

13.7.1 provide the University with a copy of all such information in the form that the University requires as soon as practicable and in any event within 10 calendar days (or such other period as the University acting reasonably may specify) of the University's request.

13.8 The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the University may nevertheless be obliged to disclose the Supplier's Confidential Information in accordance with the Information Disclosure Requirements:

13.8.1 in certain circumstances without consulting the Supplier; or

13.8.2 following consultation with the Supplier and having taken its views into account, provided always that where clause 13.9.1 above applies, the University shall, in accordance with the recommendations of the Code, take reasonable steps to draw this to the attention of the Supplier after any such disclosure.

13.9 The provisions of this clause 13 shall survive the termination of the Agreement, however arising.

14. Limitation of Liability

14.1 Nothing in the Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

14.2 Subject to clause 14.1, neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with the Agreement.

14.3 Subject to clauses 14.1 and 14.2, the University's liability to the Supplier in respect of any one claim or series of linked claims under the Agreement (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed an amount equal to the sum of the Charges paid or properly invoiced and due to be paid under the Agreement, plus any late payment interest properly chargeable under the terms of the Agreement, in the twelve (12) month period immediately preceding the event which gives rise to the relevant claim or series of linked claims.

15. Termination

15.1 Without prejudice to any other rights or remedies which the University may have, the University may terminate the Agreement without liability to the Supplier immediately on giving notice to the Supplier if:

15.1.1 the performance of the Services is delayed, hindered or prevented by a Force Majeure Event (as defined in clause 28 for a period in excess of 28 days;

15.1.2 where the Supplier is a company, there is a change of Control of the Supplier; or

15.1.3 the Supplier or any Relevant Person is:

- (i) incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of five (5) Working Days in any two (2) week consecutive period;
- (ii) convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- (iii) in the reasonable opinion of the University or the End Client, negligent and incompetent in the performance of the Services; or
- (iv) guilty of any fraud, dishonesty or serious misconduct.

15.2 Either party may give notice in writing to the other terminating the Agreement with immediate effect if:

15.2.1 the other party commits any material breach of any of the terms of the Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect); or

15.2.2 the other party becomes (or, in the reasonable opinion of the terminating party, is at serious risk of becoming) insolvent or unable to pay its debts as they fall due.

15.3 The University shall be entitled to terminate the Agreement at any time by serving not less than seven (7) days' written notice on the Supplier.

15.4 The University shall be entitled to terminate the Agreement at any time with immediate effect (or with effect from such time as the University specifies in its notice of termination) by serving written notice on the Supplier if:

- 15.4.1 the University's agreement with the End Client relating to the Services terminates;
 - 15.4.2 the End Client or a provider of funding to the University for the Services instructs the University in writing to terminate the Agreement; or
 - 15.4.3 if the funding for the Services is otherwise withdrawn or ceases.
- 15.5 Termination of the Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

16. Anti-corruption

- 16.1 The Supplier acknowledges and agrees that University may, at any point during the Term and on any number of occasions, carry out searches of relevant third party screening databases (each a "**Screening Database**") to ensure that neither the Supplier nor any of the Supplier's suppliers, directors, shareholders or employees (where applicable) is listed as being a politically exposed person, disqualified from being a company director, involved with terrorism, financial or other crime, subject to regulatory action or export, trade or procurement controls or otherwise representing a heightened risk of involvement in illegal activity.
- 16.2 If the Supplier or any of the Supplier's suppliers, directors, shareholders or employees (where applicable) is listed in a Screening Database for any of the reasons set out in clause 16.1, without prejudice to any other rights or remedies which the University may have, the University shall be entitled to:
- 16.2.1 terminate the Agreement without liability to the Supplier immediately on giving notice to the Supplier; and/or
 - 16.2.2 reduce, withhold or claim a repayment (in full or in part) of the Charges payable under the Agreement; and/or
 - 16.2.3 share such information with third parties.
- 16.3 The Supplier shall provide the University with all information reasonably requested by the University to complete the screening searches described in clause 16.1.

17. Anti-slavery and human trafficking

- 17.1 The Supplier shall:
- 17.1.1 ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chain;

- 17.1.2 implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
 - 17.1.3 respond promptly to all slavery and human trafficking due diligence questionnaires issued to it by the University from time to time and ensure that its responses to all such questionnaires are complete and accurate; and
 - 17.1.4 notify the University as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with the Agreement.
- 17.2 If the Supplier fails to comply with any of its obligations under clause 18.1, without prejudice to any other rights or remedies which the University may have, the University shall be entitled to:
- 17.2.1 terminate the Agreement without liability to the Supplier immediately on giving notice to the Supplier; and/or
 - 17.2.2 reduce, withhold or claim a repayment (in full or in part) of the charges payable under the Agreement; and/or
 - 17.2.3 share with third parties information about such non-compliance.

18. Equality, Diversity and Inclusion

- 18.1 The Supplier shall ensure that it does not, whether as an employer or provider of services and/or goods, discriminate within the meaning of the Equality Legislation.
- 18.2 The Supplier shall comply with any equality or diversity policies or guidelines included in the University Requirements.

19. Assignment

- 19.1 The Supplier shall not, without the prior written consent of the University, assign, transfer, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 19.2 The University may assign or novate the Agreement to:

- (i) any separate entity Controlled by the University;
- (ii) any body or department which succeeds to those functions of the University to which the Agreement relates; or
- (iii) any provider of outsourcing or third party services that is employed under a service contract to provide services to the University. The Supplier warrants and represents that it will (at the University's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 19.2.

20. Waiver

20.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

21. Entire agreement

21.1 The Agreement and any documents referred to in it constitute the entire agreement and understanding between the parties with respect to the subject matter of the Agreement and supersede, cancel and replace all prior agreements, licences, negotiations and discussions between the parties relating to it. Each party confirms and acknowledges that it has not been induced to enter into the Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in the Agreement purports to exclude liability for any fraudulent statement or act.

22. Variation

22.1 No variation of the Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

23. Severance

23.1 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

24. Counterparts

24.1 The Agreement may be executed in counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Where the Agreement is executed in counterparts, following execution each party

must promptly deliver the counterpart it has executed to the other party. Transmission of an executed counterpart of the Agreement by email in PDF, JPEG or other agreed format shall take effect as delivery of an executed counterpart of the Agreement.

25. Third party rights

25.1 Subject to clause 1.2.4, the Agreement does not create any rights or benefits enforceable by any person not a party to it except that a person who under clause 20 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.

25.2 The parties agree that no consent from the University Entities or the persons referred to in this clause is required for the parties to vary or rescind the Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

26. No partnership or agency

26.1 Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and neither party shall incur any expenditure in the name of or for the account of the other.

27. Force Majeure

27.1 Subject to clauses 27.2 and 27.3, neither party shall be in breach of the Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a "**Force Majeure Event**") including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

27.2 A party that is subject to a Force Majeure Event shall not be in breach of the Agreement provided that:

- 27.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- 27.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

27.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

27.3 Nothing in this clause 27 shall excuse a party for non-performance (or other breach) of the Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party's consultants and/or sub-contractors (except where such acts or omissions are caused by any of the circumstances specifically listed in clause 27.1).

28. Notice

28.1 Notice given under the Agreement shall be in writing, sent for the attention of the person signing the Agreement on behalf of the recipient party and to the address given on the front page of the Agreement (or such other address or person as the relevant party may notify to the other party) and shall be delivered:

28.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;

28.1.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00am GMT in the country of receipt on the second (2nd) normal working day in the country specified in the recipient's address for notices after the date of posting; or

28.1.3 by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00am GMT in the country of receipt on the seventh (7th) normal working day in the country specified in the recipient's address for notices after the date of posting.

28.2 To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

29. Governing Law and Dispute Resolution Procedure

29.1 The Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.

29.2 Subject to the remainder of this clause 29, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with the Agreement or its subject matter.



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29.3 In the event that any claim or dispute arises out of or in connection with the Agreement, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause 29.3, either party may commence proceedings in accordance with clause 29.2.

29.4 Nothing in this clause 30 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in the Agreement or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.