

## 1. University of Sussex Conditions of Purchase INTERPRETATION

In these Conditions, the following definitions apply:

**"We", "Us" and "Our"** means the University of Sussex.

**"You" and "Your"** means the person, firm or company to whom the Purchase Order is addressed and your employees, subcontractors or agents performing the obligations under the Contract.

**"Authorised Officer"** means the person(s) authorised by Us to issue Our Purchase Order for and on behalf of the University of Sussex.

**"Authorised"** means issued by one of Our Authorised Officers.

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**"Conditions"** means these conditions of purchase.

**"Contract"** has the meaning given in Condition 2.1 below.

**"Data Controller"** has the meaning set out in the Data Protection Laws;

**"Data Protection Laws"** means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data to which a party is subject, including the Data Protection Act 2018, the UK General Data Protection Regulation, the Privacy and Electronic Communications Regulations 2003 and, to the extent applicable, the General Data Protection Regulation (EU) 2016/679;

**"Deliverables"** means all documents, products and materials developed by You as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, Specifications and reports (including drafts).

**"Goods"** means the goods to be provided as described in the Contract.

**"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, performer's property rights, rights in computer software, database right, rights in confidential information and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, these rights, and all similar or equivalent rights or forms of protection in any part of the world.

**"Losses"** means losses, liabilities, damages, compensation, awards, payments made under settlement arrangements, claims, proceedings, costs and other expenses including fines, interest and penalties, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, legal and other professional fees and expenses;

**"Modern Slavery Policy"** means the University's anti-slavery and human trafficking policy in force and notified to the Supplier from time to time;

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

**"Personal Data"** has the meaning set out in the Data Protection Legislation;

**"Purchase Order"** means Our Authorised Purchase Order which shall incorporate these Conditions.

**"Services"** means the services, including without limitation any Deliverables, to be provided by You as described in the Contract.

**"Specification"** means the description or specification for the Goods and/or Services issued by us or agreed in writing between You and Us.

1.1 In these Conditions, unless the context requires otherwise, the following rules apply:

1.1.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.1.2 a reference to a party includes its personal representatives, successors or permitted assigns;

1.1.3 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.1.4 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.1.5 a reference to **writing** or **written** includes faxes.

## 2. THE CONTRACT AND STATUS

2.1 You agree to sell and we agree to purchase the Goods and/or Services in accordance with the Contract. The Contract shall comprise: the Purchase Order, these Conditions and any other documents referred to in the Purchase Order.

2.2 To the extent of any inconsistency or conflict only, the following order of precedence shall apply: the Purchase Order shall have precedence over the Conditions, which shall have precedence over any other document (unless expressly stated otherwise in the Purchase Order).

2.3 The supply by You of any Goods and/or Services shall be strictly subject to the Conditions. The Conditions shall apply to the exclusion of any other terms that You may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. By supplying the Goods and/or Services You shall be deemed to have accepted the Conditions in full.

2.4 This Contract constitutes a contract for the provision of Goods and or Services and is not a contract of employment and accordingly You shall be fully responsible for and shall indemnify Us for and in respect of:

2.5 (to the extent not already deducted or withheld pursuant to clause 3.5) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by You or Your staff in respect of the Services, where such recovery is not prohibited by law. You shall further indemnify Us against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by

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Us in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;

2.6 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by You or Your staff against Us arising out of or in connection with the provision of the Services except where such claim is as a result of any act or omission of Us.

### 3. PRICE

3.1 The price of the Goods and/or Services shall be the price as stated in the Contract, or, if no price is quoted the price shall be the price set out in your published price list in force as at the date the Contract came into existence.

3.2 The price of the Goods and/or Services is exclusive of amounts in respect of value added tax ("**VAT**"), but shall include any and all costs of storage, packaging, insurance, delivery, carriage, installation, commissioning and all other taxes and/or duties (as applicable). No extra charges or increase in the price shall be effective unless agreed in writing by Us.

3.3 You shall be responsible for any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by You and Your staff in respect of delivering the Services.

3.4 We shall, on receipt of a valid VAT invoice from You, pay to You such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services under the Contract. It is Your responsibility to ensure that the VAT is paid to the relevant authority.

3.5 If We reasonably consider that We are obliged by law to do so, We may make deductions or withholdings from the price of the Services in respect of any liability to income tax or employee national insurance contributions arising from or in connection with either the performance of the Services or any payment or benefit received by You or Your staff in respect of the Services.

### 4. AMENDMENTS AND CANCELLATION

4.1 We shall have the right, before delivery or performance, to amend or cancel the Contract.

4.2 If an amendment to the Contract has the effect of a change to the price, delivery or performance date then you must suspend performance of the Contract and notify Us of the updated price, delivery or performance information.

4.3 We may, in our absolute discretion, accept the updated price, delivery or performance date. Any such acceptance is subject always to these Conditions and shall be notified to You in writing by Our Authorised Officer. If We do not notify You of the same within 20 Business Days, the Contract will be cancelled and, save as set out below, We shall have no liability to You.

4.4 If we cancel a Contract in respect of all or part of the Goods and/or Services, You shall discontinue all work on the Contract and We shall pay any direct and proven costs incurred by You in relation to work-in-progress at the time of cancellation. For the avoidance of doubt, such costs shall not include any loss of profits, consequential or indirect losses and shall not exceed the price of the Goods and/or Services to which the cancellation relates.

## 5. PAYMENT

5.1 Unless otherwise agreed in writing, invoices must be sent by email to [invoices@sussex.ac.uk](mailto:invoices@sussex.ac.uk) and must quote the full Purchase Order number. Invoices that do not include a valid Purchase Order number will not be paid, unless otherwise agreed in writing.

5.2 Subject to the Goods and/or Services complying with any relevant Specification, We shall pay correctly rendered invoices within 30 days of receipt of the invoice. Unless agreed otherwise, Payment shall be made by BACS transfer to the bank account nominated to Us by You in writing.

5.3 We shall not be held responsible for delays in payment caused by delays in delivery of Invoices or Your failure to comply with Our invoicing instructions.

5.4 You shall have the right to charge us interest at a rate of 3% on any outstanding amounts due to You under the Contract.

5.5 Without prejudice to any other rights and remedies We may have, We shall be entitled to set off against the price any amount owed to Us by You under the Contract or otherwise.

## 6. THE GOODS AND SERVICES

6.1 You warrant to Us that any Goods shall:

6.1.1 conform in every respect with the provisions of the Contract and any description contained in any applicable Specification;

6.1.2 be capable of all standards of performance specified in the Contract;

6.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979), and fit for any purpose held out by You or made known to the You by Us expressly or by implication, and in this respect We rely on Your skill and judgement;

6.1.4 correspond to their description and/or any samples, patterns, drawings, plans and Specifications referred to in the Contract;

6.1.5 be new and where applicable, free from defects in design, material and workmanship and remain so for 12 months after Delivery (unless otherwise specified in the Purchase Order);

6.1.6 unless otherwise agreed, contain no asbestos content; and

6.1.7 comply with all applicable laws, statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery in force at the time of supply.

6.2 You warrant to us that any Services shall:

6.2.1 conform in every respect with the provisions of the Contract and be capable of all standards of performance specified in the Contract; and

6.2.2 comply with all applicable laws, statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery in force at the time of supply.

6.3 You warrant to Us that any Services shall be performed by appropriately qualified personnel acting in accordance with good

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industry practice and in accordance Our instructions for the provision of such Services.

Order, the order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any); and

6.4 You warrant to Us that any Services will comply in every respect with all relevant Specifications.

9.1.3 if You require Us to return any packaging material to You, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to You at Your cost.

6.5 Unless otherwise agreed in writing, You are responsible for the removal of all waste materials arising out of or in connection with the Services from Our premises.

6.6 You shall maintain all the licences, permissions, authorisations, consents and permits required in order for You to carry out Your obligations under the Contract.

9.2 You shall deliver the Goods or perform the Services:

**7. INTELLECTUAL PROPERTY RIGHTS**

9.2.1 on the date specified in the Contract, time being of the essence; and

7.1 All Intellectual Property supplied by Us to You in connection with the Contract (including without limitation any Specifications, data and confidential information) shall at all times remain Our property and is only to be used in connection with performance of Your obligations under the Contract.

9.2.2 to or at Our premises or such other location as is set out in the Contract, or as instructed by Us in writing prior to delivery ("**Delivery Location**").

7.2 Any and all rights, interest and title in and to Intellectual Property prepared or developed by Us or You under or in connection with the Contract shall vest in Us.

9.3 Without prejudice to our right to inspect the Goods prior to acceptance, delivery of the Goods shall be upon completion of unloading the Goods at the Delivery Location by You.

7.3 You acknowledge that any existing and future Intellectual Property rights created by or on behalf of You in conjunction with Us and in connection with the Goods or Services shall vest in Us and You hereby assign all such existing and future Intellectual Property rights to Us.

9.4 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 in Condition 10.4.

7.4 You warrant to us that neither the Goods or Deliverables nor Our use of them will infringe any Intellectual Property rights of a third party.

**10. TITLE AND RISK**

**8. HEALTH AND SAFETY AND ENVIRONMENTAL PROTECTION**

10.1 Without prejudice to any right of rejection which We may accrue and unless otherwise stated in the Contract, title to the Goods shall pass to Us upon the occurrence of the earlier of:-

8.1 In the performance of the Contract You shall comply with:

10.1.1 delivery of the Goods in accordance with Condition 9.3; or

8.1.1 all legal requirements of the United Kingdom, European Union and recognised industry standards in relation to the health and safety of personnel employed or appointed by You;

10.1.2 any payment being made by Us for or in relation to the Goods.

8.1.2 all legal requirements of the United Kingdom and the European Union in relation to the environment and waste disposal; and

10.2 Risk of damage to or loss of the Goods shall pass to Us on delivery.

8.1.3 any rules, regulations and policies issued by Us or notified to You in writing.

10.3 If title to the Goods passes to Us prior to delivery pursuant to Condition 9.3, then, until Delivery, You shall hold such Goods as Our fiduciary agent and bailee and shall at all times keep the Goods separate from any other and properly stored, protected and insured against all risks and identified as Our property.

8.2 You shall provide all necessary protection of Our premises when performing Your obligations under the Contract and restrict your activities solely to the areas of Our premises as designated by Us.

10.4 At any time, We shall be entitled to take possession of any Goods to which We have title. For these purposes We and Our agents or representatives shall be entitled at any time and on reasonable notice to enter upon any premises in which the Goods are stored or kept or reasonably believed so to be.

8.3 Electrical or other equipment belonging to You shall not be used on Our premises without Us having received prior notification and an opportunity to verify its safety.

**11. REMEDIES**

**9. DELIVERY**

11.1 If the Goods are not delivered on the date they are due as referred to in Condition 9.2, or do not comply with the undertakings set out in Condition 6.1, then, without limiting any of Our other rights or remedies (under the Contract or otherwise). We shall have the right to any one or more of the following remedies:

9.1 You shall ensure that:

9.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination as specified in the Contract in good condition;

11.1.1 to refuse to accept any subsequent delivery of the Goods which You attempt to make;

9.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase

11.1.2 to reject the Goods (in whole or in part) and return them to You at Your own risk and expense;

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- 11.1.3 to require You to repair or replace the rejected Goods, or provide a full refund of the price of the rejected Goods;
- 11.1.4 to recover from You any direct costs incurred by Us in obtaining substitute goods from a third party;
- 11.1.5 to claim damages for any other Losses incurred by Us arising out of or in connection with Your failure to carry out Your obligations under the Contract; or
- 11.1.6 to terminate the Contract.
- 11.2 These Conditions shall apply to any repaired or replacement Goods supplied by You.
- 11.3 If the Services are not performed on the date they are due as referred to in Condition 9.2, or do not comply with the undertakings set out in Condition 6.2, then without limiting any or Our other rights or remedies, We shall have the right to any one or more of the following remedies;
- 11.3.1 to refuse to accept any subsequent performance of the Services which You attempt to make;
- 11.3.2 to recover from You any direct costs incurred by Us in obtaining substitute services from a third party;
- 11.3.3 where We have paid in advance for Services that have not been provided by You, to have such sums refunded by You;
- 11.3.4 to claim damages for any other costs, loss or expenses incurred by Us arising out of or in connection with Your failure to carry out Your obligations under the Contract; or
- 11.3.5 to terminate the Contract with immediate effect by giving You written notice.
12. **INDEMNITY**
- 12.1 You shall indemnify Us in full from and against any Losses, awarded against or incurred or paid by Us as a result of or in connection with:
- 12.1.1 any breach of warranty or undertaking by You;
- 12.1.2 any liability under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 or any other legislation applicable to the Contract;
- 12.1.3 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 supply or use of the Goods or Services to Us by You;
- 12.1.4 any claim made against Us by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by You; and
- 12.1.5 any claim made against Us by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods or Services supplied to Us by You.
- 12.2 Our rights and remedies under these Conditions are in addition to any rights and/or remedies implied by statute and common law.

13. **INSURANCE**

During the term of the Contract You shall maintain in force, with a reputable insurance company, insurance to cover Your liabilities (actual and/or potential) under the Contract. You shall, on reasonable request, provide Us with the insurance certificate giving details of cover and proof that the current year's premium in respect of each insurance has been paid.

14. **CONFIDENTIAL INFORMATION**

You shall keep in strict confidence all technical or commercial know-how, Specifications, inventions, processes or initiatives which are disclosed to You by Us and any other confidential information concerning Our business, Our products or Our services which You may obtain. You shall only disclose such confidential information to those of Your employees, agents or subcontractors who need to know the same for the purpose of discharging Your obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential.

The provisions of this Condition 14 shall not apply to any information if such information is:

- (a) in the public domain, other than through the fault You, Your employees, agents or subcontractors; or
- (b) in Your possession before its disclosure by Us; or
- (c) obtained from a third party who is free to divulge the information concerned without a continuing restriction on its disclosure; or
- (d) independently developed by You.

15. **TERMINATION**

- 15.1 Without prejudice to Our other rights and/or remedies, We may terminate the Contract with immediate effect without liability to You by giving written notice if:
- 15.1.1 You commit a breach of any of Your obligations arising under the Contract and fail to remedy that breach (if capable of remedy) within 28 Business Days after receiving written notice of the breach; or
- 15.1.2 You suspend, or threaten to suspend, or cease or threaten to cease to carry on, all or substantially the whole, of Your business or trade; or
- 15.1.3 You have suspended or will suspend, or have threatened to suspend, payment of Your debts; or are unable to pay Your debts as they fall due; or You (being a company) are deemed unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986; or (being an individual) are deemed either unable to pay Your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or (being a partnership) has any partner to whom any of the foregoing apply; or
- 15.1.4 You commence negotiations with all or any class of Your creditors with a view to rescheduling any of Your debts, or make a proposal for or enter into any compromise or arrangement with Your creditors; or (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with Your winding up; (being an individual) You are the subject of a bankruptcy



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petition or order; (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed in relation to You; or (being a company) a floating charge holder over the any of Your assets has become entitled to appoint or has appointed an administrative receiver; or

- (a) committed an offence under the Modern Slavery Act 2015 (a **MSA Offence**); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

15.1.5 any event occurs, or proceedings are taken, against You in any jurisdiction to which You are subject that has an effect equivalent or similar to any of the events mentioned in Condition 15.1.1 to 15.1.4 inclusive.

15.2 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

17.1.2 You shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;

15.3 Any provisions of these Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

17.1.3 You shall notify Us immediately in writing if You become aware or have reason to believe that You, or any of Your officers, employees, agents or subcontractors have breached or potentially breached any of Your obligations under Condition 17.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of Your obligations.

**16. ANTI-BRIBERY**

16.1 You shall;

16.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");

17.2 Any breach of Condition 17.1 by You shall be deemed a material breach of the Contract incapable of remedy and shall entitle Us to terminate the Contract with immediate effect.

16.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

**18. ANTI-FACILITATION OF TAX EVASION**

16.1.3 comply with Our policies on Principal Ethics and Anti-bribery as We may update from time to time ("**Relevant Policies**");

18.1 You shall:

16.1.4 have and maintain in place throughout the term of the Contract Your own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and Condition 16.1.2 and enforce them where appropriate;

18.1.1 not engage in any activity, practice or conduct which would constitute either a:

16.1.5 promptly report to Us any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of the Contract; and

(a) UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or

16.1.6 immediately notify Us in writing if a foreign public official becomes Your officer or employee or acquires a direct or indirect interest in Your business, and You warrant that You have no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract.

(b) foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

18.1.2 have and shall maintain in place throughout the term of this Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation Your employees) and to ensure compliance with Condition 18.1.1;

16.2 For the purpose of this Condition 16, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

18.1.3 promptly report to the Us any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017;

18.1.4 within three months of the date of this agreement, and annually thereafter, certify to Us in writing signed by one of Your officers, compliance with this Condition 18 by You and all persons associated with it under Condition 18.2. You shall provide such supporting evidence of compliance as We may reasonably request.

**17. ANTI-SLAVERY**

17.1 You undertake, warrant and represent that:

17.1.1 neither You nor any of Your officers, employees, agents or subcontractors has:

18.2 You shall ensure that any person associated with You who is performing services and/or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on You in this Condition 18 ("**Relevant Terms**"). You shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Us for any breach by such persons of any of the Relevant Terms.

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- 18.3 Any breach of this Condition 18 shall be deemed a material breach of the Contract and shall entitle Us to terminate the Contract with immediate effect.
- 18.4 For the purposes of this Condition 18, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with You includes but is not limited to any of your subcontractor.
19. **GENERAL**
- 19.1 **Equality and Diversity**
- 19.1.1 You shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 19.1.2 You agree to take all reasonable steps to secure the observance of Condition 19.1.1 by all Your employees, agents, suppliers and sub-contractors employed in performance of the Contract.
- 19.2 **Data Protection**
- 19.2.1 For the purpose of this Condition 19.2, "**Controller**", "**Processor**", and "**Processing**" (and Process and Processed), shall have the meanings given to them in the Data Protection Laws.
- 19.2.2 The parties each acknowledge and agree that they may need to Process Personal Data relating to each party's representatives (in their respective capacities as Data Controllers) in order to (as appropriate): (a) administer and provide the Goods and/or Services; (b) request and receive the Goods and/or Services; (c) compile, dispatch and manage the payment of invoices relating to the Goods and/or Services; (d) manage the Contract and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Goods and/or Services
- 19.2.3 Each party shall Process such Personal Data relating to each party's representatives for the purposes set out in Condition 19.2.2 in accordance with their obligations under the Data Protection Laws. The parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of the United Kingdom, in order to carry out the activities listed in Condition 19.2.1, and in doing so each party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Laws.
- 19.2.4 Where and to the extent that You may Process Personal Data for and on behalf of Us as part of the Services, You shall be deemed the Processor and We shall be deemed the Controller.
- 19.2.5 You shall comply with the obligations imposed upon a Processor under the Data Protection Laws and shall co-operate with Us and take all such action as are necessary to enable Us to comply with Our obligations under the Data Protection Laws and shall not perform Your obligations under this Contract in such a way as to cause Us to breach any of Our obligations under the Data Protection Laws, expressly and without limitation:
- (a) the parties shall enter into a data sharing agreement that documents the
- 19.2.6 You shall indemnify and keep indemnified Us from and against all Losses suffered or incurred by Us arising out of or in connection with claims and proceedings arising from any breach of the Your obligations under this Condition 19.2.
- 19.3 **Force Majeure** We reserve the right to defer the date for performance of, or payment for, the Services, or to terminate the Contract, if We are prevented from, or delayed in, carrying on in Our business by act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster; epidemic, pandemic or other civil emergency; act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; law, judgment, order, decree, embargo, blockade, labour dispute including but not limited to strike, lockout or boycott; interruption or failure of utility service including but not limited to electric power, gas, water or telephone service; failure of the transportation of any personnel equipment, machinery supply or material required by the University for performance of the Contract; breach of Contract by any essential personnel; any other matter or cause beyond the control of Us.
- 19.4 **Notices**
- 19.4.1 All notices and communications given to a party under or in connection with the Contract shall be in writing and sent by first class post, addressed to Us at the address detailed on the Purchase Order and to You at Your registered office (if a company) or Your principal place of business (in any other case). A notice or other communication shall be deemed to have been received at 9.00 am on the second Business Day after posting.
- 19.4.2 The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.
- 19.5 **Severance**
- 19.5.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- nature of the processing in accordance with Article 28(3) of the UK General Data Protection Regulation, and the Processor shall comply with the obligations set out in Article 28(2), (3), and (4) of the UK General Data Protection Regulation and any other duties as set out in the Data Protection Act 2018;
- (b) no Personal Data shall be transferred outside the United Kingdom without the express approval of Us and such approval is subject to such further conditions or requirements of Us;
- (c) notification of any security breach, or breach of the Data Protection Laws by the Processor shall be made promptly and no later than twenty-four hours after the Processor became aware of such incident.

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| 19.5.2 | If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.  | 19.9  | <p><b>Subcontracting</b> You may not assign, transfer, charge, subcontract or deal in any other manner with any or all of Your rights or obligations under the Contract without the Our prior written consent (such consent not to be unreasonably withheld).</p>                                     |
| 19.6   | <p><b>Waiver</b> A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.</p> | 19.10 | <p><b>Variation</b> Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding if agreed in writing and signed by Our Authorised Officer.</p>   |
| 19.7   | <p><b>Freedom of Information</b> You acknowledge that We are subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and You agree to assist and co-operate with Us in complying with Our obligations under FOIA.</p>   | 19.11 | <p><b>Entire Agreement</b> The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.</p>                              |
| 19.8   | <p><b>Third party rights</b> The Contract does not create any right enforceable by any person who is not party to it in accordance with the Contracts (Rights of Third Parties) Act 1999.</p>   | 19.12 | <p><b>Governing law</b> The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law.</p>                                     |
|        |   | 19.13 | <p><b>Jurisdiction</b> The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract, its subject matter or formation (including non-contractual disputes or claims).</p> |