

Queen's University Belfast Standard Conditions of Contract

1. Definitions

'We','Us' and 'Our' means Queen's University Belfast.

'You' and 'Your' means the person, firm or company to whom the purchase order is addressed and any employees, sub-contractors or agents of said person, firm or company.

'Goods' means the materials, articles, works and services described in the contract.

'Package' means any type of package including bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers.

'Authorised Officer' means our employee authorised, either generally or specifically, by us to sign our purchase order, confirmation of which may be obtained from the Procurement Office of Queen's University Belfast.

'Authorised' means signed by one of our authorised officers.

'Purchase Order' means our authorised purchase order which refers to these general conditions of purchase on its face.

'Contract' has the meaning given in Condition 2 below.

'Conditions' these conditions here appearing, incorporated to the Contract.

'Variation' has the meaning given in Condition 4

'Force Majeure Event' any circumstance event outside a party's control which affects the performance of its obligations under the Contract, which shall include without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, riots, war, armed conflict, impositions of sanctions or embargos;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by government (local, regional or central government) or public authority;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) interruption or failure of utility service.

'Price' has the meaning given in Condition 3 below.

'Sale of Goods Act 1979' shall mean the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994.

'Supply of Goods and Services Act 1982' shall mean the Supply of Goods and Services Act 1982 as amended by the Sale and Supply of Goods Act 1994.

'UK Data Protection Legislation' shall mean all applicable data protection and privacy legislation in force from time to time in the UK including:

- (a) the Data Protection Act 2018;
- (b) the UK GDPR;

- (c) The Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC;
- (d) the Privacy and Electronic Communications; Regulations 2003 (SI 2003/2426) as amended; and
- (e) any laws which implement or amend any such laws in the UK; and
- (f) the guidance codes of practice issued by the Commissioner or other relevant regulatory authority and applicable to a party.

'UK GDPR' shall mean the General Data Protection Regulation ((EU) 2016/679) as retained pursuant to the European Union (Withdrawal) Act 2018 and as amended pursuant to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020.

Interpretation

Reference to party or parties shall mean the parties to the Contract.

Reference to 'Controller', 'Processor', 'Data Subject', 'Personal Data', 'Personal Data Breach', the 'Commissioner', 'processing' and 'appropriate technical and organisation measures' shall be as defined in the UK Data Protection Legislation.

Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to such as in force from time to time and as amended, extended, ore re-enacted and shall include any subordinate legislation in force under it.

2. The Contract

You agree to sell and We agree to purchase the goods in accordance with the Contract. The Contract shall comprise (in order of precedence): the purchase order, these general conditions of purchase and any other document (or part document) referred to on the purchase order. These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom or course of dealing. The purchase order shall be deemed to be accepted on the earlier of (a) You issuing written acceptance of the purchase order; or (b) You doing any act consistent with fulfilling the purchase order, which shall include but not limited to delivery of the Goods.

3. Price

- [a] You will sell us the Goods for the firm and fixed price stated in the Contract.
- [b] Prices in relation to all Goods provided by the Supplier shall be quoted in British Pounds (Sterling) unless otherwise agreed.
- [c] Prices that have been fixed from the start of the Contract, or during the Contract will remain fixed for the period agreed.
- [d] The Price shall include the cost of packaging, insurance, delivery, unloading, siting within Our premises, storage, packing, stacking, carriage, installation and commissioning (as applicable) of the Goods but shall exclude VAT.
- e] No extra charges will be effective unless agreed in writing by both Parties and signed by Us. You shall not increase Prices in relation to all Goods provided to Us under the terms of the Contract,

unless such price increase arises pursuant to a variation requested by Us in accordance with Condition 4.

- [f] You will use all reasonable endeavours to achieve the maximum efficiencies possible.
- [g] You shall promptly notify Us of any relevant reduction in the costs of provisions that may affect the Price. Such reductions will result in a corresponding reduction in the Price within no more than 10 days of notification and immediately wherever possible.
- [h] For the avoidance of doubt, any discounts offered from catalogue/list prices shall not decrease during the period of the Contract pursuant to Condition 3[a].

4. Variations

- [a] We can request a change to the Contract. Such change may include a change to the quantity of Goods stated on the purchase order, the delivery date or delivery location. Such a change is hereinafter called a 'Variation'.
- [b] We may request a Variation by issuing You with written notification, which shall detail the nature of the proposed change. Such requested Variation may include a change to the quantity or specification of Goods stated on the purchase order providing sufficient information so that You can assess the extent of the proposed Variation including whether it may give rise to an increase in costs.
- [c] We shall submit applications for a Variation in writing a minimum of 30 days in advance of the effective date of the proposed Variation, giving an opportunity for negotiation and clarification.
- [d] Should You seek a change in Price following notification of the proposed Variation, where applicable, We may ask You to substantiate any such request by showing a clear linkage to those matters which are driving any such increase, for our consideration.
- [e] If the proposed Price variation is approved, We shall communicate such approval in writing, confirming the agreed terms of the Variation, including the date from which it shall take effect.
- [e] In the event that the Parties are unable to agree a Variation in connection with the Contract, You should continue to perform Your obligations under the Contract without variation or We may terminate the Contract with immediate effect by giving written notice to You.

5. Quality and Description

- [a] You shall warrant that the Goods shall:
 - (i) conform in every respect with the provisions of the Contract;
 - (ii) be capable of all standards of performance specified in the Contract;
 - (iii) be fit for any purpose made known to You expressly or by implication and in this respect, We rely on your skill and judgement;
 - (iv) be new (unless otherwise specified on the purchase order) and be of sound materials and skilled and careful workmanship;
 - (v) correspond to their description or any samples, patterns, drawings, plans and specifications referred to in the Contract;
- [vi] be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
- [vii] comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
- [viii] be free from defects in design, material and workmanship and remain so for the duration of the Warranty Period after delivery.

6. Your Obligations

- [a] You shall at Your own cost, discharge all export, transit and import clearance formalities and comply with all laws and regulations required by the countries of export, transit and import in respect of the Goods. Such formalities shall include but not limited to the following:
- (i) obtaining such approvals, authorisations, permits, permissions, licences for research and commercial use, registrations, commodity codes, export and import licences and the requisite economic registration and identification number(s) as are required from time to time for the movement of the Goods to Northern Ireland;
 - (ii) all acts necessary in relation to all security clearances for the export, transit and import of the Goods;
 - (iii) discharging all obligations arising from pre-shipment inspections in respect of the Equipment, including where relevant those measuring, quality, weighing and counting checks;
 - (iv) subject to Condition 3[d] in respect of the payment of VAT, discharge all import duties, tariffs, clearance charges, taxes, brokers' fees and other amounts payable in connection with the export, transit and import of the Goods; and
 - (v) all other acts required to obtain the requisite official authorisation arising in connection with the export, transit and import of the Goods.
- [b] You undertake to attend to and complete in a proper and efficient manner all necessary documents, payments and formalities in connection with the export, transit and import of the Goods, pursuant to the obligations set out at Condition 6[a] above.
- [c] You shall make the information cited at Condition 6[a](i) available to Us as soon as practically possible following request for such information.

7. Equality

- [a] In providing the Goods, You shall comply with all applicable fair employment, equality of treatment and anti-discrimination. You shall use Your best endeavours to ensure that in its employment practices in the delivery of the Goods under the Contract, You will have due regard to the need to promote equality of treatment and opportunity between:
- (i) persons of different religious background or political opinions;
 - (ii) men and women or married or unmarried persons;
 - (iii) persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave);
 - (iv) persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997);
 - (v) persons with and without a disability (within the meaning of the Disability Discrimination Act 1995);
 - (vi) persons of different ages; and
 - (vii) persons of differing sexual orientation.
- [b] You shall, to the extent relevant to delivery of the Goods, comply with Our Equality, Diversity and Inclusion Policy <http://www.qub.ac.uk/directorates/HumanResources/hr-filestore/Filetoupload,866894.en.pdf>

- [c] You shall take all necessary steps to secure the observance of Conditions 7[a]-[b] by all your servants, employees, agents and subcontractors engaged by You in the performance of the Contract.

8. Progress and Inspection

- [a] You shall, at Your expense, provide any programmes of manufacture and delivery that We may reasonably require. You shall notify Us without delay, in writing, if Your progress falls behind, or may fall behind, any of these programmes.
- [b] We may inspect and test the Goods at any time before delivery, with such inspection time to be agreed by You (or Your subcontractors as applicable). Your subcontracts shall reserve such inspection right for Us.
- [c] If following such inspection or testing We consider that the Goods do not conform or are unlikely to conform with Your warranty at Condition 3[a] above, We shall inform You and You or Your subcontractors shall immediately take such remedial action as is necessary to ensure compliance in advance of delivery.
- [d] We may conduct further inspections and tests after You have carried out those remedial actions envisaged by Condition 8[c] above.
- [e] You 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 Your obligations under the Contract.

9. Package

Unless otherwise stated in the Contract, all Packaging must be removed at point of delivery at Your expense and leave Our premises in a clean and safe condition.

10. Safety

- [a] You shall comply with all applicable law, statute, order, regulation, directives, code of practice or relevant international agreements in force in the UK and applicable to Northern Ireland in relation to health, safety and environment, were applicable to the Goods the subject of the Contract.
- [b] Where applicable, all Goods must be CE marked and UKNI marked.
- [c] Hazardous Goods and food must be marked in accordance with the requirements applicable in Northern Ireland and accompanied with Hazardous Goods data sheets together with any other relevant risk, safety phrases and emergency information in English.
- [d] If the Contract involves any works or services which You perform on Our premises, then the following Conditions shall apply:
 - (i) You shall ensure that You and Your employees, Your subcontractors and their employees, and any other person associated with You, will adhere in every respect to the obligations imposed on you by current safety legislation.
 - (ii) You shall ensure that You and Your employees, Your sub-contractors and their employees, and any other person associated with You, will comply with any regulations that We may notify to You in writing.
- [e] You shall comply with current and, as it becomes updated monitor and implement, UK Government and Public Health Agency advice in relation to COVID-19 in its entirety. You shall ensure that protection measures including equipment if required are implemented and made available to all personnel and visitors under Your control. In addition, You shall consider and

implement (if You deem necessary) any sector specific guidance in relation to COVID-19. When on Our premises You shall (and procure that Your subcontractors) comply with all locally requested measures and directions in relation to health and safety.

11. Delivery

- [a] The goods shall be properly packed, secured and despatched at Your expense to arrive in good condition at the time or times and the place or places specified in the Contract. The time of delivery shall be of the essence.
- [b] Delivery of the Goods shall be completed on the completion of unloading and siting of the Goods at the place or places specified in the Contract.
- [c] You shall not deliver the Goods in instalments without Our prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by You to deliver any one instalment on time or at all, or any defect in an instalment, shall entitle Us to the remedies set out at Condition 12.
- [d] If You or Your carrier deliver any goods at the wrong time or to the wrong place then We may deduct from the price any resulting costs of storage or transport.

12. Late Delivery

- [a] If the Goods, or any part of them, are not delivered by the time or times specified in the Contract, then We may, at our option and without prejudice to any other remedy available to Us, exercise any one or more of the following rights and remedies:
 - (i) by written notice, cancel any undelivered balance of the Goods;
 - (ii) agreed a later delivery date with You, provided We shall not be obliged to pay the costs in respect of the Goods not delivered;
 - (iii) return for full credit, and at Your risk and expense, any Goods that, in Our opinion, cannot be used owing to the cancellation pursuant to Condition 12[a];
 - (iv) arrange to supply or procure the supply of all or part of the Goods from a third party supplier and recover from You any costs incurred by Us in obtaining such substitute goods from the third party;
 - (v) terminate the Contract; and/or
 - (vi) claim damages for any other costs, loss or expenses incurred by Us which are in any way attributable to Your failure to deliver in accordance with the Contract.
- [b] The conditions of this Condition 12 shall apply to any repaired or replacement Goods supplied by You.
- [c] Our rights and remedies under the Conditions are in addition to Our rights and remedies implied by statute and at common law.

13. Payment

- [a] You may invoice Us for the Price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery in accordance with Condition 11[b].
- [b] You shall ensure that the invoice includes the date of the purchase order, the purchase order number, Our reference, Your VAT registration number and any other supporting documents that We may reasonably request.
- [c] We shall pay correctly rendered and undisputed invoices within 90 days of receipt of the invoice.

- [d] 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.
- [e] You shall indemnify Us on a continuing basis against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on Us at any time in respect of Your failure to account for or to pay VAT relating to the payments under the Contract. Any amounts due under this Condition 13[e] shall be paid by You to Us no less than 5 days before the date upon which the tax or other liability is payable by Us.

14. Property and Risk

- [a] You shall bear all risks of loss or damage to the Goods until they have been delivered in accordance with the Contract and shall insure accordingly.
- [b] Ownership of the Goods shall pass to Us
 - (i) when the Goods have been delivered, but without prejudice to Our right of rejection under this contract, and
 - (ii) if We make any advance or stage payment, at the time such payment is made, in which case You must, as soon as possible, mark the goods as Our property.

15. Acceptance

- [a] If the Goods do not comply with the warranty at Condition 3[a] above, at our option we shall have the right to exercise one or more of the following remedies:
 - (i) reject the Goods in whole or in part, whether or not paid for in full or in part, within a reasonable time of delivery at Your risk and expense. It is agreed that We may exercise the right of rejection notwithstanding any provision contained in section 11 or section 15A or section 30 (subsections 2A and 28) or section 35 of the Sale of Goods Act 1979;
 - (ii) require that you replace the Goods with new Goods that conform with this Contract pursuant to Condition 16 or provide a full refund for the price of the rejected goods (if paid);
 - (iii) arrange to supply or procure the supply of all or part of the Goods from a third party and recover all costs incurred by Us in obtaining such substitute goods from the third party;
 - (iv) terminate the Contract; and/or
 - (v) to claim damages for any other costs, loss or expenses incurred by Us which are anyway attributable to Your failure to deliver the Goods in compliance with the Contract.
- [b] In the event We terminate the Contract pursuant to this Condition 15, You shall promptly repay any monies paid under the Contract without any retention or offset whatsoever.
- [c] In the event that we exercise one or more of the remedies under this Condition 15, it shall be without prejudice to any other rights or remedies We may have as implied by statute and at common law.
- [d] You must collect all rejected Goods within a reasonable time of rejection or We shall return them to You at Your risk and expense.

16. Defective Goods

It is expressly agreed between Us that:

- [a] You shall promptly make good, at Your expense, any defect in the Goods that we discover under proper usage, during the first of 12 months of actual use, or 18 months from the date of

acceptance by Us, whichever period shall expire first. Such defects may arise from Your faulty design, your erroneous instructions as to use or inadequate or faulty materials or poor workmanship or any other breach of Your obligations whether in this Contract or at law.

- [b] Repairs or replacements will themselves be covered by the warranty at Condition 3[a] and subject to the remedies set out at Condition 15, but for a period of 12 months from acceptance by Us.
- [c] You will ensure that compatible spares are available to facilitate repairs (where applicable) for a period of at least 10 years from the date of delivery of the goods.

17. Data Protection

- [a] Both parties will comply with all applicable requirements of the UK Data Protection Legislation. This condition is in addition to and does not relieve, remove or replace a party's obligations under the UK Data Protection Legislation.
- [b] The parties acknowledge that for the purposes of the UK Data Protection Legislation:
 - (i) Where applicable - We shall be the Controller and You shall be the Processor in respect of any Personal Data that is processed in accordance with Part 1 of Schedule 1;
 - (ii) Where applicable - You shall be the Controller and We shall be the Processor in respect of any Personal Data that is processed in accordance with Part 2 of Schedule,

which sets out the scope, nature and purpose of processing by the applicable Processor, the duration of the processing, the types of Personal Data and categories of Data Subject.

- (iii) You accept responsibility to ensure part 1 and part 2 of Schedule 1 are completed by both parties and You accept all liability for any subsequent Data Breach, where this has not been completed.
- [c] Without prejudice to the generality of Condition 17[a], to the extent that either party acts as the Controller, that party will ensure that it has all necessary consents and notices in place to enable the lawful transfer of the Personal Data to the Processor for the duration and purposes of the Contract.
- [d] Without prejudice to the generality of Condition 17[a], and to the extent that either party acts as the Processor, that party shall:
 - (i) process the Personal Data only on the documented written instructions of the Controller which are set out in the Schedule, unless the Processor is required by the UK Data Protection Legislation to otherwise process that Personal Data. You acknowledge We shall rely upon the UK Data Protection Legislation as the basis of processing of Personal Data (if any). Where You are relying on UK Data Protection Legislation as the basis for processing Personal Data, You shall promptly notify Us before performing the processing required by the UK Data Protection Legislation, unless said legislation prohibits You from notifying Us;
 - (ii) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Controller, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or

- accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (iv) not transfer any Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (1) the Processor has provided appropriate safeguards in relation to the transfer;
 - (2) the data subject has enforceable rights and effective legal remedies;
 - (3) the Processor complies with its obligations under the UK Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (4) the Processor complies with reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data.
 - (v) assist the Controller, at the Controller's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (vi) notify the Controller without undue delay on becoming aware of a Personal Data Breach;
 - (vii) at the written direction of the Controller, delete or return Personal Data and copies thereof to the Controller on termination of the Contract unless required by the UK Data Protection Legislation to store the Personal Data; and
 - (viii) maintain complete and accurate records and information to demonstrate its compliance with this Condition 17[d] and allow for audits by the Controller or the Controller's designated auditor and immediately inform the Controller if, in the opinion of the Processor, an instruction infringes the UK Data Protection Legislation.
- [e] Without prejudice to Condition 17[a], You consent to Us appointing only the third-party processors outlined within the Schedule (if any) as third-party processors of Personal Data under the Contract. We confirm that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms that are substantially similar to those set out in this Condition 17 and in either case which We undertakes reflect and will continue to reflect the requirements of the UK Data Protection Legislation.
- [f] Subject to consent of the other party, either party may, at any time on not less than 30 days' written notice, revise this Condition 17 by replacing it with any applicable controller to processor standard clauses or similar terms adopted by the Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement duly signed by both parties).

18. Indemnity and Insurance

- [a] You shall indemnify us against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever including direct, indirect or consequential losses and all other professional costs suffered (if any) which We may incur, either at common law or by statute, as a result of or in connection with:
- (i) any claim made against Us by a third party in respect of personal injury to, or death of, any person, or in respect of any loss or destruction of, or damage to, property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of You, Your employees, agents or subcontractors;
 - (ii) any claim made against Us by a third party arising out of or in connection with the supply of the Goods or otherwise your performance under this Contract, to the extent such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by You, Your employees, agents or subcontractors; and
 - (iii) any claim made against Us 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, to the extent that the claim is attributable to the acts or omissions of You, Your employees, agents or subcontractors.
- [b] You shall hold satisfactory insurance cover with a reputable insurer to fulfil your insurance obligations for the duration of this contract. You shall effect insurance against all those risks arising from Your indemnity in Condition 18[c]. Satisfactory evidence of such insurance and payment of current premiums shall be shown to Us upon request.

19. Recovery of Sums Due

Whenever, under the Contract, any sums of money shall be recoverable from, or payable by You, they may be deducted from any sums then due, or which at any later time may become due to You under this contract or under any other contract You may have with Us.

20. Matters Beyond Control

- [a] Provided it has complied with Condition 20[b], if a party is prevented or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of the 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. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended to the same extent as those of the Affected Party.
- [b] The Affected Party shall:
- (i) 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;
 - (ii) use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations; and
 - (iii) subject to Condition 20[c], resume performance of its obligations as soon as reasonably possible after the cessation of the Force Majeure Event.

- [c] If the Force Majeure Event prevents or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks the party not affected by the Force Majeure Event may terminate this Contract by giving 2 weeks written notice to the Affected Party.

21. Articles on Loan and Use of Information

- [a] All tools, materials, drawings, specifications and other equipment and data (the 'Articles') loaned by Us to You in connection with the Contract shall remain always Our property and be surrendered to Us upon demand in good and serviceable condition (fair wear and tear allowed) and are to be used by You solely for the purpose of completing the contract. You agree that no copy of any of the articles will be made without the consent, in writing, of an authorised officer of the University. Until You return all the articles to Us, they shall be at Your risk and insured by You at Your own expense against the risk of loss, theft or damage. Any loss of, or damage to, such articles shall be made good by You at Your expense. All scrap arising from the supply of such articles must be disposed of at our discretion and all proceeds of sales of such scrap must promptly be paid to us in full.
- [b] Any information derived from Our property, or otherwise communicated to You in connection with the Contract, shall be kept secret and confidential and shall not, without the consent, in writing, of an authorised officer of the University be published or disclosed to any third party, or made use of by You, except for the purpose of implementing the Contract.

22. Ownership of Results

If the Contract involves design and/or development work:

- [a] All rights in the results of work arising out of, or deriving from, this Contract, including inventions, designs, copyright and knowledge, shall be Our property and we shall have the sole right to determine whether any letters patent, registered design, trademark and other protection shall be sought.
- [b] You shall promptly communicate to Us all such results and shall, if requested, and at Our expense do all acts and things necessary to enable Us or Our nominee to obtain letters patent, registered designs and other protection for such results, in all territories, and to assign the same to Us or Our nominee.
- [c] You shall ensure that all technical information (including computer programs and programming information) arising out of, or deriving from, this contract is held in strict confidence, except for any such information which becomes public knowledge, other than by breach of this contract.

23. Infringement of Patents

With the exception of Goods made to Our design or instructions, You warrant that neither the Goods, nor Our use of them, will infringe any patent registered design, trademark, copyright or other protected right and undertake to indemnify Us against all actions, claims, demands, costs, charges and expenses arising from, or incurred by, reason of any infringement or alleged infringement of any such right.

24. Non-observance of Conditions

If You breach or fail to observe any provision of this Contract, We may give you written notice of such breach or non-observance and You shall have 28 days from receipt of the notice in which to rectify the

breach or non-observance. Should You fail to rectify the breach or non-observance, then We shall have the right to give you written notice terminating the Contract with immediate effect.

25. Your Insolvency

If You become insolvent or bankrupt or (being a company) make an arrangement with Your creditors, or have an administrative receiver or administrator appointed or commence to be wound up (other than for the purposes of amalgamation or reconstruction), We may, without replacing or reducing any other of our rights, terminate the Contract with immediate effect by written notice to You or any person in whom the Contract may have become vested.

26. Assignment and Subcontracting

The Contract shall not be assigned by You nor subcontracted as a whole. You shall not subcontract any part of the Contract without Our written consent, but We shall not refuse such consent unreasonably. The restriction contained in this Condition shall not apply to subcontracts for any part of which the makers are named in the contract. You shall be responsible for all work done and goods supplied by all sub-contractors.

27. Corrupt Gifts

In connection with this, or any other contract between You and Us, You shall not give, provide, or offer to Our staff and agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Condition, We shall, without prejudice to any other rights we may possess, be at liberty forthwith to terminate this, and any other contract, and to recover from You any loss or damage resulting from such termination.

28. Anti-Bribery and Anti-Corruption

You shall:

- [a] comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ('Relevant Requirements');
- [b] not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- [c] have and shall maintain in place throughout the term of the Contract Your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 (section 7(2) and any guidance issued under section 9, sections 6(5) and 6(6) of that Act and section 8 of that Act respectively) to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
- [d] ensure that all persons associated with Your firm, including employees and subcontractors, or other persons who are performing services in connection with this agreement comply with this Condition; and

In the event of any breach of this by You or by anyone employed by You or acting on your behalf (whether with or without your knowledge):

- [e] You shall immediately give the University full details of any such breach and shall co-operate fully with the University in disclosing information and documents which the University may request; and/or

- [f] the University shall (without prejudice to any of its rights or remedies under the Contract or otherwise) be entitled by notice in writing to terminate the Contract immediately; and
- [g] You shall be liable for, and shall indemnify and keep the University indemnified, in respect of any and all loss resulting from such termination.

In any dispute, difference or question arising in respect of:

- (i) the interpretation of this Condition; or
 - (ii) the right of the University to terminate the Contract; or
 - (iii) the amount or value of any gift, consideration or commission,
- the decision of the University shall be final and conclusive.

29. Modern Slavery

In performing its obligations under the Contract, You shall ensure that You and/or Your subcontractors:

- [a] comply with all applicable laws, statutes, regulations in force including but not limited to the Modern Slavery Act 2015; and
- [b] take reasonable steps to ensure that there is no modern slavery or human trafficking in Your or Your subcontractor's supply chains or in any part of their business

You must inform Us in writing in the event that there are any substantial changes to the supply chain and where applicable, upon request, provide a risk analysis and action plan to Us.

30. Waiver

A failure at any time to enforce any provision of the Contract shall in no way affect the right, at a later date, to require complete performance of the Contract, nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

31. Termination

31.1 Termination on Breach

We may terminate the Contract with immediate effect by giving written notice to You if:

- [a] You breach the Contract and if:
 - (i) You have not within ten (10) working days or such other longer period as may be specified by Us, after issue of a written notice to You specifying the breach and requesting it to be remedied:
 - (1) remedied the breach; and
 - (2) put in place measures to ensure that such breach does not recur, in each case to our satisfaction or
 - (ii) the breach is not, in our opinion, capable of remedy;
- [b] in the event of a conviction for dishonesty by any one or more of the Your directors, partners or members, which conviction might reasonably be expected to lead to the striking off of the individual(s) concerned;
- [c] Our right to terminate upon Your breach has been identified elsewhere within these Conditions.

31.2 Termination on Change of Control

- [a] We may terminate the Contract by notice in writing in the event of:
 - (i) being notified in writing that a Change of Control (as defined in section 574 of the Capital Allowances Act 2001) has occurred or is planned or in contemplation; or
- [b] where no notification has been made, the date that We become aware of the Change of Control.

31.3 Termination on Notice

- [a] We shall have the right to terminate the Contract in all or part at any time by giving You three Months' written notice (which shall include the date on which the suspension is to take effect).
- [b] Where We terminate this Contract under this Condition, We shall indemnify You against any commitments, liabilities or expenditure which represent an unavoidable direct loss to You, by reason of the termination of this Contract, provided that You take all reasonable steps to mitigate such losses. Where You hold insurance, We shall only indemnify You for those unavoidable direct costs that are not covered by the insurance available. You shall submit a fully itemised and costed list of unavoidable direct losses which You are seeking to recover from Us, with supporting evidence, of losses reasonably and actually incurred by You as a result of termination under this Condition.
- [c] We shall not be liable under this Condition to pay any sum which:
 - (i) was claimable under insurance held by You, where You have failed to make a claim on your insurance, or have failed to make a claim in accordance with the procedural requirements of the insurance policy;
 - (ii) when added to any sums paid or due to You under this Contract, exceeds the total sum that would have been payable to You if this Contract had not been terminated prior to the expiry of the Contract Period; or
 - (iii) is a claim by You for loss of profit, due to early termination of this Contract.

31.4 Consequences of Expiry or Termination

On termination of the Contract for any reason, You shall, at our request and at Your cost:

- [a] immediately return to Us all our Confidential Information and Personal Data in Your possession or in the possession or under the control of any permitted suppliers or subcontractors, which was obtained or produced in the course of providing the Goods;
- [b] except where the retention of Our Personal Data is required by Law, promptly destroy all copies of Our Data and provide written confirmation to Us that Our Data has been destroyed;
- [c] immediately deliver to Us in good working order (but subject to allowance for reasonable wear and tear) all the property (including materials, documents, information and access keys but excluding real property) issued or made available to You by Us in connection with the Contract.
- [d] return to Us any sums prepaid in respect of the Goods not provided by the date of expiry or termination (howsoever arising);
- [f] Save as otherwise expressly provided in the Contract:
 - (i) Termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

- (ii) Termination of this Contract shall not affect the continuing rights, remedies or obligations of either Party which expressly or by implication have effect after termination.

32. Notice

All notices and communications required to be sent by You or Us in this contract shall be made in writing and sent by first class mail and, if sent to You, sent to your registered or head office and if sent to Us, sent to the Procurement Office, Queen's University Belfast, Administration Building, College Park, Belfast, BT7 1NN, and shall be deemed to have reached the party to whom it is addressed on the next business day following the date of posting.

33. Amendment

No addition, alteration or substitution of these Conditions will bind Us or form part of the Contract unless, and until, accepted in writing by an authorised officer of the University.

34. Publicity

Following award of this Contract, should You wish to publicise its engagement with Us, approval **must** be sought, from the University's Head of Communications & External Affairs, in advance of the publication of any such information. Requests for approval should be forwarded, accompanied by the proposed wording, to:-

Head of Communications & External Affairs
Room 02 054
Lanyon South
Queen's University Belfast
BT7 1NN

SCHEDULE 1 DATA PROCESSING

PART 1 – Processing by You as a Processor (SUPPLIER NOTE – 17.B (iii))

The subject matter of the processing	The processing relates to the provision of Goods to Us.
The duration of the processing	The processing will continue for as long as the Contract is in place and subject to each party's respective data retention requirements.
The nature and purpose of the processing	The nature of the processing is the provision of the Goods, the subject of the Contract
The types of personal data being processed	The names, contact details and email addresses of Our employees involved in the management of the Contract
The categories of data subjects	Our employees
Permitted purposes	To record Us as a customer; to manage the Contract You have with Us; to provide information in respect of the Goods and delivery thereof; and to discharge the obligations on Your part in respect of the Contract
Permitted recipients	[DRAFTING NOTE - This should set out to who the permitted recipients of Personal Data, for the permitted processing purposes are under this Contract (if any). E.g. list any approved subcontractors.]

PART 2 – Processing by Us as a Processor (SUPPLIER NOTE – 17.B (iii))

The subject matter of the processing	The processing relates to the provision of Goods from You to Us.
The duration of the processing	The processing will continue for as long as the Contract is in place and subject to each party's respective data retention requirements.
The nature and purpose of the processing	The nature of the processing is the provision of the Goods the subject of the Contract
The types of personal data being processed	The names, contact details and email addresses of Your employees involved in the management of the Contract
The categories of data subjects	Your employees
Permitted purposes	To record You as a supplier; to provide instruction in respect of the Contract We have with You have with Us; to request information in respect of the Goods and arrange delivery thereof; and to discharge the obligations on Our part in respect of the Contract, such as payment
Permitted recipients	[DRAFTING NOTE - This should set out to who the permitted recipients of Personal Data, for the permitted processing purposes are under this Contract (if any). E.g. list any approved subcontractors.]

