



STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS

- 1 **Introduction**
We are University College London (UCL), a public research university and a body corporate established by Royal Charter with company number RC000631 and whose registered office is at Gower Street, London WC1E 6BT. These Terms are the terms and conditions upon which UCL purchases products only. UCL has other terms and conditions for (i) the purchase of services only; and (ii) the purchase of both products and services.
- 2 **Definitions**
In these

original offer. It is at the moment Supplier unconditionally accepts UCL's offer that a contract (**Contract**) is made between

Processed by Supplier on behalf of UCL under the Contract; and (ii) shall be the Controller and Supplier shall be UCL's Processor in respect of all such Personal Data.

- 12.2 Where, under or in connection with a Contract, Supplier Processes Personal Data on behalf of UCL, Supplier shall Process Personal Data on behalf of UCL in connection with the provision of the products under the Contract for the duration of the Contract. The Personal Data Supplier Processes will be Personal Data collected by or provided to Supplier in connection with the provision of the products and, unless otherwise stated in UCL's purchase order or confirmatory email, as applicable, for the Contract, will:
- (a) be Personal Data of the UCL's staff and/or students; its customers', contractors' or commercial partners' staff; and/or other individuals that are the subject of, or otherwise connected with the provision of, all or any of the products; and
 - (b) consist of consist of

- (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) comply with such ethics, anti-bribery and anti-corruption policies of UCL from time to time in force as are provided to Supplier from time to time;
- (d) have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with all Regulations relating to anti-

that cannot be limited or excluded by law; and (iv) Supplier's liability under Clauses 5.2, 5.7, 9, 12, 13, 16.3 to 16.12 (inclusive) and 21.4.

- 21.2 Subject to Clause 21.1, neither Party shall be liable to the other for any indirect or consequential loss or indirect or consequential damage under or in connection with these Terms or any Contract.
- 21.3 In respect of a Contract and subject to Clause 21.1, each Party's total aggregate liability to the other Party under or in connection with the Contract (whether such liability arises under any statute or in contract, tort (including negligence) or otherwise) shall be limited to an amount equal to 200% of the total aggregate charges paid and/or payable by UCL to Supplier for the products under the Contract.
- 21.4 Supplier shall, in respect of a Contract, indemnify UCL against all costs (including the cost of defending any legal action brought against UCL), damages, losses and expenses suffered or incurred by UCL arising out of or in connection with any death, personal injury and/or loss of or damage to property: (i) caused by any default of Supplier or any Supplier Personnel in connection with the performance or purported performance of the Contract; (ii) suffered by any Supplier Personnel in the course of supplying the products and/or whilst on any UCL Premises; and/or (iii) caused by any fraud or wilful default by Supplier, its employees or sub-contractors.

22 Force majeure

- 22.1 Neither Party shall be liable to the other Party for any delay or failure to perform any obligation under a Contract to the extent that and for so long as the delay or failure is caused by a Force Majeure Event with effect on and from the date that the Affected Party gives notice to the Non-Affected Party in accordance with Clause 22.2(a), provided that (i) where the Affected Party is Supplier, Supplier has and continues at all times to comply with its obligations under Clause 15; and (ii) the Affected Party complies with the provisions of Clauses 22.2(a), 22.2(b) and 22.2(c).
- 22.2 Where a Party affected by a Force Majeure Event seeks to rely on the provisions of Clause 22.1 (**Affected Party**), the Affected Party shall:
- (a) give notice to the other Party (**Non-Affected Party**) as soon as reasonably possible of:
 - (i) the details of a Force Majeure Event, including the date it first occurred and its anticipated duration;
 - (ii) the way in which, and extent to which, the performance of the Affected Party's obligations are likely to be affected by the Force Majeure Event; and
 - (iii) any action that the Affected Party proposes to take to mitigate the effect of the Force Majeure Event;
 - (b) regularly update the information provided under Clause 22.2(a) throughout the period during which the performance of its obligations is affected;
 - (c) use reasonable endeavours in accordance with Good Industry Practice to continue to perform or resume the performance of its obligations under the Contract, including (where the Affected Party is Supplier) through the proper implementation of its business continuity plan; and
 - (d) notify the Non-Affected Party (i) that the Force Majeure Event has ended promptly following its ending; and (ii) of the date when it resumes proper performance of the affected obligations in accordance with the provisions of the relevant Contract.
- 22.3 Where, in respect of a Force Majeure Event, the Non-Affected Party is UCL and the Force Majeure Event (i) continues for a period of 30 days or more; and (ii) materially affects the performance of the relevant Contract in accordance with its terms, then UCL may terminate the Contract with immediate effect or on a specified date by giving notice of such termination to Supplier.

23 Resolution of disputes

- 23.1 All disputes arising under or in connection with these Terms or any Contract shall be referred to UCL's Commercial Director and a senior representative nominated by Supplier (**Representatives**) for resolution. The Representatives shall meet to resolve the dispute as soon as reasonably practicable after referral and in any event within seven days of such referral.
- 23.2 If a dispute is not resolved within 20 days of the dispute first being referred to the Representatives for resolution under Clause 23.1 then the Parties shall be entitled to commence legal proceedings in connection with the dispute or to settle the dispute through any other alternative dispute resolution procedure that the Parties may agree in relation to the dispute.
- 23.3 The performance of the respective Parties' obligations under a Contract shall not cease or be delayed by this dispute resolution procedure and each Party shall continue to fulfil its obligations under the Contract.
- 23.4 The existence of a dispute and all negotiations connected with such dispute shall at all times be and remain confidential subject to and in accordance with Clause 13. Nothing in this Clause 23 shall prevent either Party at any time from applying for any interim remedy pursuant to Part 25 of the Civil Procedure Rules (including injunctive relief).

24 General

- 24.1 Supplier shall not assign or dispose of, or sub-contract, any of Supplier's rights or obligations under these Terms or any Contract without UCL's prior written consent.
- 24.2 Supplier will in all cases act as principal in respect of a Contract and Supplier shall be responsible and liable to UCL for the acts and omissions of Supplier's employees, agents and sub-contractors. An obligation on Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon Supplier to procure that Supplier's employees, staff, agents and Supplier's sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.
- 24.3 A person who is not a party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Contract.
- 24.4 Except as otherwise expressly agreed in writing, all remedies available to Supplier or to UCL for breach of these Terms or any Contract are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 24.5 Except as otherwise expressly agreed in writing, nothing in these Terms or any Contract shall be construed as giving rise to the relationship of principal and agent or partnership or joint venture.
- 24.6 No delay or failure by a Party in exercising or enforcing any right or remedy under these Terms or any Contract will be deemed to be a waiver of any such right or remedy, nor will that failure operate to bar the exercise or enforcement of such right or remedy at any future time.
- 24.7 All notices required by these Terms and any Contract shall be ~~to~~ include an obligation