

LOUGHBOROUGH UNIVERSITY
TERMS AND CONDITIONS OF PURCHASE OF GOODS

1. DEFINITIONS AND INTERPRETATION (PART 1)

1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Section 2 below (Definitions) or the relevant Schedule in which that capitalised expression appears.

1.2 In this Contract, unless the context otherwise requires:

1.2.1 the singular includes the plural and vice versa;

1.2.2 references to a gender include the other gender and the neuter;

1.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

1.2.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.2.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

1.2.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.2.7 any references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under this Contract;

1.2.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of this Contract and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear; and

1.2.9 the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of this Contract.

2. DEFINITIONS & INTERPRETATION (PART 2)

2.1 For the purposes of the Contract, except where expressly stated to the contrary, the following words in capitals shall have the following meanings:

"AUTHORISED REPRESENTATIVE" means the individual authorised by a party to contractually bind that party. Authorised signatories shall be considered Authorised Representatives, unless other individuals are so designated in writing by the authorised signatories;

"CONDITIONS" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the University and the Seller;

“CONFIDENTIAL INFORMATION” means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the SELLER or the UNIVERSITY, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;

“CONTRACT” means this contract for the sale and purchase of the goods and, where applicable the supply and acquisition of the Services;

“CFA” means the Criminal Finances Act 2017;

“DATA CONTROLLER” shall have the same meaning as set out in the Data Protection Laws as defined below;

“DATA PROCESSOR” shall have the same meaning as set out in the Data Protection Laws as defined below;

“DATA PROTECTION LAWS” shall be as defined in the Data Protection Schedule;

“DATA PROTECTION SCHEDULE” shall refer to Schedule 1 to this Contract;

“DATA SUBJECT” shall have the same meaning as set out in the Data Protection Laws;

“DELIVERY ADDRESS” means the University’s address stated on the Order;

“ENVIRONMENTAL INFORMATION REGULATIONS” means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

“FOIA” means the Freedom of Information Act 2000, and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

“GOODS” means the goods (including any instalment of the goods or any part of them) described in the ORDER;

“INTELLECTUAL PROPERTY RIGHTS” means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“ORDER” means the UNIVERSITY'S purchase order on which these CONDITIONS are printed;

“PERSONAL DATA” shall have the same meaning as set out in the Data Protection Laws;

“PRICE” means the price of the GOODS and/or the charge for the SERVICES;

“PROCESS/PROCESSING” has the meaning given to it under the DATA PROTECTION LAWS;

“REQUEST FOR INFORMATION” means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

“SELLER” means the person to whom the ORDER is addressed;

“SERVICES” means the services (if any) described in the ORDER;

“SPECIFICATION” includes any plans, drawings, data or other information relating to the GOODS or SERVICES;

“SUB-CONTRACT” means a contract between two or more suppliers, at any stage of a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the CONTRACT.

“UNIVERSITY” means Loughborough University.

“WORKING DAY” means any day of the week upon which clearing banks in the City of London (UK) are open for business.

2.2 In these Conditions, the following rules apply:

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

2.2.2 a reference to a party includes its successors or permitted assigns.

3. BASIS OF PURCHASE

3.1 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the University or subject to which the Order is accepted or purported to be accepted by the Seller.

3.2 The Order constitutes an offer by the University to purchase the Goods and/or acquire the Services subject to these Conditions.

3.3 The Order shall be deemed to be accepted on the earlier of the Seller issuing a written acceptance of the Order; and the Seller doing any act consistent with fulfilling the Order.

3.4 No variation to the Order or these Conditions shall be binding unless agreed in writing between the Authorised Representatives of the University and the Seller.

4. SPECIFICATIONS

4.1 The quantity, quality and description of the Goods (and, if applicable, the Services) shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the University to the Seller or agreed in writing by the University and the Seller.

4.2 Any Specification supplied by the University to the Seller, or specifically produced by the Seller for the University, in connection with the Contract, together with the copyright, design rights or any other Intellectual Property Rights in the Specification, shall be the exclusive

property of the University. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as is reasonably required for the purpose of the Contract.

- 4.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.
- 4.4 The Seller shall not unreasonably refuse any request by the University to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to dispatch, and the Seller shall provide the University with all facilities reasonably required for inspection and testing.
- 4.5 If as a result of inspection or testing, the University is not satisfied that the Goods will comply in all respects with the Contract, and the University so informs the Seller within 14 days of inspection or testing, the Seller shall promptly take such steps as are necessary to ensure compliance.
- 4.6 The Goods shall be marked in accordance with the University's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

5. PRICE OF THE GOODS [AND SERVICES]

- 5.1 The price of the Goods [and the Services] shall be as stated in the Order and, unless otherwise so stated, shall be inclusive of any duties, imposts or levies (including any applicable value added tax, which shall be payable by the University subject to receipt of a valid VAT invoice) and also inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address.
- 5.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the University in writing.
- 5.3 The University shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

6. TERMS OF PAYMENT

- 6.1 The Seller shall be entitled to invoice the University on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.
- 6.2 Where the Seller submits an invoice to the University in accordance with clause 6.1, the University will consider and verify that invoice in a timely fashion.
- 6.3 The University shall pay the Seller any sums due under such an invoice no later than a period of 30 days from the date on which the University has determined that the invoice is valid and undisputed.
- 6.4 Where the University fails to comply with clause 6.2 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 6.3 after a reasonable time has passed.
- 6.5 The University shall be entitled to set off against the Price any sums owed to the University by the Seller.

7. DELIVERY

- 7.1 Delivery includes packaging, securing, dispatching, delivering, installing and commissioning the Goods at the Seller's expense. The Goods shall be delivered to, and the services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the University's usual business hours. The University reserves the right to amend any delivery instructions.
- 7.2 Where the date of delivery of the Goods or of performance of the Services is to be specified after placing of the Order, the Seller shall give the University reasonable notice of the specified date.
- 7.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 7.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.
- 7.5 The Seller shall not deliver the Goods in instalments without the University's prior written consent. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable. The packaging note should also note the outstanding balance of Goods still to be delivered.
- 7.6 The University shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the University has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 7.7 The Seller shall supply the University in good time with any instructions or other information required to enable the University to accept delivery of the Goods and performance of the Services.
- 7.8 The University shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any goods are accepted by the University.
- 7.9 Any access to premises and any labour and equipment that may be provided by the University in connection with delivery shall be provided without acceptance by it of any liability whatsoever and the Seller shall indemnify the University in full in respect of any actions, suits, claims, demands, losses, charges, costs and expenses which it may suffer or incur as a result of or in connection with any damage or injury occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any of the Seller's actions or omissions, or to any act or omission of its agents or employees.

8. RISK AND PROPERTY

- 8.1 Risk of damage to or loss of the Goods shall pass to the University upon delivery to the University in accordance with the Contract.
- 8.2 The property in the Goods shall pass to the University upon delivery (without prejudice to the University's right of rejection in accordance with clause 7.6 above, unless payment for the Goods is made prior to delivery, in such a case, it shall pass to the University once payment has been made.

9. WARRANTIES AND LIABILITY

- 9.1 The Seller warrants to the University that on delivery, the Goods:

- 9.1.1 will be of merchantable quality and fit for any purpose held out by the Seller or made known to the Seller in writing at the time the Order is placed;
 - 9.1.2 will be free from defects in design, material and workmanship;
 - 9.1.3 will correspond with any relevant Specification or sample as specified in the Contract; and
 - 9.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods including, but not limited to the provisions of the Consumer Rights Act 2015.
- 9.2 The Seller warrants to the University that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to the standard of quality as it is reasonable for the University to expect in all the circumstances.
- 9.3 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the University shall be entitled:
- 9.3.1 to terminate the Contract;
 - 9.3.2 to reject the Goods (in whole or in part) and return them to the Seller at the Seller's own risk and expense;
 - 9.3.3 to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 7 days; or
 - 9.3.4 at the University's sole option, and whether or not the University has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

10. INDEMNITY

- 10.1 The Seller shall fully indemnify the University and keep the University fully indemnified against all liabilities, losses, costs, damages, demands and expenses of every kind (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation or other economic losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the University as a result of or in connection with:
- 10.1.1 any breach by the Seller of any of the terms of the Contract;
 - 10.1.2 any claim made against the University for actual or alleged infringement of any third party's Intellectual Property Rights arising out of or in connection with the receipt, use of the Goods (or Services where applicable), to the extent that the claim is attributable to the acts or omissions of the Seller, its employees, agents or suppliers;
 - 10.1.3 any claim made against the University by a third party for death, personal injury or damage to property arising out of or in connection with the Contract, to the extent that such a claim is attributable to the acts or omissions of the Seller, its employees, agents or suppliers;
 - 10.1.4 any liability under the Consumer Protection Act 1987 in respect of the Goods; and
 - 10.1.5 any act or omission of the Seller or its employees or agents in supplying, delivering and installing the Goods.
- 10.2 This clause 10 shall survive termination of the Contract.

11. MATERIALS

- 11.1 The Seller acknowledges that all documents, photographs, prints, materials, plant, equipment, tools, drawings, specifications, software information and data supplied by the University to the Seller and all rights in such materials are and shall remain the exclusive property of the University. The Seller shall keep the University's materials in safe custody at its own risk, maintain them in good condition until returned to the University, and not dispose or use the same other than in accordance with the University's written instructions or authorisation.

12. TERMINATION

- 12.1 Without limiting its other rights or remedies, the University may terminate the Contract, or part thereof if written notice to the Seller is given, specifying the date from which termination shall be effective. In such event the University shall make reasonable payment to the Seller for all Goods delivered prior to the date of termination and any approved additional costs necessarily incurred by the Seller as a direct result of such termination.
- 12.2 Without limiting its other rights or remedies, the University may terminate the Contract, or any part thereof if:
- 12.2.1 the Seller commits a material breach of any term of the Contract and that breach is not capable of remedy; or
 - 12.2.2 written notice has been given to the Seller of a substantial or persistent breach stating the period during which such breach is to be rectified and the party given such notice has failed to satisfactorily remedy such breach within the period stated. For the purposes of clarification, the University may also terminate the Contract if notice has been given to the Seller of a substantial or persistent breach of clause 18 (Equality) and in so far as the breach is capable of remedy the Seller fails to remedy the breach within the period stipulated by the University.
 - 12.2.3 If the University terminates under either of clauses 12.2.1 or 12.2.2 above, the University may in addition to any of its other rights and remedies appoint an alternative seller to provide the Goods and may recover from the Seller any additional cost incurred over and above the Price in relation to the alternative seller providing the Goods.
- 12.3 Without limiting its other rights or remedies, either party may terminate the whole or any part of the Contract forthwith by giving written notice to the other party if:-
- 12.3.1 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its 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;
 - 12.3.2 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - 12.3.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other

- party with one or more other companies or the solvent reconstruction of that other party;
- 12.3.4 the other party (being an individual) is the subject of a bankruptcy petition or order;
- 12.3.5 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 12.3.6 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 over the other party (being a company);
- 12.3.7 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 12.3.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 12.3.9 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 12.3.1 to 12.3.8 (inclusive);
- 12.3.10 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- 12.3.11 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 12.4 Upon termination for whatever reason, the Seller shall immediately vacate any University premises which they occupy and return all materials as detailed in clause 11.
- 12.5 In any circumstances, any sums recoverable by the Seller under this clause shall not exceed the Price.

13. BUSINESS CONTINUITY

- 13.1 The Seller will maintain in place throughout the period of the Contract business continuity arrangements and will review those arrangements at appropriate intervals and, if necessary, update them, so as to ensure as far as reasonably practicable that in the event of unexpected circumstances, either within or external to the Seller's organisation, delivery of the Goods to the University is subject to the minimum of disruption.

14. FORCE MAJEURE

- 14.1 For the purposes of the Contract, Force Majeure Event means an event beyond the reasonable control of the party which is affected by it including but not limited to strikes, lock-outs or other industrial disputes (involving the workforce of any other party apart from the Seller), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

- 14.2 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under it if such delay or failure results from a Force Majeure Event.
- 14.3 The Seller shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.
- 14.4 If the Force Majeure Event prevents, hinders or delays the Seller's performance of its obligations for a continuous period of 28 days, the University may terminate the Contract immediately by giving written notice to the Seller.

15. CONFIDENTIALITY

- 15.1 A party (the "**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (the "**Disclosing Party**"), its employees, agents or subcontractors, and any other Confidential Information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or suppliers are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.
- 15.2 This clause 15 shall survive termination of the Contract.
- 15.3 Nothing in this clause 15 shall prevent the disclosure by the Receiving Party of any Confidential Information of the Disclosing Party to the Receiving Party's professional advisors (provided that they are under a professional duty of confidence equivalent to that which is imposed on the Seller under the Contract) or as compelled by law.
- 15.4 If the Seller enters or has entered into a separate confidentiality agreement with the University, the terms of such confidentiality agreement shall take precedence over this clause 15.

16. INTELLECTUAL PROPERTY

- 16.1 In respect of any Goods, information, data or other deliverables that are transferred to the University under the Contract, the Seller warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the University, it will have full and unregistered rights to transfer all such items to the University.
- 16.2 Where applicable, the Seller assigns to the University, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services.
- 16.3 The Seller shall obtain waivers of all moral rights in the Goods to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 16.4 The Seller shall, promptly at the University's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the University may from time to time require for the purpose of securing for the University the full benefit of the Contract, including all rights, title and interest in and to the Intellectual Property Rights assigned to the University in accordance with clause 16.2.

17. INSURANCE

- 17.1 The Seller shall effect and maintain throughout the continuance of the Contract, insurance policies with insurers under forms or policies satisfactory to the University which shall include, but not be limited to, the types and amounts set out in clause 17.4. The Seller shall bear any and all excesses, deductibles or franchises incorporated therein.
- 17.2 The Seller may be requested to provide the University with all insurance policies and Certificates of Insurance (“Certificates”). Certificates shall be provided within 15 days of such request. Failure to provide such Certificates may be taken by the University to indicate that the Seller has failed to meet its obligations to provide the insurance cover required under the Contract. The Seller shall also provide the University with updated Certificates on the renewal anniversary of any policies required hereunder.
- 17.3 The Seller shall give immediate written notice to the University and all insured parties in the event of cancellation or material change which may affect the University’s or any insured party’s interest.
- 17.4 The insurance policies referred to in clause 17.1 are:
- 17.4.1 insurance in accordance with employer’s liability insurance and occupational disease for an amount of not less than £10,000,000 (ten million pounds) (or such limit as notified by the University to the Seller in writing) per occurrence or series of occurrences arising from the one event, which shall comply with all applicable laws. Such insurance shall cover all employees of the Seller engaged in the performance of the Seller’s obligations under the Contract, and shall contain an indemnity to principals clause;
 - 17.4.2 public liability insurance with a combined bodily injury and property damage limit of not less than £10,000,000 (ten million pounds) (or such limit as notified by the University to the Seller in writing) or such other sum as may be specified by the University per occurrence or series of occurrences arising from the one event. Such insurance shall cover all employees of the Seller engaged in the performance of the Seller’s obligations under the Contract, and shall contain an indemnity to principals clause; and
 - 17.4.3 professional indemnity insurance for an amount of at least £2,000,000 (two million pounds) per claim occurring during any period of insurance (with no limit on the number of claims covered by the policy of insurance) or such other sum as may be specified in writing by the University. Such insurance shall contain an indemnity to principals clause. The Seller shall maintain Professional Indemnity insurance cover for the Services for the duration of this Agreement and for a period of six (6) years after completion of the Services.

18. EQUALITY

- 18.1 The Seller shall:
- 18.1.1 perform its obligations under the Contract and these Conditions (including, if relevant, those in relation to the Services) in accordance with:
 - (a) all applicable equality laws including the Equality Act 2010 (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (b) the University’s equality and diversity policy as in force from time to time;

- (c) any other requirements and instructions which the University reasonably imposes in connection with any equality obligations imposed on the University at any time under applicable equality law; and
- 18.1.2 take all necessary steps, and inform the University of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or any successor organisation;
- 18.1.3 twelve months from the date of the Contract and annually thereafter submit a report/statement to the University demonstrating its compliance with this clause.

19. PREVENTION OF BRIBERY & CORRUPTION

19.1 The Seller shall:

- 19.1.1 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 (the "**Relevant Requirements**");
- 19.1.2 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;
- 19.1.3 comply with the University's Ethics and Anti-bribery Policies as in force from time to time (the "**Relevant Policies**");
- 19.1.4 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 19.1.2, and will enforce them where appropriate;
- 19.1.5 promptly report to the University any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of the Contract;
- 19.1.6 immediately notify the University in writing if a foreign public official becomes an officer or employee of the Seller or acquires a direct or indirect interest in the Seller, and the Seller warrants that it has no foreign public officials as direct or indirect owners, officers or employees as at the commencement of the Contract.

19.2 The Seller shall ensure that any person associated with the Seller who is performing services in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Seller in this clause 19 (the "**Relevant Terms**"). The Seller shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the University for any breach by such persons of any of the Relevant Terms.

19.3 Breach of this clause 19 by the Seller shall be deemed a material breach incapable of remedy under clause 12.2.1.

19.4 For the purposes of this clause 19.41, 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. For the purposes of this clause 19, a person associated with the Seller includes but is not limited to any supplier of the Seller.

20. PREVENTION OF SLAVERY/FORCED LABOUR

- 20.1 Slavery: The Seller confirms that neither it nor any of its personnel (or those of its subcontractors) have been: (i) convicted of any offence; or (ii) the subject of an investigation, inquiry or enforcement proceedings involving slavery or human trafficking. The Seller shall: (i) comply with all applicable laws relating to slavery, including the Modern Slavery Act 2015; (ii) comply with the University's Anti-slavery Policy as in force from time to time; (iii) maintain a complete set of records to trace the supply chain of all the Goods and Services provided to the University under the Contract; (iv) implement a system of training for its employees, suppliers and subcontractors to ensure compliance with this clause²⁰ (and keep a record of all such training).
- 20.2 Supply Chain: The Seller shall not purchase any resources and/or materials that have been sourced from entities using forced labour. The Seller shall implement and maintain due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

21. DATA PROTECTION

- 21.1 The Seller shall comply with the obligations set out in the Data Protection Schedule.
- 21.2 Where the University receives Personal Data with respect to the Seller or any of the Seller's personnel, the University shall be a Data Controller with respect to such Personal Data, and handle it in accordance with the Data Protection Laws, as well as the University's [Insert Name] policy as in force from time to time.

22. DISPUTE RESOLUTION

- 22.1 The Parties shall resolve disputes arising out of or in connection with this Contract in accordance with the Dispute Resolution Procedure (Schedule 2).
- 22.2 The Seller shall continue to provide the Goods, (and Services if applicable) in accordance with the terms of this Contract until the dispute has been resolved.

23. CRIMINAL FINANCES ACT 2017

- 23.1 The Seller shall have in place processes, procedures, checks and balances in order to ensure it is able to comply with the requirements of the CFA. The Seller shall also procure that any sub-contractors it may engage to perform or assist with its compliance with the Contract, (in whole or in part), has the resources and infrastructure in place to enable compliance with the CFA in full.
- 23.2 The Seller shall cooperate with the University in full with regards to any audits which the University may reasonably undertake in order to examine the processes and practices of the Seller in the context of the requirements of the CFA.
- 23.3 The Seller shall promptly report to the University any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the CFA in connection with the performance of a Contract.
- 23.4 Breach of this Clause 23 shall be deemed a material breach of the Contract allowing the University to terminate it immediately on notice.

24. FREEDOM OF INFORMATION

- 24.1 The Seller acknowledges that the University is subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and co-operate with the University to enable the University to comply with these information disclosure requirements.

- 24.2 The Seller shall and shall procure that its suppliers shall:
- 24.2.1 transfer any Request For Information to the University as soon as practicable after receipt and in any event within three days of receiving a Request For Information;
 - 24.2.2 provide the University with a copy of all information in its possession or power in the form that the University requires within seven days (or such other period as the University may specify) of the University requesting that Information; and
 - 24.2.3 provide all necessary assistance as reasonably requested by the University to enable the University to respond to a Request For Information within the time for compliance set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations.
- 24.3 The University shall be responsible for determining at its absolute discretion whether any information:
- 24.3.1 is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations; and/or
 - 24.3.2 is to be disclosed in response to a Request For Information.
- 24.4 In no event shall the Seller respond directly to a Request For Information unless expressly authorised to do so by the University.
- 24.5 The Seller acknowledges that the University may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004), be obliged under FOIA or the Environmental Information Regulations to disclose Information:
- 24.5.1 without consulting with the Seller, or
 - 24.5.2 following consultation with the Seller and having taken its views into account.
- provided always that where clause 24.2 applies the University shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Seller advanced notice, or failing that, to draw the disclosure to the Seller's attention after any such disclosure.
- 24.6 The Seller shall ensure that all information produced in the course of or relating to the Contract is retained for disclosure and shall permit the University to inspect such records as requested from time to time.
- 24.7 The Seller acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the University may nevertheless be obliged to disclose Confidential Information in accordance with clause 24.2 of these Conditions.
- 24.8 This clause shall survive the expiry or termination of this Contract.

25. GENERAL

- 25.1 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 25.2 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or Sub-Contract any of its obligations under the Contract. The Seller shall include in every Sub-Contract a right for the Seller to terminate that Sub-Contract if the subcontractor fails to comply with applicable law (and a requirement that the subcontractor includes a provision having the same effect in any Sub-Contract which it awards). Where the University considers there are grounds for the exclusion of a subcontractor under Regulation 57 of the Public Contracts Regulations 2015

(whether or not the University constitutes a contracting authority under such regulation), then: (i) if the Authority finds there are compulsory grounds for exclusion, the Seller shall replace or not appoint the subcontractor; and (ii) if the University finds there are non-compulsory grounds, the University may require Seller to replace or not to appoint the subcontractor and the Seller shall comply with such requirement.

- 25.3 All notices given to a party under or in connection with the Contract shall be given in writing and be delivered by hand or sent by facsimile or first class post to the address of the relevant party as stated herein or to any subsequently notified address. Any notice sent by facsimile shall be deemed to have been served at the time of transmission. A notice sent by post shall be deemed to have been served two days after posting.
- 25.4 No waiver by the University or any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision. No failure or delay by the University 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 prevent or restrict the further exercise of that or any other right or remedy.
- 25.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 25.6 The Contract comprises the entire agreement between the parties to the exclusion of all other terms and conditions and prior or collateral agreements, negotiations, notices of intention and representations and the parties agree that they have not been induced to enter into the Contract on the basis of any representation. Furthermore, the parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth in the Contract.
- 25.7 The Contract shall be governed by the laws of England and the Seller and the University submit to the exclusive jurisdiction of the English Courts.

**Terms accepted for and on behalf
of Loughborough University**

.....
Authorised Signatory

.....
Print Name

Dated:

**Terms accepted for and on behalf
of [SELLER]**

.....
Authorised Signatory

.....
Print Name

Dated:

SCHEDULE 1

DATA PROTECTION SCHEDULE

WHERE THE Contractor PROCESSES PERSONAL DATA, THE TERMS SET OUT BELOW SHALL APPLY:

1. Definitions

In this Schedule, capitalised terms which are not defined below shall have the meanings attributed to them in the Conditions. The following words shall have the following meanings:

“Contract”	means the main Contract to be entered into between the University and the Contractor which expressly incorporates this Data Protection Schedule.
“Data Controller”	is as defined in applicable Data Protection Laws;
“Data Processor/s”	is as defined in applicable Data Protection Laws;
“Data Protection Authority”	means the Information Commissioner’s Office, or any other relevant local governmental or other official regulator(s) responsible for enforcement of the Data Protection Laws from time to time in relation to the University;
“Data Protection Laws ”	means all applicable laws and regulations relating to the processing of Personal Data and privacy including the Data Protection Act 2018, the General Data Protection Regulation 2016 (EU) 2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and the Electronic Communications Data Protection Directive (2002/58/EC), including any relevant replacement/subsequent European and/or UK legislation as may come into force from time to time and any successor legislation to the same, or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data, together with all codes of practice and other guidance on the foregoing issued by any relevant Data Protection Authority or regulatory body, all as amended from time to time;
“Data Subject”	means any individual who is the subject of any Personal Data;

“Data Transfer Contract”	means the standard contractual clauses for Data Processors established in third countries pursuant to the Commission Decision (2010/87/EU) of 5 February 2010 under the EU Directive (95/46/EC) or any other relevant/subsequent Commission decision as may replace Commission Decision (2010/87/EU) from time to time together with such other clauses as the University shall in its sole discretion deem appropriate and as required under applicable Data Protection Laws;
“Personal Data”	is as defined in applicable Data Protection Laws;
“Personnel”	means any person employed or engaged by or on behalf of Contractor who is engaged in the provision of the Services to University and/or assists the Contractor with its performance of its obligations under the Contract, including Personnel employed or engaged by a Third-Party;
“Process” and other derivations such as “Processed” and “Processing”	means any use of or processing applied to any Personal Data and includes “process” or “processing” as defined in applicable Data Protection Laws. For the avoidance of doubt, this includes, without limitation, collecting, recording, organising, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying Personal Data;
“Schedule”	means this Data Protection Schedule;
“Third Party/Parties”	any agent or subcontractor of the Contractor engaged by the Contractor in relation to the provision of the Service(s) to University and/or who assists Contractor with its performance of its obligations under the Contract in whole or part and who Processes Personal Data in doing so.
“University Data”	means all Personal Data belonging to the University which is from time to time Processed (as defined below) under this Contract by the Contractor and/or on the Contractor’s behalf including but not limited to all electronic data or information submitted by the University and/or the users of the University’s information technology systems and any Personal Data

provided by or on behalf of the University and any Personal Data in respect of any student of the University. A schedule of University Data at appendix 2 will identify all the categories of University Data captured.

2. CONTRACTOR AS DATA PROCESSOR

2.1 In respect of the provision of the Services the Parties agree and acknowledge for the purposes of the Data Protection Laws, the University is the Data Controller and the Contractor is a Data Processor in respect of the University Data.

3. CONTRACTOR'S OBLIGATIONS TO ACT ON INSTRUCTIONS

3.1 Act on Instructions

The Contractor hereby warrants and undertakes on a continuing basis that it shall and that it shall procure that any Third Party shall:

- 3.1.1 only Process the University Data in order to provide the Services and then strictly only in accordance with the terms of the Contract, this Schedule and such other written instructions received from the University from time to time relating to the University Data and shall not process the University Data for any other purpose;
- 3.1.2 promptly comply with any request from the University requiring the Contractor to amend, transfer or delete any University Data;
- 3.1.3 promptly and fully cooperate with and assist the University in relation to any reasonable request for cooperation and/or assistance and/or information relating to its Processing of the University Data;
- 3.1.4 at the University's request, promptly provide it with a copy of all University Data held by the Contractor in the format and on the media reasonably specified by the University;
- 3.1.5 keep full and proper records in accordance with the accountability requirements of the Data Protection Laws;
- 3.1.6 ensure that the University Data shall only be accessible by the Contractor's Personnel and/or Third Parties to the extent they need to know or require access to it for the purposes of properly performing their duties in relation to the Contract and who, where relevant, understand the confidentiality of such University Data and who are contractually bound to maintain its confidentiality.
- 3.1.7 Ensure that all Personnel are aware of the Contractor's duties and their direct duties and obligations under the Data Protection Laws, this Schedule and the Contract.

- 3.1.8 not cause the University to be in breach of any part of the Data Protection Laws whether by reason of an act or omission by it or them, or by any of its or their directors, officers, staff, employees or Third Parties;
- 3.1.9 not allow any Third Party to access the University Data except to the extent that the Contractor obtains the prior written consent of the University and **PROVIDED ALWAYS** that the following conditions shall apply to such consent and after such consent is given:
 - 3.1.9.1 such Third Parties shall not be entitled to subcontract further in whole or in part or to allow any additional third party access to the University Data;
 - 3.1.9.2 the Third Party's appointment is otherwise on the same basis and terms as in this paragraph 3 and the Contractor shall enter into a written contract with the Third Party accordingly and on terms at least as restrictive as those set out in this Schedule, prior to them processing any University Data and the contract shall be provided to the University and shall be subject to the University's express prior approval;
 - 3.1.9.3 the Contractor shall procure compliance by the Third Party with these terms and shall be responsible for the acts and omissions of such Third Party and shall fully indemnify the University against all losses, damages, charges, fines, costs, or expenses and other liabilities (including without limitation legal fees) incurred by, awarded against or agreed to be paid by the University arising from any act or omission of any Third Party; and
 - 3.1.9.4 the Contractor shall comply with such other conditions as the University may impose in relation to its consent from time to time.
- 3.1.10 the Contractor shall follow its archiving procedures for University Data as set out in the University's Back-Up Policy (available on request from the University), as such document may be amended by the University in its sole discretion from time to time.
- 3.1.11 If at any time the Contractor suspects or has reason to believe that any University Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the University immediately and inform the University of the remedial action it proposes to take.
- 3.1.12 In addition to any other rights or remedies the University may have, in the event of any loss or damage to the University Data, the Contractor shall procure the restoration of the lost or damaged University Data from the latest back-up of such University Data maintained by it] in accordance with the University's Back-Up Policy (available on request from the University), or compensate the University for so doing;

- 3.1.13 the Contractor shall, in providing the Service(s), comply with the University's Privacy and Security Policy (available on request from the University) as amended from time to time by the University in its sole discretion.
- 3.1.14 the Contractor shall at all times in respect of Personal Data of which the University is the Data Controller comply with obligations equivalent to those set out in the Data Protection Laws .

3.2 Security Measures

The Contractor warrants and undertakes on a continuing basis that it shall, and that it shall procure that any Third Parties it contracts with shall:

- 3.2.1 put in place and securely maintain appropriate technical infrastructure and organisational measures in compliance with the Data Protection Laws and recognised best practice, sufficient to protect against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access to the University Data (including, without limitation the measures set out in **Appendix 1**); and
- 3.2.2 take reasonable steps to ensure the continuing reliability and capability of Personnel who have access to University Data and to ensure they are regularly trained and tested in information security sufficient to maintain awareness of their obligations in relation to Personal Data under this Schedule, the Contract and the Data Protection Laws.

3.3 Data Breach

The Contractor warrants and undertakes on a continuing basis that it shall and that it shall procure that any Third Party shall:

- 3.3.1 notify the University within 24 hours of the occurrence of any actual or suspected, threatened or 'near miss' incident of accidental, or unlawful, destruction, or accidental loss, alteration, unauthorised or accidental disclosure of or access to the University Data or any other breach of security in relation to the University Data or breach of any provision of the Data Protection Laws leading to the same (a "**Data Breach**").
- 3.3.2 thereafter provide the University within 2 Working Days (being any calendar day which is not a Saturday, Sunday or bank holiday in the United Kingdom) with all relevant information in its or their possession as required by the University to comply with any informal or formal management and reporting obligations recommended or required by Data Protection Laws concerning any such Data Breach, including: type of Personal Data or other information involved; number of records involved/Data Subjects affected; circumstances of Data Breach; mitigation and actions taken; investigation details; details of reports to and reactions from other relevant bodies of the breach; and remedial action taken and intended to be taken to avoid repeats);

3.3.3 not make any announcement or publish or otherwise authorise any broadcast of any notice or information about a Data Breach, including to a Data Protection Authority, (a “**Breach Notice**”) without the prior written consent of and prior written approval by the University of the content, media and timing of the Breach Notice (if any).

3.4 **Treatment of Personal Data**

The Contractor warrants and undertakes on a continuing basis that it shall and that it shall procure that all Third Parties shall fully comply at all times with the Data Protection Laws in respect of its and/or the Third Parties’ Processing of the University Data and in particular shall ensure all University Data inputted or recorded is accurate and up to date (to the extent within the Contractor’s or Third Party’s control) and that such University Data is only retained in accordance with the University’s data retention policy (available on request from the University).

3.5 **Audit**

Subject to the University and its auditors or other appointed professionals entering into reasonable confidentiality obligations, the Contractor warrants and undertakes on a continuing basis that it shall and that it shall procure that all Third Parties shall at any time upon request of the University, on reasonable notice and during regular business hours and at no cost to the University:

- 3.5.1 ensure that its and/or their staff, employees, directors, agents and other Personnel are made available to the University and its auditors or other professionals (whether internal and/or external);
- 3.5.2 provide all such persons with access to all relevant information (whether in electronic or hard copy form) relating to its Processing of the University Data and/or the performance of its obligations under this Schedule together with all premises where the University Data is Processed;
- 3.5.3 procure that Personnel and all persons employed or engaged by any Third Party provide all reasonable co-operation and assistance to the University;
- 3.5.4 ensure any vulnerabilities identified by any audits or penetration tests carried out by the Personnel, Third Parties, or those employed or engaged by Third Parties, on their own respective IT infrastructure, are notified to the University if they have not been remediated within one month of the original identification of the vulnerability;

as may be necessary in the reasonable opinion of the University to permit an accurate and complete assessment of the Contractor’s compliance with its obligations under this Schedule.

4. **REQUESTS FROM DATA SUBJECTS AND REGULATOR(S)**

- 4.1 The Contractor warrants and undertakes that it shall, and shall procure that all Third Parties shall, notify the University within 2 Working Days, at no cost to the University, of any complaint by a Data Subject in respect of his Personal Data or any request received from a Data Subject to exercise his Data Subject rights under the Data Protection Legislation, or of any other communication relating directly or indirectly to the Processing of any University Data in connection with this Contract and provide all details of such complaint, request or communication to the University and promptly and fully cooperate and assist the University in relation to any such request or communication.
- 4.2 Neither the Contractor nor any Third Party shall respond directly to any request by a Data Subject for access to their Personal Data, to any complaint by a Data Subject in relation to the Processing of their Personal Data, or (unless and to the extent required by law) any communication by a Data Protection Authority to them in relation to any University Data, in each case unless expressly approved in writing in advance by the University.

5. DATA TRANSFERS

- 5.1 Subject to the terms of this Contract the Contractor warrants and undertakes on a continuing basis that it shall not, and that it shall procure that the Third Parties shall not, cause or permit the University Data to be Processed or transferred outside the European Economic Area (the “EEA”) without the prior written consent of the University and shall comply with the conditions imposed on such consent by the University as set out in **paragraph 5.2**.
- 5.2 The Contractor warrants and undertakes on a continuing basis that should it obtain the prior written consent referred to in **paragraph 5.1** prior to any Processing of University Data outside the EEA and/or to any transfer of University Data outside the EEA:
- 5.2.1 Where the Contractor wishes to use a Third Party outside the EEA or who will Process the University Data outside of the EEA, the Contractor shall ensure that either:
- 5.2.1.1 The Third Party is located in a jurisdiction which affords an adequate level of protection to Data Subjects as regards the protection of their Personal Data, in accordance with the Data Protection laws; or
- 5.2.1.2 prior to any transfer or processing each relevant Third Party enters into a Data Transfer Agreement with the University and the Contractor, at no additional cost to the University and to include such terms as the University shall, in its sole discretion, deem reasonable, appropriate or necessary;
- 5.2.2 it shall provide a copy of each such executed Data Transfer Agreement to the University in advance of any such transfer.
- 5.2.3 the Contractor shall procure the compliance of such Third Parties with the terms of the relevant Data Transfer Agreement.

- 5.2.4 The Contractor shall at all times remain responsible for the acts and omissions of the Third Parties it contracts with in relation to the University Data.

6. CONSEQUENCES OF EXPIRY AND TERMINATION

- 6.1 The Contractor will liaise with the University in the 3 month period prior to any termination or expiry of the Contract to ascertain the University's preference and requirements (including details, format, media, method, timing and security) in relation to the secure return to it (or as it directs) of all or part of the University Data (or, the secure deletion or destruction of all or part of the University Data). If it is not possible for this to be carried out prior to termination or expiry, the Contractor shall cooperate with the University about such preference and requirements as soon as possible on termination or expiry.
- 6.2 The Contractor shall fully cooperate and comply with the preferences and requirements of the University pursuant to **paragraph 6.1**. The Contractor shall also procure that Third Parties fully comply with these preferences and requirements.
- 6.3 Subject to **paragraph 6.4**, the parties agree that:
- 6.3.1 any deletion or destruction of University Data pursuant to **paragraph 6.1** shall be permanent and shall secure deletion of all requested University Data, being all electronic copies of it (in whole or in part) on its IT systems, equipment and any mobile devices, and complete and secure destruction of all hard copies of it (in whole or in part);
- 6.3.2 any return of University Data pursuant to **paragraph 6.1** shall be the secure return (as required by the University) of all requested University Data in both electronic and hard copy formats (in whole or in part); and
- 6.3.3 The Contractor shall certify in writing to the University that it has complied with **paragraphs 6.1, 6.2, 6.3.1 and 6.3.2** by itself and all Third Parties within 1 month of being requested to do so by the University following termination or expiry of the Contract.
- 6.4 If the Contractor is required by law to retain University Data post termination or expiry and cannot return or destroy it in accordance with **paragraph 6.1**, it shall
- 6.4.1 immediately notify the University in writing of the relevant University Data and the reason it must be retained and the required period of retention;
- 6.4.2 be entitled to retain a single copy of such University Data;
- 6.4.3 observe all the requirements of Data Protection Laws in relation to such University Data that is retained;
- 6.4.4 only Process such University Data in accordance with the specific purposes and for the specific period for which the Contractor is under a legal duty to retain it;

- 6.4.5 at the end of such period, securely and promptly destroy the University Data within 7 days and certify to the University in writing that it has done so; and
- 6.4.6 promptly upon request provide to the University such information as is reasonably necessary to enable the University to satisfy itself of compliance by the Contractor and all Third Parties with this **paragraph 6**.

This **paragraph** shall continue in effect following termination or expiry of this Contract.

7. INDEMNITY

- 7.1 The Contractor shall, at all times during and after the termination or expiry of this Contract, indemnify the University, keep the University indemnified and hold the University harmless from and against all losses, damages, charges, fines, costs, or expenses and other liabilities (including without limitation legal fees) incurred by, awarded against or agreed to be paid by the University arising from any breach of the Contractor's obligations under this Schedule.
- 7.2 Notwithstanding any other provision of this Schedule or the Contract, Contractor's liability under the indemnity at **paragraph 7.1** shall not be subject to any exclusions or limitations of liability.
- 7.3 The Contractor shall take out insurance sufficient to cover any payment that may be required under this paragraph 7 and produce the policy and receipt for premium paid, to the University on request.

8. TRAINING

- 8.1 The Contractor will ensure that all Personnel are appropriately trained to Process Personal Data at all times;
- 8.2 The Contractor will ensure that only those staff trained in Processing Personal Data will Process Personal Data in the provision of the Services.

Appendix 1

Security Measures

1. ORGANISATION OF INFORMATION SECURITY

1.1. Internal organisation

The Contractor will organise and allocate internal roles and responsibilities covering information security sufficient to ensure that any exposure to risk is minimised and to ensure compliance with the Data Protection Laws.

1.2. Mobile devices and teleworking

The Contractor will ensure security policies and controls are in place for mobile devices (such as laptops, tablet PCs, wearable ICT devices, smartphones, USB gadgets and other connected items) and teleworking (such as telecommuting, working-from home, telecommuting, and remote/virtual workplaces).

2. HUMAN RESOURCE SECURITY

2.1 Prior to employment

The Contractor will ensure security responsibilities are taken into account when recruiting permanent employees, contractors and temporary staff (*e.g.* through adequate job descriptions, pre-employment screening) and included in contracts (*e.g.* terms and conditions of employment and other signed Contracts on security roles and responsibilities) whether or not it is intended such persons shall be Personnel.

2.2 During employment

The Contractor will ensure that all Personnel, employees and contractors are appropriately trained in relation to their and the Contractor's obligations under the Data Protection Laws and are made aware of and motivated to comply with their information security obligations under this Contract. A formal disciplinary process should be in place to handle any Data Breach or other security breach. In the event that a Data Breach or other security breach occurs the University should be notified of that Data Breach and/or security breach (as appropriate), the circumstances, surrounding the Data Breach and/or security breach (as appropriate), any employee's involvement or suspected involvement in any such Data Breach and/or security breach (as appropriate) and the disciplinary process.

2.3 Termination and change of employment

The Contractor will ensure data security aspects of an employee's exit or significant changes of roles are managed. The Contractor will ensure exiting employees and Personnel:

- a) Return all corporate information
- b) Return all corporate equipment,
- c) Update access rights,

are aware of their ongoing obligations under the Data Protection Laws, privacy laws and their contractual terms.

3. ASSET MANAGEMENT

3.1. Responsibility for assets

3.1.1. The Contractor will ensure that all information assets including but not limited to the University Data are inventoried and those with custody, control or responsibility for those assets, are identified and held clearly accountable for their security.

3.1.2. The Contractor will ensure that it has in place appropriate 'Acceptable use' policies, that these are clearly defined, and that all assets, including but not limited to the University Data and all devices on which the University Data has been stored or Processed are returned when Personnel leave employment or engagement of the Contractor or any Third Party.

3.2. Information Classification

The Contractor will ensure that all University Data is classified and labelled by those with custody, control or responsibility for it according to the appropriate security protection for such University Data, and that it is at all times handled appropriately and in accordance with its obligations under the Schedule, the Contract and the Data Protection Laws.

3.3. Media handling

The Contractor will ensure that all information storage media is recorded, managed, controlled, moved and disposed of in such a way that the University Data is not compromised.

4. ACCESS CONTROL

4.1. Business requirements of access control

The Contractor's requirements to control access to information assets and University Data should be clearly documented in an access control policy and appropriate procedures put in place. Furthermore, network access and connections will need to be restricted to ensure security of the University Data.

4.2. Internal user access management

The allocation of internal access rights to Personnel and in relation to other services not connected with the Service(s), other users shall be strictly controlled from initial user registration through to removal of access rights when no longer required, including special restrictions for privileged access rights and the management of passwords, or other authentication information, plus regular reviews and updates of access rights.

4.3 User responsibilities

Personnel and where appropriate other internal users, will need to be made aware of their responsibilities towards maintaining effective access controls e.g. choosing strong passwords and keeping them confidential.

4.4 System and application access control

Information access should be restricted in accordance with the access control policy referred to in paragraph 4.1 above e.g. through secure log-on, password/authentication management, control over privileged utilities and restricted access to program source code.

5. CRYPTOGRAPHY

5.1 Cryptographic controls

The Contractor should put in place an appropriate policy on the use of encryption, plus cryptographic authentication and integrity controls such as digital signatures and message authentication codes, and cryptographic key management.

6. PHYSICAL AND ENVIRONMENTAL SECURITY

6.1 Secure areas

The Contractor must ensure that there are defined physical perimeters and barriers, with physical entry controls and working procedures, to protect the premises, offices, rooms, delivery/loading areas *etc* of all areas in which the University Data are stored or Processed, against unauthorised access. The Contractor should seek specialist advice in order to put in place appropriate measures to mitigate the risk of and protect against fires, floods, earthquakes, bombs *etc*.

6.2 Equipment security

For the purposes of the annex "Equipment" shall mean the ICT equipment, storage media and any other physical equipment used for the Processing or storage of University Data plus supporting utilities, (such as power and air conditioning) and cabling. All Equipment should be secured and maintained. Equipment and University Data should not be taken off-site unless expressly authorised by the Contractor and must be adequately protected both on and off-site. Any University Data contained on any Equipment must be securely destroyed prior to such Equipment being disposed of or re-used. Unattended Equipment must be secured.

7. OPERATIONS MANAGEMENT

7.1 Operational procedures and responsibilities

The Contractor shall ensure that all IT operating responsibilities and procedures are fully documented. Changes to IT facilities, systems or any Equipment should be controlled by structured and documented change management process. The Contractor should at all times manage the capacity and performance of all IT facilities, systems and the Equipment used in relation to the provision of the services or the Processing of any University Data shall be kept separate from any development, test and operational systems.

7.2 Protection from malware

Malware controls are required on all IT facilities and Equipment including both servers and end-user devices in order to provide protection from malware, which, for the avoidance of any doubt includes ensuring user awareness.

7.3 Backup

The Contractor shall put in place and operate a back-up policy for the protection of the University Data and to ensure compliance with the Schedule. Such backup policy should include,

but not be limited to a requirement that appropriate backups are taken at regular intervals and that such backups are retained securely. Backups should be sufficient in frequency to ensure that any potential loss of University Data requiring a 'restore from backup' is minimised (such that the loss is limited to one working day). The Contractor should ensure that both backup and restoration processes are tested at regular intervals to ensure their veracity, effectiveness, adequacy and appropriateness.

7.4 Logging and monitoring

The Contractor should ensure that all system user and administrator/operator activities, exceptions, faults and information security events are accurately logged and protected. Clocks should be synchronised in order to ensure accurate reliable records.

7.5 Control of operational software

Software installation on operational systems and the Equipment should be controlled and Personnel and other end users should not be able to install unauthorised software within the ICT infrastructure or directly onto any of the Equipment.

7.6 Technical vulnerability management

7.6.1 It is the Contractor's responsibility to identify, monitor and remedy any technical vulnerability in its ICT systems, the Equipment and any software used in the provision of the services or storage or Processing of the University Data. The Contractor should ensure that all technical vulnerabilities identified are patched and all systems kept up-to-date.

7.6.2 The Contractor should put in place appropriate and effective rules governing software installation or configuration changes by Personnel and/or other users.

7.7 Information systems audit considerations

The Contractor should ensure that IT audits are conducted at regular intervals, and that they are planned and controlled to minimise any adverse effects on the provision of services or production systems, and to minimise any risk of inappropriate data access.

8. COMMUNICATIONS SECURITY

8.1. Network security management

The Contractor should ensure that all networks and network services are secured as appropriate, for example by way of network segregation where appropriate.

8.2. Information transfer

The Contractor shall ensure that appropriate policies, procedures and Contracts (*e.g.* non-disclosure Contracts) are in place concerning information and University Data transfer to/from

Third Parties and in the case of information which is not University Data, any other third party, including policies, procedure and Contracts to govern the use of electronic messaging.

9. SYSTEM ACQUISITION, DEVELOPMENT AND MAINTENANCE

9.1. Security requirements of information systems

The Contractor shall develop and put in place appropriate security control requirements, including requirements to govern web applications and transactions.

9.2. Security in development and support processes

The Contractor shall put in place appropriate rules to govern the development of secure software and systems development. Changes to systems (both applications and operating systems) should be controlled and documented. Software packages should be modified only in exceptional circumstances, and secure system engineering principles should be followed. The Contractor is responsible for ensuring the development environment is secure, and that any outsourced development is properly vetted and controlled. System security should be tested and acceptance criteria defined to include all appropriate security aspects.

9.3. Test data

The Contractor shall ensure that all test data is carefully selected/generated, controlled and anonymised wherever possible.

10. THE CONTRACTOR'S RELATIONSHIPS

10.1. Information security in the Contractor's relationships.

The Contractor shall ensure that there are policies, procedures, awareness *etc.* in place to protect the Contractor's information and the University's Data that is accessible to Third Parties and, in respect of information and/or data not relating to the University of the Service(s) that is accessible to other IT outsourcers and externals throughout the supply chain. These policies, procedures, awareness *etc.* should be referenced and agreed within the contracts or Contracts with the Third Parties and/or other IT outsourcers and externals as appropriate.

10.2. The Contractor's service delivery management.

Service delivery by Third Parties and, in respect of service delivery not related to the services, other external parties should be monitored, and regularly reviewed/audited against the Contract, such other contracts and Contracts as may be in place and the Data Protection Laws. Service changes should be appropriately controlled.

11. INFORMATION SECURITY INCIDENT MANAGEMENT

11.1. Management of information security incidents and improvements.

There should be established responsibilities and procedures to manage (report, assess, respond to and learn from) any Data Breach and or other information security events or incidents and any weaknesses identified should be consistently and effectively remedied.

12. INFORMATION SECURITY ASPECTS OF BUSINESS CONTINUITY MANAGEMENT

12.1. Information security continuity

The Contractor should ensure that the continuity of information security, particularly in relation to University Data, is planned, implemented and reviewed as an integral part of the Contractor's business continuity management systems.

12.2. Redundancies

The Contractor shall ensure that the Equipment and all other IT facilities have sufficient capacity redundancy built in to satisfy availability requirements.

13. COMPLIANCE

13.1. Compliance with legal and contractual requirements

The Contractor must identify, document and comply with its obligations to external authorities, regulatory bodies and other Third Parties in relation to information security, including intellectual property, business records, privacy/personally identifiable information and cryptography.

13.2. Information security reviews

The Contractor's information security arrangements should be independently reviewed (audited) and reported to its management. The Contractor's management are required to routinely review Personnel, Equipment, system's compliance with security policies, procedures etc., and shall initiate and pursue all required corrective actions where necessary.

Appendix 2 - Schedule of Data

Categories of Data Subjects (tick as appropriate)

University Employees	
Students	

Personal data (tick as appropriate)

Date joined the University	
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First name	
Last name	
Email	
Graduation year	
Field of study	
Degree	
Clubs and honours	
Address	
Post Code	
Phone number	

Special Category Data (Tick all that apply)

Racial or ethnic origin	
Political opinions	
Religious/philosophical beliefs	
Trade union membership	
State of health	
Criminal convictions	

SCHEDULE 2

DISPUTE RESOLUTION PROCEDURE

1. If any dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it ("**Dispute**"), then, subject to clause 2 and except as expressly provided in this Agreement, the parties shall follow the dispute resolution procedure set out below:
 - 1.1 a party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documentation;
 - 1.2 on service of the Dispute Notice, the Authorised Representatives of each party shall, within 10 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute;
 - 1.3 if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive Officer/Managing Director of the Supplier (or if no such post exists, an individual with an equivalent level of authority) ("**Senior Supplier Representative**") and the Vice Chancellor of the University who shall attempt in good faith to resolve it;
 - 1.4 if the Senior Supplier Representative and the Vice Chancellor of the University are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must give notice in writing ("**ADR notice**") to the other party requesting a mediation. A copy of the request shall be sent to CEDR Solve. The mediation shall start no later than 30 days after the date of the ADR notice. No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation, and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
2. If any technical dispute arises out of or in connection with this Agreement (including interpretation of any specification), the parties shall follow the expert determination procedure set out below:
 - 2.1 Any technical dispute shall be referred for final settlement to an expert agreed by the parties or, if not agreed within 14 days of either party's written request to the other, as determined, at the written request of either party, by the {insert name of appropriate body}. Such expert shall be deemed to act as an expert and not as an arbitrator. The expert's decision shall, in the absence of manifest error, be final and binding on the parties.
 - 2.2 The parties are entitled to make submissions to the expert including oral submissions and will provide (or procure that others provide) the expert with such assistance and documents as the expert reasonably requires for the purpose of reaching a decision.
 - 2.3 Each party shall bear its own costs in relation to the reference to the expert. The expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the expert) shall be borne by the parties equally or in such other proportions as the expert shall direct.