

SHEFFIELD HALLAM UNIVERSITY HIGHER EDUCATION CORPORATION

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR PROVISION OF SERVICES

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Contract the following words shall have the following meanings unless the context requires otherwise:

Authorised Officer	means a Party's officer or employee with authority, either generally or specifically, to make contractual commitments on behalf of that Party.
BA	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the relevant government department concerning the legislation.
CFA	means the Criminal Finances Act 2017 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by any relevant government department in relation to such legislation.
Commencement Date	has the meaning given in Clause 2.2 of these Conditions.
Conditions	means these terms and conditions as amended from time to time in accordance with Clause 49 of these Conditions.
Confidential Information	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential.
Contract	means the contract between the University and the Supplier for the supply of Goods and/or Services in accordance with these Conditions and which, subject to Clause 2.4 of these Conditions comprises: 1) the Purchase Order; 2) the Data Processing Terms; 3) the Specification and Supplier Response Document; and 4) these Conditions.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.
Convictions	means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 or any replacement or amendment to that Act).
CTSA	means the UK Counter Terrorism and Security Act 2015 and any subordinate legislation made under that Act from time to time together

	with any guidance and/or codes of practice issued by the relevant government department concerning the legislation.
Data Controller	means a person or organisation who (either alone or together with other persons) determines the purposes and means of the Processing of Personal Data.
Data Processing Terms	means the terms to be observed by the Parties for compliance with the Data Protection Laws as set out at Clause 31 of these Conditions and Schedule 1 or such other Personal Data Processing or sharing agreement as may be agreed between the Parties for the purposes of this Contract as a substitute for Schedule 1.
Data Processor	means the person or organisation who Processes Personal Data on behalf of the Data Controller.
Data Protection Laws	means: <ol style="list-style-type: none"> 1) all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the EU GDPR (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party; and 2) all applicable law of the European Union or any member state of the European Union to which a Party is subject, which relates to the protection of personal data including the EU GDPR.
Deemed Employment	means an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies.
Delete or Deletion	means erasing or destroying the Personal Data or putting the Personal Data beyond use.
Deliverables	means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
Delivery Location:	has the meaning given in Clause 6.3.2 of these Conditions.
Employee Information	means information, in respect of those Personnel specified in Clause 35.2 of these Conditions, to be provided by the Supplier to the University pursuant to Clause 35.2 of these Conditions including, in particular, (but not limited to): <ol style="list-style-type: none"> 1) the number of such Personnel, but with no obligation on the Supplier to specify their names; and 2) in respect of each of such Personnel: <ol style="list-style-type: none"> a) job title

	<ul style="list-style-type: none"> b) role profile c) place of work d) date of commencement of continuous employment; e) date of birth; f) basic pay g) variable pay (including scale, method of calculation and intervals of payment); h) all relevant contractual or non-contractual termination or severance arrangements (including the method of calculation of any termination or redundancy payments); i) all benefits contractual or non-contractual including pension, bonus options, equity participation and any other incentive schemes; j) contractual holiday entitlements and any additional holiday days purchased; k) notice periods; l) copy of employment contract or applicable standard terms and employee handbook; m) contractual hours of work; n) details of the relevant employee representative body or bodies and relevant collective agreements; o) any loans or educational grants; p) for those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required to demonstrate a right to work in the United Kingdom; q) information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided; r) information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought; s) department and place on organisation chart; t) training and competency records; and u) terms of any outstanding retention bonus (including a payment schedule with amounts specified).
EU GDPR	means the General Data Protection Regulation ((EU) 2016/679) as it has effect in EU law.
Existing IPR	any and all Intellectual Property Rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise) which shall include in the case of the University the University Materials.
Force Majeure Event	means in relation to either Party, any circumstances beyond the reasonable control of that Party including any strike, lock-out, or other

	form of industrial action, terrorist attack, war, riot, civil commotion, malicious damage, epidemic or pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, failure of utility services, fire, explosion, nuclear, chemical or biological contamination, acts of God, flood, drought, earthquake or other natural disaster.
Former Supplier	means a supplier supplying goods and/or services to the University before the Commencement Date that are the same as or substantially similar to the Goods and/or Services (or any part of them) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor).
Goods	means the goods (or any part of them) as described in the Purchase Order and as may be further detailed in the Specification and Supplier Response Document.
Good Industry Practice	means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier and/or service provider engaged in the manufacture and/or supply of goods and/or the provision of services similar to the Goods and/or Services under the same or similar circumstances as those applicable to this Contract; including in accordance with any codes of practice published by relevant trade associations.
Guidance	means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Goods and/or Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by the University and/or have been published and/or notified to the Supplier by any regulator or competent body.
Implementation Plan	means the implementation plan (if any) as referred to Clause 4.2 of these Conditions being the plan for the Supplier to meet and comply with the Implementation Requirements.
Implementation Requirements	the University's implementation and mobilisation requirements (if any), as may be set out in the Specification and Supplier Response Document and/or as otherwise specified by the University in writing, and which the Supplier must comply with as part of implementing the Services.
Intellectual Property Rights	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law	<p>means any applicable legal requirements including, without limitation:</p> <p>(a) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument as applicable in England and Wales;</p> <p>(b) any applicable European Union obligation, directive, regulation, decision, law or right (including any such obligations, directives, regulations, decisions, laws or rights that are incorporated into the law of England and Wales or given effect in England and Wales by any applicable statute, proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument and which shall include EU retained law);</p> <p>(c) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;</p> <p>(d) requirements set by any regulatory body as applicable in England and Wales;</p> <p>(e) any relevant code of practice as applicable in England and Wales; and</p> <p>(f) any relevant collective agreement and/or international law provisions (to include, without limitation, as referred to in (a) to (e) above).</p>
New IPR	means all and any Intellectual Property Rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier Existing IPR.
Parties	means the University and the Supplier.
Personal Data	means information relating to the Data Subjects who can be identified directly or indirectly from that information.
Personnel	means any employee, agent, consultant and/or contractor of the Supplier or the Supplier's Sub-contractors who are engaged in the performance of the Contract, or any part of it, from time to time.
Policies	means the University's policies, codes, regulations, rules and procedures as notified to the Supplier from time to time.
Premises	means the Delivery Location or other University premises as specified in the Purchase Order for the delivery of the Goods and/or for the performance of the Services.
Process and Processing	means any operation or set of operations which is performed on the Personal Data, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or Deletion.
Procurement Regulations	means the Public Contracts Regulations 2015 or the Concession Contracts Regulations 2016 (as the context requires) and any other legislation or regulatory requirements in force from time to time which apply to the Contract together with any related guidance or policies in force from time to time as issued by the UK Cabinet Office or the UK

	Government.
Purchase Order	means the University's authorised purchase order form for the supply of Goods and/or Services by the Supplier and which are the subject of this Contract.
Purchasing Card	means the University's VISA purchasing card which may be used for low value transactions.
Replacement Supplier	any replacement supplier or provider appointed (or proposed to be appointed) by the University on the expiry or earlier termination of this Contract.
Services	means the services, including any Deliverables, to be provided by the Supplier under the Contract as described in the Purchase Order and as may be further detailed in the Specification and Supplier Response Document.
Specification and Supplier Response Document	<p>means, taken together:</p> <ol style="list-style-type: none"> 1) any written statements of the University's requirements relating to the Goods and/or Services as provided by or on behalf of the University to the Supplier; 2) any written statements of the Supplier provided to the University confirming how it will meet the University's requirements and which the University has agreed; and 3) the statement of the prices for the Goods and/or Services which the Parties have agreed, <p>whether or not such University and Supplier statements are in a single document or separate documents and as amended and/or updated in accordance with this Contract.</p>
Sub-contract	means a contract between two or more suppliers, at any stage of remoteness from the Supplier in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
Sub-contractor	means a party to a Sub-contract other than the Supplier.
Supplier	means the person or firm from whom the University purchases the Goods and/or Services as stated in the Purchase Order.
Term	means the term of this Contract as specified in the Purchase Order or the Specification and Supplier Response Document or as provided under Clause 3.2 of these Conditions.
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014.
UK GDPR	has the meaning given to it in the Data Protection Act 2018.

University	Sheffield Hallam University a statutory Higher Education Corporation and exempt charity whose address is City Campus, Howard Street, Sheffield S1 1WB.
University Materials	has the meaning set out in Clause 7.3.9 of these Conditions.
University Property	has the meaning set out in Clause 14.1 of these Conditions.
Working Day	any day which is not a Saturday, a Sunday, a bank holiday, a public holiday in England or an extra statutory University holiday.

1.2 Interpretation:

- 1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a Party includes its personal representatives, successors and permitted assigns.
- 1.2.3 A reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK or EU 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 that statute or statutory provision.
- 1.2.4 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 December 2020 (including EU retained law).
- 1.2.5 A reference to a Policy or protocol of the University is a reference to the version of the Policy or protocol from time to time in force.
- 1.2.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.7 Where there is a conflict between the Supplier's responses to the University's requirements (the Supplier's responses being included in the Specification and Supplier Response Document) and any other part of this Contract, such other part of this Contract shall prevail.

1.3 Order of precedence

- 1.3.1 Subject always to Clauses 1.2.7 and 2.4 of these Conditions, should there be any conflict between these Conditions and any other parts of this Contract the order of priority for construction purposes shall be:
 - (i) the Purchase Order;
 - (ii) the Data Processing Terms (Schedule 1);

- (iii) the Specification and Supplier Response Document (but only in respect of the University's requirements and the agreed prices for the Goods and/or Services);
- (iv) these Conditions (other than the Data Processing Terms); and
- (v) the Specification and Supplier Response Document (other than the University's requirements and the agreed prices for the Goods and Services).

2 BASIS OF CONTRACT

- 2.1 The Purchase Order constitutes an offer by the University to purchase the Goods and/or Services from the Supplier in accordance with this Contract.
- 2.2 The Purchase Order shall be deemed to be accepted on the earlier of:
 - 2.2.1 the Supplier issuing written acceptance of the Purchase Order; or
 - 2.2.2 any act by the Supplier consistent with fulfilling the Purchase Order,at which point and on which date the Contract shall come into existence ("Commencement Date").
- 2.3 Where any purchase under the Contract is made by use of the University's Purchasing Card such purchase shall be subject to these Conditions.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. For the avoidance of doubt, such exclusion extends to any terms that the Supplier seeks to impose or incorporate as part of the Specification and Supplier Response Document, including but not limited to: its general terms and conditions for the supply of goods and/or services, any payment terms, any terms relating to delivery and/or any renewal terms, all of which shall be excluded.
- 2.5 For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Goods and/or Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Goods and/or Services covered by a valid Purchase Order.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3 TERM

- 3.1 This Contract shall commence on the Commencement Date and, unless terminated earlier in accordance with the terms of this Contract or the general law, shall continue until the end of the Term.
- 3.2 In the event no term has been specified in the Purchase Order or the Specification and Supplier Response Document the University shall be entitled to terminate the Contract at any time in accordance with Clause 32.1.2 of these Conditions.

4 SUPPLY OF GOODS AND PROVISION OF SERVICES

- 4.1 The Supplier shall supply the Goods and provide the Services under this Contract:

- 4.1.1 promptly and in any event within the time limits as may be set out in the Contract;
 - 4.1.2 in accordance with all other provisions of this Contract;
 - 4.1.3 using reasonable care and skill,
 - 4.1.4 in accordance with any quality assurance standards set out in the Specification and Supplier Response Document;
 - 4.1.5 in accordance with Law and Guidance;
 - 4.1.6 in accordance with Good Industry Practice;
 - 4.1.7 in accordance with the Policies; and
 - 4.1.8 in a professional and courteous manner.
- 4.2 The Supplier shall comply with the Implementation Requirements (if any) in accordance with any timescales as may be set out in the Specification and Supplier Response Document or as may otherwise be specified by the University in writing. Without limitation to the foregoing provisions of this Clause 4.2 of the Conditions, the Supplier shall carry out all implementation activities fully in accordance with any Implementation Plan. If the Implementation Plan is an outline plan, the Supplier shall, as part of implementation, develop the outline plan into a full plan and agree this with the University. Once this is agreed, the Supplier shall comply with the full Implementation Plan.

5 SUPPLY OF GOODS

- 5.1 The Supplier shall ensure that the Goods shall:
- 5.1.1 correspond with their description and any applicable samples, patterns, drawings, plans and/or the Specification and Supplier Response Document;
 - 5.1.2 be new, undamaged and, where they are manufactured products, free from defects in design, material and workmanship and remain so for 12 months after delivery, or the manufacturer's standard warranty period for such Goods, whichever is the longer;
 - 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the University, expressly or by implication, and in this respect the University relies on the Supplier's skill and judgement; and
 - 5.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods (including but not limited to the marking of hazardous goods, provision of data sheets for hazardous materials and all food safety and hygiene requirements).
- 5.2 The Supplier shall ensure at all times that it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

- 5.3 The Supplier shall ensure that compatible spares are available to facilitate the repair of Goods (where applicable) for a period of at least 10 years from the date of delivery.
- 5.4 The Supplier shall ensure that all manufacturer warranties covering the Goods are assignable to the University at no cost and upon request.
- 5.5 The Supplier shall comply with all obligations imposed on it by Law and Guidance relevant to the Goods following end of use by the University and shall provide all such assistance as the University may require in connection with any decommissioning and disposal of the Goods.
- 5.6 The University may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 5.7 If following such inspection or testing the University considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at Clause 5.1 of these Conditions, the University shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 5.8 The University may conduct further inspections and tests after the Supplier has carried out any remedial actions as referred to in Clause 5.7 of these Conditions.

6 DELIVERY OF GOODS

- 6.1 The Supplier shall ensure that:
 - 6.1.1 the Goods are clearly labelled and addressed;
 - 6.1.2 the Goods are properly packed and secured in such manner as to enable them to reach their destination undamaged and in good condition;
 - 6.1.3 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number, the type and quantity of the Goods (including the code number of the Goods (where applicable)), the University contact, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 6.2 All third party carriers engaged to deliver the Goods shall at no time be an agent of the University and accordingly the Supplier shall be liable to the University for the acts and omissions of all third party carriers engaged to deliver the Goods to the University.
- 6.3 The Supplier shall deliver the Goods:
 - 6.3.1 on the date specified in the Purchase Order or, if no such date is specified, then within 14 days of the date of the Purchase Order and time shall be of the essence in relation to such delivery;
 - 6.3.2 to the University's premises as is set out in the Purchase Order or as instructed by the University before delivery ("Delivery Location"); and

6.3.3 during the University's normal hours of business on a Working Day, or as instructed by the University.

6.4 Unless otherwise set out in the Specification and Supplier Response Document or agreed with the University in writing, the Supplier shall be responsible for carriage, insurance, transport, all relevant licences, all related costs, and all other costs associated with the delivery of the Goods to the Delivery Location and unloading of the Goods at that location. Without limitation to the foregoing provision of this Clause 6.4 of the Conditions, unless otherwise stated in the Specification and Supplier Response Document or agreed with the University in writing, the Supplier shall be responsible for obtaining all export and import licences for the Goods and shall be responsible for any delays to the delivery time due to such licences not being available when required. In the case of any Goods supplied from outside the United Kingdom, the Supplier shall ensure that accurate information is provided to the University as to the country of origin of the Goods and, without prejudice to Clause 11.4 of these Conditions, shall be liable to the University for any extra duties or taxes for which the University may be accountable should the country of origin prove to be different from that set out in the Specification and Supplier Response Document.

6.5 All packaging shall be non-returnable unless otherwise agreed with the University in writing. Where the University has agreed that packaging is returnable, the Supplier shall:

6.5.1 provide full instructions for return before the time of delivery;

6.5.2 be responsible for all return costs;

6.5.3 clearly mark the packaging to show to whom it belongs.

6.6 The University accepts no liability for any return packaging lost or damaged in transit.

6.7 Delivery of the Goods shall be completed on the Supplier's completion of unloading of the Goods at the Delivery Location. DDP Unloaded, Delivery Location, Incoterms® 2020.

6.8 If the Supplier:

6.8.1 delivers less than 95% of the quantity of Goods ordered, the University may reject the Goods; or

6.8.2 delivers more than 105% of the quantity of Goods ordered, the University may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the University accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

6.9 The Supplier shall not deliver the Goods in instalments without the University's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the University to the remedies set out in Clauses 8.1 and 8.2 of these Conditions respectively.

6.10 Title and risk in the Goods shall pass to the University on completion of delivery in accordance with Clause 6.7 of these Conditions.

7 SUPPLY OF SERVICES

- 7.1 The Supplier shall supply the Services from the Commencement Date unless an alternative date for Services commencement has been specified in the Purchase Order or the Specification and Supplier Response Document in which case the Supplier shall supply the Services from the date specified. For the duration of the Contract the Supplier shall supply the Services to the University in accordance with the terms of the Contract.
- 7.2 The Supplier shall meet any performance dates for the Services which are specified in the Purchase Order or Specification and Supplier Response Document or that the University notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 7.3 In providing the Services, the Supplier shall:
- 7.3.1 co-operate with the University in all matters relating to the Services, and comply with all instructions of the University;
 - 7.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 7.3.3 use personnel who are suitably skilled, qualified and trained to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 7.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification and Supplier Response Document (including any Implementation Requirements), and that the Deliverables shall be fit for any purpose that the University expressly or impliedly makes known to the Supplier;
 - 7.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 7.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the University, will be free from defects in workmanship, installation and design;
 - 7.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - 7.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the University's premises;
 - 7.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by the University to the Supplier ("**University Materials**") in safe custody at its own risk, maintain the University Materials in good condition until returned to the University, and not dispose or use the University Materials other than in accordance with the University's written instructions or authorisation;
 - 7.3.10 not do or omit to do anything which may cause the University to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its

business, and the Supplier acknowledges that the University may rely or act on the Services; and

- 7.3.11 comply with any additional obligations as set out in the Specification and Supplier Response Document.

8 UNIVERSITY REMEDIES

- 8.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date (which shall include a failure to meet any dates or milestones specified in the Implementation Requirements, Implementation Plan or the Specification and Supplier Response Document), or both, the University shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights and remedies:
- 8.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 8.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 8.1.3 to recover from the Supplier any costs incurred by the University in obtaining substitute goods and/or services from a third party;
 - 8.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
 - 8.1.5 to claim damages for any additional costs, loss or expenses incurred by the University which are in any way attributable to the Supplier's failure to meet such dates.
- 8.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in Clause 5.1 of these Conditions, then, without limiting or affecting other rights or remedies available to it, the University shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
- 8.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 8.2.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 8.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 8.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 8.2.5 to recover from the Supplier any expenditure incurred by the University in obtaining substitute goods from a third party; and
 - 8.2.6 to claim damages for any additional costs, loss or expenses incurred by the University arising from the Supplier's failure to supply Goods in accordance with Clause 5.1 of these Conditions.

- 8.3 If the Supplier has supplied Services that do not comply with the requirements of Clause 7.3.4 of these Conditions then, without limiting or affecting any other rights or remedies available to it, the University shall have one or more of the following rights and remedies:
- 8.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 8.3.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 8.3.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
 - 8.3.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 8.3.5 to recover from the Supplier any expenditure incurred by the University in obtaining substitute services or deliverables from a third party; and
 - 8.3.6 to claim damages for any additional costs, loss or expenses incurred by the University arising from the Supplier's failure to comply with Clause 7.3.4 of these Conditions.
- 8.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 8.5 The University's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

9 UNIVERSITY OBLIGATIONS

- 9.1 Subject to Clauses 9.2, 12 and 13 of these Conditions the University shall;
- 9.1.1 provide the Supplier and any Personnel with reasonable access at reasonable times to the Premises. Such access shall be solely to the extent necessary for the provision of the Goods and/ or Services by the Supplier and as may be necessary for the Supplier to meet any Implementation Requirements; and
 - 9.1.2 provide any information as the Supplier may reasonably request as being necessary for the provision of the Goods and/or Services or to enable the Supplier to meet any Implementation Requirements.
- 9.2 The access and information provided by the University under Clause 9.1 of these Conditions is not for the purposes of the Supplier undertaking any form of audit of the University and the University shall have no obligation to provide any access or information to the Supplier or the Personnel for such purposes.

10 SUPPLIER WARRANTIES

- 10.1 The Supplier warrants and represents that:
- 10.1.1 it has full capacity and authority to enter into and to perform the Contract;
 - 10.1.2 the Contract is executed by its authorised representative;

- 10.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 10.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
 - 10.1.5 it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract; and
 - 10.1.6 it has no other contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract.
- 10.2 The warranties and representations in Clause 10.1 of these Conditions are repeated each time the Supplier provides Goods, Services or Deliverables under the Contract.
- 10.3 Where the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the University.

11 CHARGES AND PAYMENT

- 11.1 The price for the Goods:
- 11.1.1 shall be the price set out in the Purchase Order and as may be further detailed in the Specification and Supplier Response Document; and
 - 11.1.2 shall be inclusive of the costs of packaging, insurance, carriage, delivery and unloading of the Goods. No extra charges shall be effective unless authorised by the University.
- 11.2 The charges for the Services shall be set out in the Purchase Order and as may be further detailed in the Specification and Supplier Response Document 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 the University, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 11.3 Unless otherwise agreed by the University, the price and charges as referred to in Clauses 11.1 and 11.2 of these Conditions shall remain fixed for the Term.
- 11.4 Subject to Clause 11.10 of these Conditions, the price and charges as referred to in Clauses 11.1 and 11.2 of these Conditions shall be inclusive of any sales, use, excise, import or export, goods and services ("GST") or similar tax or interest and any costs associated with any collection or withholding of these, or any government permit fees, license fees or customs or similar fees ("Taxes") levied on the delivery of the Goods and/or Services by the Supplier. The Supplier shall be responsible for payment of all Taxes associated with the supply of the Goods and Services to the University.
- 11.5 Unless otherwise agreed in writing by the University:
- 11.5.1 in respect of the Goods, the Supplier shall invoice the University on or at any time after completion of delivery; and

- 11.5.2 in respect of the Services, the Supplier shall invoice the University on completion of the Services.
- 11.6 Each invoice shall include such supporting information required by the University to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number.
- 11.7 Where the Supplier submits an invoice (including an electronic invoice) to the University in accordance with Clause 11.6 of these Conditions, the University will consider and verify that invoice in a timely fashion.
- 11.8 The University shall pay the Supplier any sums due under such an invoice no later than a period of thirty (30) days from the date on which the University has determined that the invoice is valid and undisputed. The University shall accept and process an electronic invoice submitted by the Supplier, where it complies with the standard on electronic invoicing and is undisputed. For these purposes, an electronic invoice complies with the standard of electronic invoicing where it complies with the standard referred to in the Public Procurement (Electronic Invoices etc.) Regulations 2019 (SI 2019/624).
- 11.9 Where the University fails to comply with Clause 11.7 of these Conditions 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 Clause 11.8 of these Conditions thirty (30) days after the receipt of the invoice by the University.
- 11.10 All amounts payable by the University under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the University, the University 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 Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 11.11 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 sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1988 accruing on a daily basis from the due date up to the date of actual payment. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the date 14 days after the date the dispute is resolved until payment.
- 11.12 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Goods and/or Services, and the Supplier shall allow the University to inspect such records at all reasonable times on request.
- 11.13 The University may at any time, without notice to the Supplier, set off any liability of the Supplier to the University against any liability of the University to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the University may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the University of its rights under this Clause 11.13 of the Conditions shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

12 ACCESS TO UNIVERSITY PREMISES

- 12.1 The University grants the Supplier a non-exclusive licence to access the Premises solely to the extent necessary for the delivery of the Goods and/or the provision of the Services by the Supplier.
- 12.2 The Supplier shall co-operate with all other suppliers or personnel who may also have access to the Premises.
- 12.3 At the end of the Term the Supplier shall:
 - 12.3.1 remove from the Premises all the Supplier's equipment and unused materials;
 - 12.3.2 clear away all rubbish arising out of or in connection with the supply of the relevant Goods and/or Services; and
 - 12.3.3 leave the Premises in a clean and tidy condition to the University's reasonable satisfaction.
- 12.4 If the Supplier fails to comply with Clause 12.3 of these Conditions, the University may remove and dispose of the Supplier's equipment and unused materials and clear away and clean the Premises as required by Clauses 12.3.2 and 12.3.3 of these Conditions and the University shall be entitled to recover the cost of doing so from the Supplier as a debt.
- 12.5 Where the Supplier leaves any equipment or materials on the Premises during the Term, it does so at its own risk and the University shall have no liability to the Supplier in relation to such equipment or materials.

13 PERSONNEL

- 13.1 The Supplier warrants to the University that all Personnel shall at all times have the necessary skills, qualifications, training, experience to perform their duties as required under the Contract.
- 13.2 In performing the Contract, the Supplier shall not deploy any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of the University's officers, governors, staff, students, or visitors at risk unless otherwise agreed in writing with the University.
- 13.3 Where any Personnel require access to the Premises in order to perform their duties under the Contract, the Supplier shall provide the University with such details of those Personnel as the University may reasonably request. Access to the Premises by such Personnel shall be subject to their prior execution of any University required work permits, estate access agreements or other such University documentation.
- 13.4 The Supplier shall ensure that, when on the Premises, its Personnel carry an accurate form of identity and comply at all times with all Laws, Policies and other requirements that may be in force from time to time in relation to the Premises.
- 13.5 The University may request the removal of any Personnel, where in the University's reasonable opinion, such Personnel's performance or conduct is or has been unsatisfactory or the circumstances in Clauses 13.7 or 13.8.3 of these Conditions apply. The Supplier shall promptly remove and replace such Personnel at the Supplier's own cost and expense.

- 13.6 Where requested by the University, the Supplier shall ensure that all potential Personnel are questioned about their Convictions and, at the Supplier's cost and expense, obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) before the Supplier deploys such persons in the delivery of the Contract. The Supplier shall ensure that all such disclosures are kept up to date throughout the Term of the Contract and shall promptly notify the University of any changes.
- 13.7 Where Clause 13.6 of these Conditions applies, the Supplier shall ensure that no person is employed or otherwise engaged in the delivery of the Contract where:
- 13.7.1 the person has disclosed any Convictions upon being questioned about their Convictions;
 - 13.7.2 the person is found to have any Convictions following receipt of disclosures from the Disclosure and Barring Service (including any updating disclosures obtained during the Term); or
 - 13.7.3 the person fails to obtain disclosures (or updates to disclosures) from the Disclosure and Barring Service (or other appropriate body) upon request.
- 13.8 In addition to the requirements of Clauses 13.6 and 13.7, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supplier:
- 13.8.1 warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;
 - 13.8.2 warrants that at all times it has and will have no reason to believe that any Personnel are barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and
 - 13.8.3 shall ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to students or prospective students, visitors, or any other person.

14 LOAN OF UNIVERSITY PROPERTY

- 14.1 All tools, materials, drawings, specifications and other equipment and data ('**University Property**') loaned by the University to the Supplier in connection with the Contract shall be used by the Supplier solely for the purpose of performing its obligations under the Contract. All such University Property shall:
- 14.1.1 at all times remain the property of the University;
 - 14.1.2 be regularly maintained by the Supplier such that it remains in good serviceable condition;
 - 14.1.3 be held by the Supplier at its own risk and insured by the Supplier at its own expense against the risk of loss, theft or damage. Any loss of or damage to such University Property shall be made good by the Supplier at its own expense;

- 14.1.4 not be copied by the Supplier without the consent in writing of the University's Authorised Officer; and
- 14.1.5 be surrendered to the University, upon demand, in good and serviceable condition (fair wear and tear allowed).
- 14.2 Any scrap arising from the supply of University Property must be disposed of at the University's discretion and, where applicable, the Supplier shall promptly pay any proceeds from the sale of such scrap to the University in full.

15 INTELLECTUAL PROPERTY RIGHTS

- 15.1 Each Party retains ownership of its own Existing IPRs. The Supplier grants to the University a non-exclusive, perpetual, royalty free, irrevocable, transferable, world-wide licence to use, change and sub-license the Supplier's Existing IPR to enable the University and its sub-licensees to both:
 - 15.1.1 receive and use the Deliverables; and
 - 15.1.2 use the New IPR.
- 15.2 All New IPR created under the Contract shall be owned by the University. The University grants to the Supplier a license to use any University Existing IPRs for the purpose of fulfilling the Supplier's obligations under the Contract and a perpetual, royalty-free licence to use any New IPRs.
- 15.3 Where a Party acquires ownership of any Intellectual Property Rights incorrectly under this Contract it shall take such steps as are necessary for the purpose of securing the transfer and assignment of all right, title and interest in such Intellectual Property Rights to the other Party on request and at its own cost.
- 15.4 The Supplier warrants that the receipt, use and onward supply of the Goods, Services and/or the Deliverables (excluding the University Materials) by the University and its permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party.

16 INDEMNITY

- 16.1 The Supplier shall indemnify and keep indemnified the University against all liabilities, costs, expenses, damages, losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) claims or proceedings suffered or incurred by the University arising out of or in connection with:
 - 16.1.1 any claim made against the University for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the University Materials) or the Supplier's breach of Clause 15 of these Conditions;
 - 16.1.2 any claim made against the University by a third party for death, personal injury or damage to property arising out of, or in connection with:
 - (i) defects in the Goods, as delivered, or the Deliverables; and/or
 - (ii) the provision of the Services;

- 16.1.3 any claim made against the University by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services;
- 16.1.4 the Supplier's breach of Clause 22 of these Conditions (compliance with relevant Laws and Policies);
- 16.1.5 the circumstances described to in Clauses 23.2.3, and 35.5 and 36 of these Conditions.

17 LIABILITY

- 17.1 Nothing in this Contract limits any liability which cannot legally be limited including liability for:
 - 17.1.1 death or personal injury caused by negligence;
 - 17.1.2 fraud or fraudulent misrepresentation; and
 - 17.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 17.2 Nothing in this Contract shall limit the Supplier's liability under the Data Protection Terms or the indemnity given by the Supplier under Clause 16 of these Conditions.
- 17.3 Subject to Clauses 17.1 and 17.2 of these Conditions, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the greater of (a) five million GBP (£5,000,000) and (b) one hundred and twenty five percent (125%) of the total price and charges paid or payable by the University to the Supplier for the provision of the Goods and/or Services under the Contract.
- 17.4 Subject to Clauses 17.1 and 17.2 of these Conditions, there shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of profit, loss of production, loss of business opportunity or are in respect of indirect or consequential loss of any nature suffered or alleged.

18 INSURANCE

- 18.1 During the Term of the Contract and, for claims made policies, for a period of six (6) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, those insurances and minimum levels of cover per claim as are specified in the table below together with such other insurances as are necessary or specified by the University to cover all of the Supplier's liabilities that may arise under or in connection with the Contract.

Insurance	Minimum level of cover per claim
Employers Liability	£10,000,000
Public Liability	£5,000,000
Product Liability	£5,000,000

Professional Indemnity	£5,000,000
Cyber	£2,000,000

- 18.2 The Supplier shall, on the University's request, produce both the insurance certificates giving details of the insurance cover and the receipt for the current year's premium in respect of each insurance.

19 CONFIDENTIALITY

- 19.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the other Party, except as permitted by Clauses 19.2 of these Conditions.
- 19.2 Each Party may disclose the other Party's Confidential Information:
- 19.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under the Contract. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this Clause 19 of the Conditions;
 - 19.2.2 as may be required by Law, a court of competent jurisdiction or any governmental or regulatory authority;
 - 19.2.3 where the information was already in the possession of the receiving Party without obligation of confidentiality before it was disclosed by the disclosing Party;
 - 19.2.4 where the information was given to the receiving Party by a third party without obligation of confidentiality;
 - 19.2.5 if the information was already in the public domain at the time of disclosure; or
 - 19.2.6 to its auditors for the purposes of regulatory requirements.
- 19.3 The University may disclose the Supplier's Confidential Information where required in order to comply with the University's obligations under Clause 41 (Freedom of Information) of these Conditions or as required in connection with the University's transparency obligations under the Procurement Regulations.
- 19.4 Subject to Clauses 19.2 and 19.3 of these Conditions, neither Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

20 CONTRACT MANAGEMENT AND REVIEW

- 20.1 The Supplier shall participate in regular Contract review meetings with the University where the Parties shall review the Supplier's performance in the supply of the Goods and/or Services and any performance measures or service levels which have been agreed with the University. The time, date and location of the Contract review meeting shall be confirmed by the University by giving the Supplier at least five (5) days' notice.

- 20.2 Without prejudice to the Parties rights as set out in Clause 32 of these Conditions, where any issues with the Supplier's performance are identified at the Contract review meeting the Parties shall discuss a plan to remedy these, including the remedial actions necessary and a reasonable timetable for completion of these.
- 20.3 The Supplier shall provide the University with Contract monitoring, progress and performance reports in a widely accessible digital format. These reports shall contain such information relating to the Contract and the Supplier's performance as the University may reasonably request and shall be provided at such intervals as the University may reasonably specify.

21 PUBLICITY

- 21.1 The Supplier shall not, without the University's prior written consent, use the University's corporate name or any other unnamed trademark associated with the University for any purpose, including but not limited to by illustration, advertising, publicising, marketing or selling services and/or products, except as may otherwise be required by Law. In that event, the Supplier shall provide the University with written notice of such request as soon as reasonably practicable, sufficient to allow the University an opportunity to object prior to such disclosure.

22 COMPLIANCE WITH RELEVANT LAWS AND POLICIES

- 22.1 In performing its obligations under the Contract, the Supplier shall:
- 22.1.1 comply with all applicable Law, statutes, regulations, codes and Guidance from time to time in force; and
 - 22.1.2 comply with the Policies.

23 TAX COMPLIANCE

- 23.1 The Supplier shall comply with all tax or social security obligations and shall pay any late contributions due, including where applicable, any interest or any fines.
- 23.2 The Supplier shall:
- 23.2.1 be responsible for deduction and payment of all tax, National Insurance, and Social Security contributions and other levies in respect of persons employed by the Supplier (including the Personnel);
 - 23.2.2 comply with the Income Tax (Earnings and Pensions) Act 2003, Social Security Contributions and Benefits Act 1992 and, where applicable, the Social Security Contributions (Intermediaries) Regulations and any related HMRC guidance (including IR35 and the off payroll working rules) and all other statutes, regulations or guidance relating to Income Tax, Social Security and National Insurance contributions; and
 - 23.2.3 indemnify the University against any Income Tax, National Insurance and Social Security contributions required by Law and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Goods and/or Services by the Supplier or any of the Personnel and/or the Supplier's or the Personnel's failure to comply with this Clause 23 of the Conditions.

23.3 The Supplier warrants throughout the Term that:

23.3.1 the tax status of the Personnel is not, and is not likely to be, Deemed Employment. The Supplier shall immediately notify the University and remove and replace any Personnel whose tax status changes to one which is, or is likely to be, of Deemed Employment; and

23.3.2 the Supplier and/or the Personnel have met all Income Tax, National Insurance and Social Security contributions related to the engagement of the Personnel and the provision of the Goods and/or Services by the Supplier and/or the Personnel.

23.4 The Supplier shall provide, and shall procure that such person or Personnel shall provide, all such information and documentation as the University may reasonably require to verify the Supplier's compliance with this Clause 23 of the Conditions and/or to evidence and verify the tax status of the Personnel and the warranties given under Clause 23.3 of the Conditions.

24 EQUALITY AND HUMAN RIGHTS

24.1 Each Party shall not, and shall use reasonable endeavours to ensure that its employees, contractors and agents shall not, discriminate directly or indirectly against any person on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief (or lack of religion/belief), sex or sexual orientation.

24.2 The Supplier shall:

24.2.1 act in a manner that is consistent with the University's Policy on equality and diversity as amended from time to time; and

24.2.2 support the University in fulfilling its Public Sector Equality Duty under section 149 of the Equality Act 2010.

25 ANTI-CORRUPTION AND ANTI-BRIBERY

25.1 Neither Party shall:

25.1.1 offer or agree to give any person working for or engaged by the other Party any gift or other consideration which could act as an inducement or a reward for any act or failure to act connected to this Contract, or any other agreement between the Parties; or

25.1.2 enter into this Contract if it has knowledge that, in connection with this Contract, any money has been, or will be, paid by or for itself to any person working for or engaged by the other Party, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the other Party before execution of this Contract.

25.2 Without prejudice to Clause 25.1 of these Conditions:

25.2.1 each Party shall:

(i) comply with the BA and the CFA and all other applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption; and

- (ii) maintain in place adequate procedures (as referred to in section 7(2) of the BA and any guidance issued by the Secretary of State under Section 9 of the BA) designed to prevent any associated person from undertaking any conduct that would give rise to an offence under section 7 of the BA;
- 25.2.2 neither Party shall engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the BA (whether such act was committed in the UK or not);
- 25.2.3 the Supplier shall comply with all of the University's ethics, anti-bribery and anti-corruption Policies in force from time to time;
- 25.2.4 the Supplier shall promptly report to the University any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract;
- 25.2.5 the Supplier shall not engage in any activity, practice or conduct which would constitute either:
 - (i) a UK tax evasion facilitation offence under section 45(1) of the CFA; or
 - (ii) a foreign tax evasion facilitation offence under section 46(1) of the CFA;
- 25.2.6 the Supplier shall promptly report to the University any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the CFA or any suspected tax evasion offences or facilitation of tax evasion offences, whether under UK law or under the law of any foreign country, in connection with the performance of this Contract;
- 25.2.7 the Supplier shall ensure that all persons associated with the Supplier or other persons who are performing services in connection with this Contract comply with this Clause 25 of the Conditions; and
- 25.2.8 the Supplier shall provide such supporting evidence of compliance with this Clause 25 of the Conditions as the University may reasonably request.
- 25.3 If any breach by either Party (or by anyone employed by it or acting on its behalf) of Clauses 25.1 or 25.2 of these Conditions is suspected or known, that Party must notify the other Party immediately and must respond promptly to the other Party's enquiries and co-operate with any investigation.
- 25.4 Any breach of this Clause 25 of the Conditions by either Party or by anyone employed by it or acting on its behalf shall entitle the other Party to terminate this Contract forthwith.

26 MODERN SLAVERY AND HUMAN TRAFFICKING

- 26.1 The Supplier shall:
 - 26.1.1 ensure that slavery and human trafficking is not taking place in any part of its business;

- 26.1.2 implement appropriate due diligence procedures for its own suppliers, Sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
 - 26.1.3 ensure that it and each of its suppliers and Sub-contractors shall comply with the University's Policies on slavery and human trafficking including the University's modern slavery and human trafficking statement as updated from time to time;
 - 26.1.4 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
 - 26.1.5 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 this Contract.
- 26.2 If any breach by the Supplier (or by anyone employed by it or acting on its behalf) of any part of this Clause is suspected or known, the Supplier must notify the University immediately and must respond promptly to the University's enquiries and co-operate with any investigation.
- 26.3 In complying with Clauses 26.1 to 26.2 of these Conditions, the Supplier shall take appropriate account of any guidance or codes of practice issued by the relevant government department concerning the Modern Slavery Act 2015.

27 COUNTER TERRORISM AND SECURITY ACT 2015

- 27.1 The Supplier acknowledges that the University is subject to certain duties under sections 26, 31 and 38 of the CTSA.
- 27.2 The Supplier shall act in a manner that is consistent with the University's Policies on counter terrorism, freedom of speech and academic freedom, including where applicable its Regulations for use of IT Facilities and Learning Resources, its Information Security Policy and Electronic Information Security Framework (EISF), and its Code of Practice relating to freedom of speech and activities, events and meetings, all as amended from time to time.
- 27.3 The Supplier will, upon request, provide the University with copies of its policies and procedures, particularly those relating to counter terrorism, freedom of speech and academic freedom, and IT acceptable use, and will act upon any guidance given or request made by the University, arising out of the duties in Clause 27.1 of these Conditions, on amendments to any policy.
- 27.4 If the Supplier fails to act upon any guidance given or request made by the University in connection with the policies referred to in Clause 27.3 of these Conditions within three (3) months of the date of such guidance or request the University may terminate this Contract by notice in writing with immediate effect.
- 27.5 The Supplier shall on request provide the University with all assistance and information as the University may reasonably request to enable it to comply with its obligations under the CTSA.

28 INFORMATION TECHNOLOGY AND SECURITY

- 28.1 The Supplier shall comply with the University's Policies relating to information technology and security (all as amended from time to time) including but not limited to:
- 28.1.1 the Information Security Policy for Suppliers, Contractors and other third parties including the University's Electronic Information Security Framework (EISF) and the Regulations for use of IT Facilities;
 - 28.1.2 the Policy for Remote Access to any Corporate System at SHU by External Suppliers; and
 - 28.1.3 all other University IT Policies and Regulations as are applicable in the Supplier's performance of the Contract.
- 28.2 Where the Goods and/or Services (including any Deliverables) incorporate IT systems, software or mobile applications these shall conform with the Web Content Accessibility Guidelines (WCAG 2.1).

29 HEALTH AND SAFETY AND ENVIRONMENT

- 29.1 The Supplier shall (and shall procure that the Personnel shall) perform its obligations under this Contract in accordance with:
- 29.1.1 all applicable Law regarding health, safety and the environment; and
 - 29.1.2 the University's Health and Safety Policy whilst at the University's Premises.
- 29.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards whether at the University Premises or otherwise of which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Supplier shall instruct the Supplier's Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards in their performance of the Contract.
- 29.3 The Supplier shall be responsible for the supply and cost of any appropriate personal protective equipment required by the Personnel for the performance of the Contract.

30 CONFLICT OF INTEREST

- 30.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Personnel are placed in the position where, in the reasonable opinion of the University, there is or may be an actual or potential conflict between the financial or personal interests of the Supplier or the Personnel and the duties owed to the University under the Contract. The Supplier shall promptly notify and provide full details to the University of any conflict of interest or potential conflict of interests which exists or may arise.
- 30.2 The University reserves the right to terminate this Contract immediately by notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the University, there is or may be an actual conflict of interest, or a potential conflict of interest and this has not been remedied by the Supplier to the University's satisfaction.

31 DATA PROTECTION

- 31.1 The Parties acknowledge their respective duties under the Data Protection Laws and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, the Supplier shall take reasonable steps to ensure it is familiar with the Data Protection Laws and any obligations it may have under such Data Protection Laws and shall comply with such obligations.
- 31.2 Where for the purposes of the Contract a Party Process Personal Data on behalf of the other Party or shares Personal Data with the other Party the Parties shall:
- 31.2.1 where the Supplier is a Data Processor and Processing Personal Data on behalf of the University as a Data Controller, comply with the Data Protection Terms which, for these purposes, shall be the terms set out in Schedule 1 (including the particulars which the Parties shall complete in the Annexes to Schedule 1) or any separate Personal Data Processing agreement which has been agreed between the Parties as a substitute for Schedule 1 and completed Annexes to Schedule 1; or
- 31.2.2 for any relationship between the Parties relating to the Processing or sharing of Personal Data for the purposes of the Contract (other than the relationship described in Clause 31.2.1 of these Conditions), the Parties shall comply with the Data Protection Terms which, for these purposes, shall be the terms of an alternative Personal Data Processing or sharing agreement which the Parties shall agree as a substitute for Schedule 1 and completed Annexes to Schedule 1 and which meets the requirements of the Data Protection Laws.

32 TERMINATION

- 32.1 Without affecting any other right or remedy available to it, the University may terminate the Contract:
- 32.1.1 with immediate effect by giving written notice to the Supplier if:
- (i) there is a change of Control of the Supplier;
 - (ii) the Supplier commits a breach of Clause 22 of these Conditions (Compliance with relevant Laws and Policies) including but not limited to a breach of environmental, social or labour law;
 - (iii) any of the circumstances in Regulation 73(1) (a) to (c) of the Procurement Regulations apply (modification, exclusion of the Supplier, procurement infringement);
 - (iv) the University discovers that the Supplier was in one of the situations in Regulation 57(1) or 57(2) of the Procurement Regulations at the time the Contract was awarded;
 - (v) the Supplier or its affiliates embarrass or bring the University into disrepute or diminish the public trust in the University;
 - (vi) the circumstances in any of Clauses 8.1.1, 8.2.1, 8.3.1, 27.4, and 30.2 of these Conditions apply; or
 - (vii) the circumstances in any of Clauses 8.2, 8.4 or 8.5 of Schedule 1 to these Conditions apply.
- 32.1.2 for convenience by giving the Supplier three (3) months' written notice.

- 32.2 Without affecting any other right or remedy available to it, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:
- 32.2.1 the other Party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 (thirty) days after being notified in writing to do so;
 - 32.2.2 the other Party commits a material breach of this Contract in circumstances where it is served notice having already been served with at least two (2) previous notices within the last twelve (12) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has remedied the breach). The twelve (12) month rolling period is the twelve (12) months immediately preceding the date of the third breach notice;
 - 32.2.3 the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 32.2.4 the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 32.2.5 the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy.
- 32.3 Where requested by the University the Supplier shall develop and agree an exit plan with the University. Such plan shall meet any exit requirements which the University may reasonably specify and shall ensure an orderly transition of the Services on expiry or earlier termination of the Contract.

33 CONSEQUENCES OF TERMINATION

- 33.1 Upon expiry or earlier termination of this Contract, the University agrees to pay the Supplier for:
- 33.1.1 the Goods which have been supplied by the Supplier and not rejected by the University in accordance with this Contract prior to the expiry or earlier termination of this Contract; and
 - 33.1.2 the Services which have been completed by the Supplier in accordance with this Contract prior to expiry or earlier termination of this Contract.
- 33.2 Immediately following expiry or earlier termination of this Contract and/or in accordance with any timescales as set out in the agreed exit plan:
- 33.2.1 the Supplier shall comply with its obligations under any agreed exit plan;
 - 33.2.2 all data, excluding Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Goods and/or Services, and all other

items provided on loan or otherwise to the Supplier by the University including University Property and University Materials shall be delivered by the Supplier to the University provided that the Supplier shall be entitled to keep copies of any data to the extent that: (a) the content does not relate solely to this Contract; (b) the Supplier is required by Law and/or Guidance to keep copies; or (c) the Supplier was in possession of such data, documents and records prior to the Commencement Date. Until returned or delivered, the Supplier shall be solely responsible for the safe keeping of such University data or property and shall not use these for any purpose not connected with the Contract; and

33.2.3 any Personal Data Processed by the Supplier on behalf of the University shall be returned to the University or destroyed in accordance with the relevant provisions of the Data Processing Terms.

33.3 The Supplier shall retain all data relating to the provision of the Services that are not transferred or destroyed pursuant to Clause 33.2 of these Conditions for the period set out in Clause 42.1 of these Conditions.

33.4 Immediately upon expiry or earlier termination of this Contract any licence entered into for the purposes of Clause 12 of these Conditions shall terminate.

33.5 The expiry or earlier termination of this Contract for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of early termination or expiry.

33.6 The expiry or earlier termination of this Contract shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination including under Clauses 1 and 2.4 (Definitions and Interpretation); 10 (Supplier Warranties), 15 (Intellectual Property Rights), 16 (Indemnity), 17 (Liability), 18 (Insurance), 19 (Confidentiality), 21 (Publicity), 23 (Tax Compliance), 31 (Data Protection) and the Data Protection Terms, 33 (Consequences of Termination), 35 (Re-tendering and Handover), 36 (Employment Indemnities), 37 (Disputes), 41 (Freedom of Information) 42 (Audit), 43 (Notices), 44 (Severance), 45 (Waiver), 50 and 51 (Governing Law and Jurisdiction) of these Conditions and these shall continue in full force and effect.

34 APPLICATION OF TUPE AT THE COMMENCEMENT OF THE PROVISION OF SERVICES

34.1 Without prejudice to Clause 36 of these Conditions, the Parties agree that at the commencement of the provision of the Goods and/or Services by the Supplier, TUPE shall not apply so as to transfer the employment of any employees of the University or a Former Supplier to the Supplier.

35 RE-TENDERING AND HANDOVER

35.1 Within twenty one (21) days of being so requested by the University, the Supplier shall provide in writing and thereafter keep updated, in a fully indexed and catalogued format, all the information deemed necessary by the University in order to issue invitations to tender and achieve a fair and transparent re-procurement for the future provision of the Goods and/or Services.

35.2 Where, in the opinion of the University, TUPE may apply to the Contract on its termination or expiration, the information to be provided by the Supplier under Clause 35.1 of these Conditions shall include, as applicable, accurate and complete information relating to any Personnel who are

wholly or mainly assigned to the supply of the Goods and/or the provision of the Services (or any part of these) for the purpose of the Contract at the date of preparation of the information including, in particular, (but not limited to) the Employee Information.

- 35.3 The Supplier warrants and undertakes to the University that all information given to the University under Clause 35.1 of these Conditions will be full and accurate in all respects.
- 35.4 The Supplier will notify the University in writing in as much detail as possible as soon as practicable of any additional or new applicable information and/or any changes to any information already provided under Clause 35.1 of these Conditions.
- 35.5 The Supplier shall indemnify the University against any claim made against the University at any time by any person in respect of any liability incurred by the University arising from any delay, deficiency or inaccuracy in information, which the Supplier is required to provide under Clause 35.1 of these Conditions.
- 35.6 The Supplier shall co-operate fully with the University or, as the case may be, any Replacement Supplier during any re-procurement and handover period whether prior to or following the expiry or earlier termination of this Contract including as required under Clause 33 and this Clause 35 of the Conditions. This co-operation, during the setting up operations period of the Replacement Supplier (if any), shall extend to allowing full access to, and providing copies of all documents, reports, summaries and other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- 35.7 Where the obligations on the Supplier under this Clause 35 of the Conditions are subject to the Data Protection Laws, the Supplier will, and shall procure that any Sub-contractor will, use its best endeavours to seek the consent of the relevant Personnel or relevant employees to disclose any information covered under the Data Protection Laws and utilise any other exemption or provision within the Data Protection Laws which would allow such disclosure whether in anonymised form or otherwise.
- 35.8 Having as appropriate gained permission from any Sub-contractor, the Supplier hereby permits the University to disclose information about the relevant Personnel or relevant employees to any person who has been invited to tender for the provision of the Goods and/or Services (or similar services) including but not limited to any Replacement Supplier provided that the University informs the receiving party of the confidential nature of the information.
- 35.9 Subject to Clause 35.10 of these Conditions, during the period of nine (9) months preceding the expiry of this Contract or after notice of termination of this Contract has been served by either Party, the Supplier shall not, and shall procure that any Sub-contractor shall not, without the prior written consent of the University, such consent not to be unreasonably withheld or delayed:
 - 35.9.1 make, propose or permit any material changes to the terms and conditions of employment or other arrangements of any of the Personnel;
 - 35.9.2 increase or seek to increase the emoluments (excluding cost of living increases awarded in the ordinary course of business) payable to any of the Personnel;
 - 35.9.3 replace any of the Personnel or increase the total number of employees providing the Goods and/or Services;

- 35.9.4 deploy any person other than the Personnel to provide the Goods and/or perform the Services;
 - 35.9.5 terminate or give notice to terminate the employment or arrangements of any of the Personnel;
 - 35.9.6 increase the proportion of working time spent on the provision of the Goods and/or Services by any of the Personnel; or
 - 35.9.7 introduce any new contractual term or customary practice concerning the making of any lump sum payment on the termination of employment of any of the Personnel.
- 35.10 Clause 35.9 of these Conditions shall not prevent the Supplier or any Sub-contractor from taking any of the steps prohibited in that Clause in circumstances where the Supplier or Sub-contractor is required to take such a step pursuant to any changes in legislation or pursuant to a collective agreement in force at that time.

36 EMPLOYMENT INDEMNITIES

- 36.1 The Supplier shall indemnify and keep indemnified the University against any loss incurred by the University connected with or arising from any complaint, claim or proceedings by any employee or staff member, trade union, elected employee representative or staff association made against the University in respect of any or all of the Supplier's staff or employees or any other employee of the Supplier or its Sub-contractors and which arises from or is connected with any failure by the Supplier to comply with its legal obligations in relation thereto whether under Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 or TUPE, including but not limited to any breach by the Supplier of its obligations as set out in Clause 35 of these Conditions.
- 36.2 The Supplier shall indemnify and keep indemnified the University against any loss incurred by the University connected with or arising from any complaint, claim or proceedings relating to the contract of employment or any policy applicable to, or any collective agreement in respect of any of the Supplier staff or any other person at any time employed by (or engaged as a consultant by) the Supplier or its Sub-contractors made against the University at any time for breach of such contract, policy or any complaint, claim or proceedings relating to redundancy, termination of employment, pay, discrimination, equal pay, unlawful deductions, loss of earnings, industrial or personal injury or otherwise relating to their employment by the Supplier and which results from any act, fault or omission of the Supplier or such other person as was employed by the Supplier, save to the extent that the liability arises from any wrongful act by the University or its employees.
- 36.3 The Supplier shall indemnify and keep indemnified the University against any loss incurred from any change or proposed change to the terms and conditions of employment of any or all of the Supplier's staff or any other employee of the Supplier or its Sub-contractors or any complaint, claim or proceedings relating to such change or proposed change where such change is or is proposed to be effected following the transfer of any such person pursuant to the Contract and in respect of any loss incurred by the University arising from the employment or proposed employment of any such person otherwise than on terms the same as those enjoyed by any such person immediately prior to such transfer.

37 DISPUTES

- 37.1 If any dispute arises out of this Contract, the Parties shall use reasonable endeavours to resolve the dispute in good faith through negotiations. Such negotiations shall include, where necessary, the escalation of the dispute to an appropriate senior representative of each Party. If the Parties cannot reach a satisfactory resolution within thirty (30) days after commencing negotiation then, upon written notice by either Party to the other, such dispute may be referred to mediation in accordance with the model procedure of the Centre for Effective Dispute Resolution, London ("CEDR").
- 37.2 The mediator shall be chosen by agreement between the Parties or, if the Parties are unable to agree, as nominated by CEDR. The mediation shall be completed within 30 days of signature of the CEDR Mediation Agreement. The costs of the mediator shall be split equally between the Parties who shall otherwise bear their own costs.
- 37.3 All negotiations connected with the dispute shall be conducted in confidence without prejudice to the rights of the Parties in any future proceedings.

38 FORCE MAJEURE

- 38.1 Provided it has complied with Clause 38.2 of these Conditions, if a Party ("Affected Party") is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event, the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 38.2 The Affected Party shall:
- 38.2.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
 - 38.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 38.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than thirty (30) days, the Party not affected by the Force Majeure Event may terminate this Contract by giving written notice to the Affected Party.

39 ASSIGNMENT AND OTHER DEALINGS

- 39.1 The University may at any time assign, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- 39.2 The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

40 SUB-CONTRACTING

- 40.1 The Supplier may not Sub-contract any or all of its rights or obligations under the Contract without the prior written consent of the University. If the University consents to any Sub-contracting by the Supplier:

- 40.1.1 the Supplier shall remain responsible for all the acts and omissions of its Sub-contractors as if they were its own;
- 40.1.2 the Supplier shall include in that Sub-contract:
 - (i) provisions having the same effect as Clauses 11.3 to 11.9 of these Conditions (prompt payment); and
 - (ii) a provision requiring the counterparty to that Sub-contract to include in any Sub-contract which it awards provisions having the same effect as Clauses 11.3 to 11.9 of these Conditions.

41 FREEDOM OF INFORMATION

- 41.1 The Supplier acknowledges that the University may be subject to the requirements under the Freedom of Information Act 2000 (the "FOIA") and the Environmental Information Regulations 2004 (the "EIR") and shall assist and cooperate with the University to enable it to comply with any disclosure requirements.
- 41.2 Notwithstanding the generality of Clause 41.1 of these Conditions, the Supplier shall:
 - 41.2.1 provide the University within five (5) Working Days of receipt of a request for assistance with such information as it may hold to permit the University to comply with its obligations under the FOIA and/or the EIR; and
 - 41.2.2 where it receives a request for information under the FOIA and/or EIR, it will not respond to that request (unless directed to do so by the University) and will promptly (and in any event within two (2) Working Days of receipt) transfer the request to the University.
- 41.3 As part of its duties under the FOIA and the EIR, the University may be required to disclose information forming part of this Contract to anyone who makes a request. Should the Supplier believe information supplied pursuant to this Contract should not be disclosed in response to a request for information under the FOIA or the EIR, the Supplier should identify the information supplied that is confidential or commercially sensitive and the reason why it considers the information to be confidential or commercially sensitive.
- 41.4 Before releasing any information in response to a FOIA or an EIR request, the University may consult with the Supplier and have regard to its comments or objections. However, the Supplier hereby acknowledges that it is the University's responsibility to decide whether information should be released or if an exemption under the FOIA or the EIR applies and accordingly the University may release information notwithstanding any Supplier comments or objections.

42 RIGHT OF AUDIT

- 42.1 The Supplier shall keep and maintain for the Term and for a period of no less than six years after the expiry or termination of this Contract, or such longer period as may be agreed between the Parties, full and accurate records and accounts on all matters relating to the Contract.
- 42.2 The Supplier shall permit or procure permission for the University or its authorised representative to access such of the Supplier's premises, facilities, books, accounts and records as necessary for audit purposes including but not limited to the Supplier's compliance with its obligations under this Contract.

43 NOTICES

- 43.1 Any notice given to a Party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Working Day delivery service to:
- 43.1.1 in the case of the Supplier, the person named in the Purchase Order or such other person as the Supplier may inform the University in writing from time to time, at the Supplier's registered office (if a company) or its principal place of business (in any other case); and
 - 43.1.2 in the case of the University, the University Secretary at City Campus, Howard Street, Sheffield S1 1WB and email address SHULegal@shu.ac.uk marked for the attention of the University Secretary.
- 43.2 Any notice shall be deemed to have been received:
- 43.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - 43.2.2 if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day subsequent to the day of posting or despatch; or if the notice was not sent on a Working Day at 9.00am on the third Working Day subsequent to the day of posting or despatch; and
 - 43.2.3 if sent by email, at the time of transmission, or, if this time falls outside normal business hours in the place of receipt, when business hours resume; provided the sender has either received an electronic confirmation of delivery or has telephoned the recipient to inform the recipient that the email has been sent. In this Clause 43.2.3 of the Conditions, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 43.3 This Clause 43 of the Conditions does not apply to the service of any proceedings or other documents in connection with any legal action between the Parties.

44 SEVERANCE

- 44.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. If any provision of the Contract is deemed deleted under this Clause 44.1 of the Conditions the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

45 WAIVER

- 45.1 A waiver of any right or remedy under the Contract or by Law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under the Contract or by Law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by Law shall prevent or restrict the further exercise of that or any other right or remedy.

46 RELATIONSHIP BETWEEN THE PARTIES

- 46.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other, or authorise either Party to make or enter into any commitments for or on behalf of the other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 46.2 The Parties agree that this Contract is a contract for the provision of Goods and/or Services and nothing in it shall have the effect of making the Supplier or any of the Personnel the servant or employee of the University.

47 ENTIRE AGREEMENT

- 47.1 The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

48 THIRD PARTY RIGHTS

- 48.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

49 VARIATION

- 49.1 The Supplier acknowledges that the University's requirements for the Goods and/or Services may change during the Term and the Supplier shall not unreasonably withhold or delay its consent to any reasonable variation to the Contract as may be requested by the University from time to time.
- 49.2 Except as set out in this Contract, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Parties' Authorised Officers.

50 GOVERNING LAW

- 50.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

51 JURISDICTION

- 51.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULE 1 – DATA PROCESSING TERMS

1 DEFINITIONS

1.1 In these Terms the following words and phrases shall have the meanings set out opposite them.

Conditions	means the conditions of the Contract.
Contract`	means the agreement between the Parties for the provision of the Goods and/or Services of which these Terms form a part.
Data Controller	means a person or organisation who (either alone or together with other persons) determines the purposes and means of the Processing of Personal Data
Data Loss Event	means a data security breach or any event that results or may result in unauthorised use, access or disclosure, accidental or unlawful destruction, loss, alteration or theft of Personal Data.
Data Processor	means the person or organisation who Processes Personal Data on behalf of the Data Controller.
Data Protection Impact Assessment	means an assessment by the Data Controller of the impact of the envisaged Processing on the protection of the Personal Data.
Data Protection Laws	<p>means:</p> <p>a. all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the EU GDPR (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party; and</p> <p>b. the law of the European Union or any member state of the European Union to which a Party is subject, which relates to the protection of personal data including the EU GDPR.</p>
Data Subject	means an identified or identifiable living individual to whom the Personal Data relates and falling within the categories set out in Annex 1 to these Terms.
Delete or Deletion	means erasing or destroying the Personal Data or

	putting the Personal Data beyond use.
EU GDPR	means the General Data Protection Regulation ((EU) 2016/679) as it has effect in EU law.
Goods and/or Services	means the goods and/or services provided under the Contract to be provided by the Supplier.
Personal Data	means information relating to the Data Subjects who can be identified directly or indirectly from that information, the types of which are set out in Annex 1 to these Terms.
Point of Contact	means, for each party, the individual specified in Annex 1 to these Terms.
Privacy Notice	means a statement of the Data Controller to the Data Subject that describes the lawful ground, purpose and manner of Processing of the Personal Data.
Process and Processing	means any operation or set of operations which is performed on the Personal Data, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or Deletion.
Protective Measures	means appropriate technical and organisational measures as required under (as applicable) Article 32 of UK GDPR or EU GDPR, reviewed and approved by the University, which may include: pseudonymising and encrypting of Personal Data; ensuring confidentiality, integrity, availability and resilience of Processing systems and services; ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and regularly testing, assessing and evaluating the effectiveness of such adopted measures for ensuring the security of the Processing.
Purpose or Purposes	means the purpose or purposes for which the Personal Data is Processed by the Data Processor and which are set out in Annex 1 to these Terms.
Supervisory Authority	means the Information Commissioner in the UK or, where EU GDPR applies, as defined in the EU GDPR.
Terms	means these Terms for the Processing of the Personal Data by the Parties.

UK GDPR	has the meaning given to it in the Data Protection Act 2018.
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- 1.2 A reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK or EU 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 and reference to a policy, procedure or protocol of the University is a reference to the version of the policy, procedure or protocol from time to time in force.
- 1.3 In case of conflict or ambiguity between any provision contained in these Terms and any other provision of the Contract, the order of precedence at Clause 1.3 of the Conditions of the Contract shall apply.

2 ROLES OF THE PARTIES AND PERSONAL DATA TO BE PROCESSED

- 2.1 The University and the Supplier acknowledge that for the purpose of the Data Protection Laws, the University is the Data Controller and the Supplier is the Data Processor.
- 2.2 As the Data Controller of the Personal Data the University determines the Purposes for which, and the manner in which, the Personal Data is Processed.
- 2.3 The Supplier is the Data Processor of the Personal Data, which it Processes on behalf of the University in accordance with the terms of its data protection and information security policies, the Data Protection Laws and these Terms. The only Processing operations of Personal Data that the Supplier is authorised to perform are set out in Annex 1 of these Terms.
- 2.4 The University shares the Personal Data with the Supplier:
- 2.4.1 exclusively for the Processing Purposes outlined in Annex 1 of these Terms; and
- 2.4.2 in accordance with each Party's rights and obligations as set out in these Terms and the rights of Data Subjects as outlined in the Data Protection Laws and the University's Privacy Notice.
- 2.5 Each Party shall appoint a Point of Contact who will work with the other to reach an agreement on any issues arising from the Processing of the Personal Data and these Terms, and to actively improve the effectiveness of the Processing of Personal Data. The Parties Points of Contacts are as set out in Annex 1 of these Terms.

3 PURPOSES OF PROCESSING

- 3.1 The University shall share the Personal Data with the Supplier and the Supplier shall Process the Personal Data only for those Purposes set out in Annex 1 of these Terms.
- 3.2 The Supplier shall not Process any Personal Data in a way that is incompatible with the Purposes.
- 3.3 The Supplier shall:
- 3.3.1 retain securely the Personal Data until the Purposes are fulfilled; and

- 3.3.2 securely Delete any Personal Data which is no longer required for such Purposes; unless required otherwise by the University or required by law.

4 PROCESSING OBLIGATIONS

- 4.1 Each Party must ensure compliance with the applicable Data Protection Laws at all times.
- 4.2 The Supplier shall, if requested by the University, provide all reasonable assistance to the University in the preparation of a Data Protection Impact Assessment prior to commencing any Processing of Personal Data. Such assistance may, at the discretion of the University, include:
 - 4.2.1 a systematic description of the envisaged Processing and the Purposes of the Processing;
 - 4.2.2 an assessment of the necessity and proportionality of the Processing in relation to the provision of the Goods and/or Services;
 - 4.2.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 4.2.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of the Personal Data.
- 4.3 The Supplier undertakes in respect of the Personal Data Processed by it:
 - 4.3.1 to keep the Personal Data confidential, to only Process the Personal Data in an appropriate manner to maintain security, and to only use or disclose the Personal Data as provided in these Terms, at the specific request of the University or as required by law. If a law requires the Supplier to Process or disclose Personal Data, the Supplier shall promptly notify the University of this requirement before disclosing the Personal Data and give the University the opportunity to challenge or object to the requirement unless prohibited by law from doing so;
 - 4.3.2 to limit its Processing of Personal Data to the Processing operations set out in Annex 1 of these Terms;
 - 4.3.3 to Process the Personal Data for such Purposes of Processing and with such manner of Processing as strictly determined and instructed by the University;
 - 4.3.4 to Process the Personal Data only with the agreement of the University and on the documented instructions from the University and as required by law;
 - 4.3.5 to Process the Personal Data fairly, lawfully and in a transparent manner in accordance with the rights of Data Subjects under the Data Protection Laws, as the Data Subjects would reasonably expect and in ways that do not have unjustified adverse effects on the Data Subjects;
 - 4.3.6 to use the University's Privacy Notice, as set out at Annex 1 or such other notice as has been approved by the University under Clause 4.3.7 of these Terms;
 - 4.3.7 to only collect Personal Data for the University using the University's Privacy Notice or a method that the University specifically pre-approves in writing, which contains an approved data privacy notice informing Data Subjects of the University's identity and its appointed data protection representative, the purpose or purposes for which their Personal Data will be Processed, and any other information that, having regard to the specific circumstances of the collection and expected

Processing, is required to enable fair Processing. The Supplier shall not modify or alter the University's Privacy Notice (or any other such privacy notice as the University may have approved for use by the Supplier) in any way without the University's prior written consent;

- 4.3.8 to notify the University immediately if it considers that any of the University's instructions contravene the Data Protection Laws;
- 4.3.9 to ensure it has in place appropriate Protective Measures to keep the Personal Data safe from a Data Loss Event. Such Protective Measures shall be appropriate, taking into account: (i) the nature, scope, context and Purposes of the Processing and the Personal Data to be protected; (ii) the risk, likelihood and severity of harm that might result from a Data Loss Event; (iii) the state of technological development; and (iv) the cost of implementing any such measures. The Supplier's Protective Measures as at the date of the Contract and these Terms include, but are not limited to, those measures set out in Annex 2 of these Terms. The Supplier shall ensure that such Protective Measures are subject to a process for regular testing, assessing and evaluating their effectiveness for ensuring the security of the Personal Data and Processing;
- 4.3.10 to ensure that:
 - 4.3.10.1 only such of its employees or agents who may be required during the course of their employment or agency to perform tasks relating to the Processing Purposes have access to the Personal Data;
 - 4.3.10.2 such employees or agents are adequately trained in the use, care, protection and handling of Personal Data as set out in the Data Protection Laws, that they understand the Supplier's obligations under this Agreement, agree to comply with these and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality in relation to all Personal Data Processed by the Supplier on behalf of the University under these Terms; and
 - 4.3.10.3 it has taken all reasonable steps, including suitability checks, to ensure the reliability and integrity of such employees or agents and their appropriate compliance with the Data Protection Laws and the Supplier's obligations under these Terms;
- 4.3.11 to maintain complete and accurate records in relation to the Processing and make available to the University and without undue delay all information necessary to demonstrate compliance with these Terms and the Data Protection Laws,
- 4.3.12 to reasonably assist with audits and inspections organised by the University in relation to the Processing of the Personal Data; and
- 4.3.13 to supply the University with any reasonably requested evidence about its Processing of the Personal Data, including of any subcontracting, without undue delay.
- 4.4 Within 30 days (or, in the case of Clause 4.4.3 of these Terms, within 60 days) of the earlier of the termination or expiry of the Contract, the termination of the Processing or as directed by the University at any time then, unless the University instructs otherwise, the Supplier shall:
 - 4.4.1 at the University's option, Delete or return the Personal Data by secure transfer (in such format as notified to the Supplier by the University);

- 4.4.2 Delete existing copies of all Personal Data subject to compliance with the Data Protection Laws and always provided that the Supplier shall ensure the security and confidentiality of all such Personal Data, and provide evidence of the same to the University on request;
- 4.4.3 where any Personal Data is contained on back-up files this shall be Deleted and all additional concluding actions related to the Deletion shall be completed within 60 days from the date referred to in Clause 4.4 of these Terms; and
- 4.4.4 confirm in writing to the University's Point of Contact when Deletion has been successfully completed.

5 DATA TRANSFERS AND SUBCONTRACTING

- 5.1 The Supplier shall not engage a subcontractor to Process the Personal Data unless the University has approved in advance and in writing the intended subcontractor and its intended Processing of the Personal Data and the other conditions set out in this Clause 5 of these Terms have been met. Those subcontractors (if any) which the University has approved as at the date of the Contract and these Terms are as listed in Annex 1 of these Terms.
- 5.2 For any subcontractor appointed in accordance with Clause 5.1 of these Terms, the Supplier shall:
 - 5.2.1 ensure a written data processing agreement between the Supplier and the subcontractor is put in place which imposes on the subcontractor the same data protection obligations as apply to the Supplier under these Terms;
 - 5.2.2 ensure the subcontractor complies with these Terms and the Data Protection Laws;
 - 5.2.3 ensure the subcontractor can provide sufficient guarantees that they have in place or will implement before they Process the Personal Data appropriate Protective Measures in such a manner that its Processing will meet the requirements of Clause 4.3.9 of these Terms;
 - 5.2.4 ensure the subcontractor is listed in Annex 1 of these Terms at the time the Contract comes in to existence or by variation in accordance with Clause 8.3 of these Terms and Clause 49 of the Conditions; and
 - 5.2.5 remain fully liable for all acts and omissions of its subcontractors.
- 5.3 Notwithstanding any approval given by the University under Clause 5.1 of these Terms, the Supplier (or any subcontractor) shall not transfer or otherwise Process the Personal Data outside the UK unless the University's prior express and specific written consent has been obtained. The University may withhold its consent at its absolute discretion.
- 5.4 Any consent granted by the University under Clause 5.3 of these Terms shall be subject to the following conditions being fulfilled:
 - 5.4.1 appropriate safeguards have been provided in relation to the transfer in accordance with Articles 45 or 46 of UK GDPR and these have been agreed with the University;
 - 5.4.2 the Data Subjects have enforceable rights and effective legal remedies;
 - 5.4.3 the Supplier complies with its obligations under the Data Protection Laws by providing an adequate

level of protection to any Personal Data that is transferred; and

- 5.4.4 the Supplier complies with reasonable instructions notified to it in advance by the University with respect to the Processing of the Personal Data.

6 DATA LOSS EVENTS

- 6.1 The Supplier is under a strict obligation upon becoming aware of a Data Loss Event to notify the University (such notification to be to the Point of Contact identified in Annex 1 of these Terms) promptly, without undue delay, and in any event no later than 24 hours after becoming aware of the Data Loss Event. The Supplier shall provide information relating to the Data Loss Event as soon as it becomes known or as reasonably requested by the University including:
- 6.1.1 details of the Personal Data compromised, including whether the Personal Data had been encrypted, hashed or otherwise rendered incomprehensible, inaccessible or unintelligible for unauthorised persons,
 - 6.1.2 information on the Data Subjects affected, such as categories and the number of Data Subjects affected,
 - 6.1.3 the categories and number of information data records affected,
 - 6.1.4 a description of the nature of the Data Loss Event,
 - 6.1.5 when the Data Loss Event took place (date or time period) and suspected cause,
 - 6.1.6 the likely consequences of the Data Loss Event, and
 - 6.1.7 any recommendations to minimize harm.
- 6.2 The Supplier shall use all reasonable endeavours to mitigate and, where possible, to remedy the effects of any Data Loss Event and shall provide such assistance as the University may require in relation to the handling of the Data Loss Event and any notification required to Data Subjects or any Supervisory Authority. The Supplier shall not notify the Data Subjects or any Supervisory Authority unless such notification is required by law or is otherwise approved by the University.

7 DATA SUBJECT ACCESS REQUESTS, OTHER REQUESTS AND COMMUNICATIONS

- 7.1 The Supplier shall reasonably assist the University with meeting the University's compliance obligations under the Data Protection Laws including in relation to Data Subject rights and reporting to and/or consulting with Supervisory Authorities under the Data Protection Laws.
- 7.2 The Supplier shall notify the University without undue delay and in any event within 24 hours of receipt by the Supplier of:
- 7.2.1 a Data Subject access requests in relation to the Processing of the Personal Data;
 - 7.2.2 a request to rectify, block or erase any Personal Data;
 - 7.2.3 any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;

- 7.2.4 any communication from a Supervisory Authority in connection with the Personal Data Processed under these Terms; or
- 7.2.5 a request from any third party for disclosure of Personal Data and compliance with such request is required by law.
- 7.3 Following the Supplier's notification to the University of any matter referred to in Clause 7.2 of these Terms, the Supplier shall promptly provide the University with any further information relating to the matter as soon as such further information becomes available; and shall co-operate and assist the University to respond. For the purposes of Clause 7.2 of these Terms, the Supplier shall not respond to any request or communication which it receives directly without the University's prior authorisation, unless required by law to do so. If the Supplier is required by law to respond to such a request or communication, the Supplier will notify the University within the timescale specified in Clause 7.2 of these Terms and provide a copy of the request and response unless legally prohibited from doing so.

8 TERM, VARIATION AND TERMINATION

- 8.1 These Terms shall apply for the duration of the Contract.
- 8.2 The Parties shall review the effectiveness of this Processing arrangement every 12 months and following any Data Loss Event, having consideration to the requirements of the Contract and the Purposes and effectiveness of Processing. The Parties may continue, extend, vary or terminate these Terms and, where applicable, the Contract depending on the outcome of this review.
- 8.3 No variation of these Terms shall be effective unless it is contained in a written instrument signed by both Parties and annexed to these Terms and the Contract in accordance with Clause 49 of the Conditions.
- 8.4 Either Party may terminate the Contract and these Terms forthwith by notice in writing if the other Party is in material breach of any obligation under these Terms and, where capable of remedy, the breach has not been remedied within 30 days of the non-breaching Party's written notice to the other Party to do so.
- 8.5 If a change in any Data Protection Laws prevents either Party from fulfilling all or part of its obligations under the Contract, the Parties shall suspend the active Processing of Personal Data until that Processing complies with the new requirements. If the Parties are unable to bring the Personal Data Processing into compliance with the Data Protection Laws within 30 days, they may terminate the Contract and these Terms on written notice by one Party to the other.
- 8.6 Upon termination of these Terms for any reason, the Supplier shall immediately cease the active Processing of the Personal Data. In that case, Clause 4.4 of these Terms shall apply.
- 8.7 Notwithstanding anything in the Contract to the contrary, any provision of these Terms that expressly or by implication should come into or continue in force on or after the termination of these Terms or the Contract in order to protect Personal Data or to enable a Party or a Data Subject to exercise its rights shall remain in full force and effect.

9 GENERAL

- 9.1 The Parties shall try and resolve any dispute arising from these Terms in good faith through discussions. If the disagreement cannot be resolved within 14 days of it arising, the matter shall be referred for resolution to the Parties' Points of Contact.
- 9.2 Where the Parties' Points of Contact are unable to resolve the dispute within 30 days of the matter being referred to them, the dispute may be referred for resolution:
- 9.2.1 under the dispute resolution as set out in the Conditions; or
- 9.2.2 in the absence of a dispute resolution mechanism under the Conditions, by the Parties entering into mediation in good faith in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties within 14 days of the initial referral for mediation, the mediator will be nominated by CEDR.
- 9.3 Each party shall manage its own costs in relation to compliance with these Terms and the Data Protection Laws.
- 9.4 Subject to Clause 9.6 of these Terms, the Supplier shall indemnify, keep indemnified and defend at its own expense the University against all costs, claims, damages or expenses incurred by the University or for which the University may become liable whether directly or indirectly as a result in whole or in part of any act or omission of the Supplier, its employees, agents or subcontractors or any breach of these Terms by such parties. The indemnity given by the Supplier under this Clause 9.4 of the Terms shall not be subject to any exclusion or limitation on the Supplier's liability under the Conditions.
- 9.5 Subject to any liability which cannot be legally excluded or limited and Clause 9.6 of these Terms the University's aggregate liability to the Supplier under these Terms shall be subject to and included within the same aggregate cap as applies to the University's liability under the Conditions.
- 9.6 A Party which has fines imposed on it by a Supervisory Authority shall have no right to recover these from the other Party under these Terms.
- 9.7 These Terms shall be governed by and construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the Courts of England and Wales.

ANNEX 1 TO THE DATA PROCESSING TERMS

Duration of these Terms	Unless otherwise agreed in writing by the Parties, the duration of these Terms shall match the duration of the Contract including any earlier termination or term extensions under the Contract.
Purpose of Processing	<p>[Guidance for completion: This is the reason or reasons why the Supplier needs to process the Personal Data. At the highest level this will be to enable the Supplier to provide the Goods and/or Services under the Contract but where possible describe this at a secondary more detailed level]</p> <p>[insert purpose or purposes of Processing]</p>
Processing operations	<p>[Guidance for completion: This relates back to the definition of Processing which means any operation or set of operations which is performed on the Personal Data, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or Deletion. If the University has specified that the Supplier can only carry out certain Processing operations then these should be set out here.]</p> <p>[Insert Processing operations which the Supplier has been authorised to perform]</p>
Categories of Data Subjects	<p>[Guidance for completion: This should include an exhaustive list of all of the categories of individuals whose Personal Data will be Processed by the Supplier. For example: <i>prospective students of the University, students of the University and alumni of the University, employees of the University etc.</i>]</p> <p>[Insert exhaustive list of categories of Data Subject]</p>
Types of Personal Data	<p>[Guidance for completion: This should include an exhaustive list of all of the types of Personal Data which will be Processed e.g. <i>name, email address, age, IP address etc.</i> If the types of Personal Data include any <u>special category data</u> this should be listed in the <u>next box below</u>. Special category data is Personal Data which relates to: <i>racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health or data concerning a person's sex life or sexual orientation</i>. NB: Processing special category Personal Data must fall within one of the strict conditions under Article 9 of UK GDPR otherwise it is prohibited.]</p> <p>[Insert exhaustive list of types of Personal Data to be Processed]</p>

	(other than special category Personal Data).			
	<u>Types of Special Category Data (if any)</u> [Insert exhaustive list of types of special category Personal Data to be Processed or indicate "not applicable"]			
University's Privacy Notice	The University's Privacy Notices (as amended or updated from time to time) can be viewed using the URL below: https://www.shu.ac.uk/about-this-website/privacy-policy/privacy-notices			
Supplier sub-contractors (if any)	Subcontractor Name	Why does the subcontractor need access to the Personal Data	Location and (if outside the UK) the transfer mechanism	Types of Personal Data the subcontractor will Process
	[insert name]	[explain why the subcontractor needs access to the Personal Data i.e. what will they be doing with it]	[insert the location of the subcontractor / where it will Process the Personal Data and the transfer mechanism / safeguards (under one of Article 45 to 47 UK GDPR) which enables them to Process Personal Data outside the UK.]	[insert list of types of Personal Data the subcontractor will Process]
Supplier's Protective Measures	[Guidance for completion: The Supplier's Protective Measures will include those details provided by the Supplier in its completed Data and Supplier checklists which are reviewed by SHU's IT Security and Information Governance Teams together with any clarifications or further information provided by the Supplier as part of SHU's due diligence and review of these. Copies of the checklists etc. should be included at Annex 2 of the Terms]			

	As included at Annex 2 of these Terms.
Point of Contact for the University	<p><u>For general enquiries:</u></p> <p>Data Protection Officer</p> <p>Email: dpo@shu.ac.uk</p> <p>Tel: 0114 225 3361</p> <p><u>To report a Data Loss Event:</u></p> <p>IT Helpdesk</p> <p>Email: ITHelp@shu.ac.uk</p>
Point of Contact for the Supplier	<p>Name/Position: [insert name or position]</p> <p>Email: [insert email address]</p> <p>Tel: [insert telephone]</p>

ANNEX 2 OF THE DATA PROCESSING TERMS – SUPPLIER’S PROTECTIVE MEASURES

[Insert Supplier’s Data and Supplier Checklists and any additional information or clarifications provided to the SHU IT Security and Information Governance Teams as part of their due diligence of the Supplier]