

These terms & conditions (as amended under clause 12.13) (“**Conditions**”) govern the purchase of goods/services by Loughborough University, Epinal Way, Loughborough, Leicestershire, LE11 3TU (“**LU**”) from the person or firm who sells such goods/services (“**Seller**”). These Conditions apply to the exclusion of any other terms that Seller seeks to impose, or which are implied by trade, custom, practice or course of dealing.

1 INTERPRETATION

In these Conditions: (i) **person** includes a natural person/corporate/unincorporated body; (ii) a reference to LU/Seller includes its personal representatives/successors/permitted assigns; (iii) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted & includes any subordinate legislation; (iv) any phrase introduced by the terms **including/include/in particular** (or similar) shall be illustrative & shall not limit the sense of the preceding words; (v) an obligation on Seller in relation to an act/omission shall include an obligation on Seller to warrant, represent and undertake that act/omission; (vi) a reference to **writing/written** includes faxes & e-mails; & (vii) the following definitions apply:

“**Applicable Law**”: the laws of England & Wales, the EU & any other laws/regulations/regulatory policies/guidelines/industry codes which apply to the manufacture/supply of the Goods/Services.

“**Business Day**”: Monday to Friday, excluding any public holidays in England & Wales.

“**LU Materials**”: materials, equipment, tools, drawings, specifications &/or data supplied by LU to Seller.

“**Claim**”: any claim (or threat of the same) made against LU.

“**Contract**”: each contract between LU & Seller for the supply of Goods &/or Services under these Conditions.

“**CFA**” means the Criminal Finances Act 2017.

“**Data Protection Laws**”: means all legislation and regulations relating to the processing of personal data in England and Wales including the General Data Protection Regulations (GDPR) and/or comparable data protection laws in other jurisdictions as applicable.

“**Delivery Location**”: the delivery location in the Order, or such other location as the parties may agree from time to time.

“**Employment Regulations**”: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (as amended)

“**EIR**”: the Environmental Information Regulations 2004 and any guidance &/or codes of practice issued by the Information Commissioner or relevant government department in relation to the same.

“**FOIA**”: 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 the same.

“**Force Majeure Event**”: acts of God, storms, floods, riots, fires, sabotage, civil commotion, unrest, interference by civil/military authorities, acts of war (declared/undeclared), armed hostilities, other national

or international calamity or one or more acts of terrorism or failure of energy sources.

“**Goods**”: the goods (or any deliverables forming part of the provision of Services) set out in the Order (or any part of them).

“**Goods Spec**”: the specification for the Goods, including any related plans & drawings, set out (or referred to) in the applicable Order, or which may subsequently be agreed in writing by LU & Seller.

“**Indemnified Parties**”: LU & any replacement provider of services similar/identical to the Services.

“**Insolvency Event**”: (a) Seller suspends/threatens to suspend payment of its debts/is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts under section 123 of the Insolvency Act 1986 or is deemed either unable to pay its debts or as having no reasonable prospect of so doing within the meaning of section 268 of the Insolvency Act 1986 or (if a partnership) has any partner to whom any of the above applies; (b) Seller starts negotiations with all/any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for/enters into any arrangement with its creditors; (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for/in connection with the winding up of Seller; (d) Seller is the subject of a bankruptcy petition/order; (e) a creditor/encumbrancer of Seller attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on or sued against, the whole/part of its assets which is not discharged within 14 days; (f) an application is made to court, or an order is made to appoint an administrator, or notice of intention to appoint an administrator is given or an administrator is appointed over Seller; (g) a floating charge holder over the assets of Seller becomes entitled to appoint/has appointed an administrative receiver; (h) a person becomes entitled to appoint a receiver over the assets of Seller or a receiver is appointed over the assets of Seller; (i) any event analogous to those mentioned in (a)-(h) above in another jurisdiction.

“**Intellectual Property Rights**”: all patents, rights to inventions, utility models, copyright & related rights, trade marks, service marks, trade, business & domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how & trade secrets) & any other intellectual property rights, in each case whether registered or unregistered & including all applications for & renewals or extensions of such rights, & all similar or equivalent rights or forms of protection in any part of the world.

“**Losses**”: costs, expenses, damages & losses, including direct/indirect/consequential losses, loss of profit and/or reputation & all interest/penalties & legal/other reasonable professional costs/expenses.

“**Order**”: LU's order for the supply of Goods/Services, as set out in LU's purchase order form or overleaf, as the case may be.

“**Request for Information**”: a request for

information/an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR.

“Seller’s Personnel”: officers/employees/agents of Seller (or its subcontractors or suppliers).

“Services”: the services to be supplied by Seller as set out in the Order.

“Services Spec”: the description/specification for the Services set out (or referred to) in the Order, or which may subsequently be agreed in writing by LU & Seller.

“Sub-contract”: 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/any part of the Contract.

2 BASIS OF CONTRACT

2.1 LU may place an Order at any time. Each Order constitutes an offer by LU to purchase Goods/Services from Seller in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of: (i) Seller issuing written acceptance of the Order; & (ii) any act by Seller consistent with fulfilling the Order (**“Start Date”**), at which point the Contract shall come into existence. Seller shall assign an Order no. to each Order & shall notify LU of the same, using such no. in all subsequent correspondence.

2.2 LU may at any time prior to despatch of Goods/performance of Services amend/cancel an Order by written notice to Seller. If LU amends/cancels an Order: (i) as a result of Seller's failure to comply with its obligations under the Contract, LU shall have no liability to Seller in respect of it; and (ii) in any other circumstance, its liability to Seller shall be limited to payment to Seller of all costs reasonably incurred (& evidenced) by Seller in fulfilling the Order until the date of receipt of the notice of amendment/cancellation.

2.3 Any forecasts provided to Seller by LU (in an Order or otherwise) shall be estimates only & shall not form any legally binding obligations on LU.

3 GOODS

3.1 Seller shall supply the Goods to LU in accordance with the terms of the Contract and shall ensure that the Goods: (a) correspond with their description & any applicable Goods Spec. Any material changes to: (i) raw materials used in the manufacture of the Goods; or (ii) processes/procedures, shall constitute a variation to the Goods Spec and shall require LU's written agreement; (b) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) & fit for any purpose held out by Seller/made known to Seller by LU, expressly or by implication, & in this respect LU relies on Seller's skill & judgment; (c) where applicable, are free from defects in design, materials & workmanship & remain so for 12 months after delivery (unless a longer period is specified in the Order; & (d) comply with all Applicable Law relating to the manufacture, labelling, packaging, storage, handling & delivery of the Goods as well as its conduct.

3.2 Seller shall manufacture, pack & supply the Goods in accordance with: (a) any specific accreditations described in the Goods Spec; (b) all generally accepted industry standards & practices that are applicable; & (c) any specific requirements regarding the sourcing of raw

materials/use of specific subcontractors described in the Goods Spec.

3.3 Seller warrants that it has full, clear & unencumbered title to the Goods, & that at the date of delivery, it will have full & unrestricted rights to sell & transfer all such items to LU. Seller shall ensure that at all times it has & maintains all licences/permissions/authorisations/consents & permits needed to carry out its obligations under the Contract.

3.4 LU may inspect & test (including taking samples) the Goods (including raw materials/packaging materials) at any time before delivery, including the right for LU to enter Seller's (or relevant third party's) premises at reasonable times & on reasonable notice and if (following such inspection/testing) LU notifies the Seller that the Goods do not conform/are unlikely to comply with Seller's undertakings at clause 3.1, Seller shall immediately take such remedial action as is necessary to ensure compliance. LU may conduct further inspections/tests after Seller has carried out its remedial actions. Notwithstanding the above, Seller shall remain fully responsible for ensuring compliance with its obligations. Should Seller (or any third party) undertake any test in respect of the Goods, Seller shall provide as much advance notice as is reasonably practicable and shall invite representatives to LU to attend such tests.

3.5 Seller shall ensure: (a) the Goods are properly packed & secured so as to enable them to reach their destination in good condition; (b) each delivery contains a delivery note showing the date of the Order/Order no/description/type/quantity of the Goods (including the code number where applicable), special storage instructions (if any), if the Goods are being delivered in instalments, the outstanding balance of Goods remaining to be delivered.

3.6 Seller shall deliver the Goods: (a) on the date specified in the Order or (if no date is specified) within 7 days of the date of the Order; (b) to the Delivery Location; (c) (where applicable) to the individual specified on the Order; (d) during LU's normal hours of business, or as instructed by LU. Delivery shall be completed on the completion of unloading at the Delivery Location. Title & risk in the Goods shall pass to LU on completion of delivery.

3.7 Unless the Order expressly permits a volume tolerance, Seller shall deliver the exact quantity of Goods ordered by LU in the applicable Order. Where Seller delivers: (a) less than the Ordered quantity/applicable tolerance, LU may reject the Goods or apply a pro rata adjustment to the invoice; or (b) more than the Ordered quantity/applicable tolerance, LU may at its option reject the Goods/excess Goods/accept the delivery without adjustment to the invoice. Any rejected Goods shall be returnable at Seller's risk & expense.

3.8 Seller may only deliver the Goods in instalments with LU's consent. Failure by Seller to deliver one instalment on time or at all or any defect in an instalment shall entitle LU to the remedies set out in clause 6.1 in respect of the Order.

3.9 Seller is responsible for obtaining, at its own cost, such export licences/other consents in relation to the

Goods as are required from time to time in order to export the Goods to the UK and, if required by LU, the Seller shall make those licences/consents available to LU prior to shipment. Seller is also responsible for obtaining import licences.

3.10 Seller shall ensure that, for a reasonable period after the supply of any Goods under a Contract, LU may order spare parts for such Goods, subject to the reasonable life span of the applicable tooling for such spare parts, having consideration for fair wear and tear.

4 SERVICES

4.1 Seller shall provide the Services to LU in accordance with the terms of the Contract and shall: (a) meet any performance dates for the Services specified in the Order or notified to Seller by LU; (b) ensure that the Services conform with all descriptions/specifications set out in the Services Spec; (c) perform the Services with the best care, skill & diligence in accordance with best practice in Seller's industry, profession or trade; (d) use personnel who are suitably skilled & experienced to perform tasks assigned to them, & in sufficient number to ensure that Seller's obligations are fulfilled in accordance with this Contract (and in any event complies with the requirements of the Order); (e) co-operate with LU in all matters relating to the Services, & comply with all instructions of LU; (f) provide all equipment, tools & vehicles & such other items as are required to provide the Services; (g) use the best quality goods, materials, standards & techniques; (h) obtain & maintain all necessary licences & consents, & comply with Applicable Law; (i) where applicable, observe all health & safety rules & regulations & any other security requirements that apply at any of LU's premises; (j) where applicable, hold all LU Materials in safe custody at its own risk, maintain LU Materials in good clause until returned to LU, & not dispose or use LU Materials other than in accordance with LU's written instructions or authorisation; & (k) not do or omit to do anything which may cause LU to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, & Seller acknowledges that LU may rely or act on the Services.

4.2 Where the Order contains details of testing criteria relating to the performance of any part of the Services, unless & until such tests have been successfully passed, the Services shall be deemed to have not been delivered.

4.3 Where applicable, LU shall provide Seller with: (i) reasonable access at reasonable times to LU's premises for the purpose of providing the Services; & (ii) such information as Seller may reasonably request for the provision of the Services & LU considers reasonably necessary for the purpose of providing the Services. On completion of the Services, Seller shall promptly remove all equipment and surplus materials (other than LU Material, which shall be returned to LU) and rubbish from LU's premises and leave such premises in a clean, safe and tidy condition to the satisfaction of LU.

5 SELLER'S PERSONNEL

5.1 If LU is at any time dissatisfied for any reason with the performance of any person engaged in the carrying

out of the Services, at LU's request, Seller shall cease to engage such person in the execution of the Services and provide a competent substitute within 24 hours at no liability or additional cost to LU.

5.2 Seller acknowledges that it does not anticipate that the Employment Regulations will apply to the activities of the Parties under a Contract or any Sub-contract.

5.3 Notwithstanding the foregoing, Seller hereby indemnifies the Indemnified Parties and holds the Indemnified Parties harmless from any Losses arising from: (a) each and every claim brought against the Indemnified Parties arising out of or in connection with any claim by or on behalf of any of Seller's Personnel, claiming to transfer pursuant to the Employment Regulations to the Indemnified Parties, including the following claims: (i) any failure by Seller (or its subcontractors or suppliers) to comply with its obligations under Regulations 13 and 14 of the Employment Regulations, or any award of compensation under Regulation 15 of the Employment Regulations; (ii) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing Seller's Personnel arising from or connected with any failure by Seller (or its subcontractors or suppliers) to comply with any legal obligation to such trade union, body or person; and (iii) any alleged failure by Seller (or its subcontractors or suppliers) to undertake appropriate document checks as required under section 8 of the Asylum and Immigration Act 1996 or section 15 of the Immigration, Asylum and nationality Act 2006, as applicable; and (b) a claim under (a)(ii) above and/or a dismissal under clause 11.4 below (and the employment of that person by Seller (or its subcontractors or suppliers) or the Indemnified Parties up to the date of the dismissal).

6 LU'S REMEDIES

6.1 If Seller breaches clause 3.1 (re Goods)/4.1 (re Services) or fails to deliver the Goods/performance of the Services by the applicable date, LU may at its option (without limiting its other rights/remedies): (a) require Seller to do all things possible to expedite manufacture/delivery/performance in order to minimise the delay; (b) terminate the Contract with immediate effect by giving notice to Seller; (c) refuse to accept any further Goods/Services; (d) recover from Seller any costs of obtaining substitute goods/services from a third party; (e) in respect of any advance payments for Goods/Services not yet provided, have the same refunded; (f) claim damages for any additional Losses incurred by LU which are in any way attributable to Seller's breach; (g) reject the Goods (in whole/part) whether or not title has passed & return them at Seller's own risk & expense and require (at its option) repair/replacement or refund; &/or (h) reject the Services (in whole/part) and require (at its option) re-performance/refund.

6.2 These Conditions shall extend to any substituted/remedial services &/or repaired/replacement goods.

6.3 Seller permits representatives/advisers of LU to enter Seller's premises (& shall procure a right to enter the premises of any material supplier/subcontractor of

Seller) to: (a) inspect Seller's compliance with the Contract; (b) inspect facilities & equipment relevant to the Goods/Services; (b) inspect & take samples of raw materials/packaging/Goods; & (c) inspect LU Materials. Such inspections shall be carried out during business hours on reasonable notice to Seller, save in an emergency where LU shall grant immediate access. If LU considers that Seller is in breach (or may in the future breach) the Contract, LU shall inform Seller & Seller shall immediately take necessary action to rectify the breach (or avoid future breach).

6.4 LU's rights under the Contract are in addition to its rights/remedies implied by law.

7 LU MATERIALS

7.1 All LU Materials remain the exclusive property of LU. Risk in the same shall pass to Seller on delivery to Seller. Seller's use of LU Materials is limited to that expressly permitted and until the same are returned to LU, Seller shall: (a) hold the same on a fiduciary basis as LU's bailee; (b) store the same at the agreed location(s) as specified in the Order/separately agreed in writing and shall keep them separately from all other goods held by Seller so that they remain readily identifiable as LU's property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the same; & (d) use the same in accordance with good industry practice, maintain such LU Materials in satisfactory clause & keep them insured on LU's behalf for their full price against all risks. At any time, LU may demand Seller deliver up any LU Materials (without limiting any other rights or remedies of LU) & if Seller fails to do so promptly, enter any premises of Seller (or a third party) where the same are stored to recover them. Seller hereby agrees that it shall not attempt to effect any right of lien over the LU Materials.

8 CHARGES & PAYMENT

8.1 Subject to clause 8.2, the price for the Goods/Services shall be the price set out in the Order, or if no price is quoted the price set out in LU's published price list as at the date of delivery/performance (and where determined on a time & materials basis, daily rates are based on an 8 hour day from 8.00am to 5.00pm, agreed overtime shall be charged at the daily rate on a pro-rata basis for time actually worked & expenses will only be paid if agreed in advance. Prices shall be subject to any further discount structures agreed between the parties which operate to reduce the price. Such prices shall be the full & exclusive remuneration, inclusive of every cost/expense of Seller directly or indirectly incurred (including packaging/insurance/carriage), unless otherwise agreed in writing by LU. No extra charges included shall be effective unless agreed in writing & signed by LU. All amounts payable by LU under the Contract are exclusive of valued added tax which shall be added to the applicable invoices.

8.2 LU shall be entitled to any discount for prompt payment, bulk purchase, volume discount or other form of discount customarily granted by Seller, whether or not set out in the Order, Goods Spec or Service Spec.

8.3 Seller shall invoice LU for: (i) Goods on/within a reasonable period after completion of delivery (and if delivered in instalments, completion of delivery of the

final instalment (unless agreed to the contrary in writing by LU)); (ii) Services on/ within a reasonable period after completion of the Services. Each invoice shall include all supporting information required by LU to verify the accuracy of the invoice, including the Order number. LU shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice. If LU fails to pay any amount properly due & payable by it under the Contract, Seller may charge interest on the overdue amount at the rate of 2% per annum above the base rate for the time being of HSBC Bank Plc accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that LU disputes in good faith.

8.4 Seller shall maintain complete & accurate records of the time spent/materials used by Seller in providing the Services, & Seller shall allow LU &/or its professional advisers to inspect such records at all reasonable times on request.

8.5 LU may, without limiting its other rights or remedies, set off any amount owing to it by Seller against any amount payable by LU to Seller.

8.6 In no event shall LU be liable to the Seller: (i) in respect of any liability under a Contract, in excess of the total price under any Contract; (ii) in respect of any indirect/special/consequential losses; or (iii) in respect of any loss of business, revenue or profits. However, nothing in these Conditions shall limit/exclude LU's liability for: (i) death/personal injury caused by its negligence; (ii) fraud/fraudulent misrepresentation; or (iii) any other liability which cannot be excluded by law.

9 INDEMNITIES

9.1 Seller hereby fully indemnifies LU, keeps LU fully indemnified, & holds LU harmless from & against any & all Losses suffered or incurred by LU resulting from: (i) any breach by the Seller of any of the terms of the Contract; (ii) any Claim by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts/omissions of Seller or the Seller Personnel; (iii) any Claim 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 Seller, the Seller Personnel or subcontractors; (iv) any Claim for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services save to the extent it relates to materials supplied by LU for use by Seller in bespoking any Goods/Services; & (v) a breach by Seller of clauses 12.2, 12.3, 12.4 or 12.5.

9.2 For the duration of the Contract & for a period of 2 years thereafter, Seller shall maintain in force, with a reputable insurance company, insurance to cover its liabilities under or in connection with the Contract, including professional indemnity insurance (for at least £2m per claim), product liability insurance (for at least £2m per claim), public liability insurance (for at least £10m per claim) & employer's liability insurance (for an

amount of at least £10m per claim) & shall, on LU's request, produce both the insurance certificate giving details of cover & the receipt for the current year's premium in respect of each insurance.

10 DATA PROTECTION & FOIA

10.1 Seller shall take all necessary steps to ensure that data/information belonging to LU which comes into its possession or control in the course of performing its obligations under any Contract is protected in accordance with LU's security policy & in particular Seller shall not (except as is expressly required by the Contract or with the prior written consent of LU): (i) use the data/information nor reproduce the data/information in whole (or part) in any form; or (ii) disclose the data/information to any third party or persons not authorised by LU to receive it; or (iii) alter/delete/add to/otherwise interfere with the data/information;

10.2 To the extent that any data or information belonging to LU is personal data within the meaning of the Data Protection Laws: (i) Seller will process such data/information only in accordance with LU's instructions; (ii) Seller will not transmit such data/information to a country or territory outside the European Economic Area without LU's express consent; (iii) Seller will take such technical & organisational measures against unauthorised or unlawful processing of such data/information & against accidental loss or destruction of, or damage to, such data/information as are appropriate to LU as data controller.

10.3 Seller acknowledges that LU is subject to the requirements of FOIA and the EIR and shall assist LU to enable LU to comply with the same. Seller shall ensure that all information produced in the course of or relating to the Contract is retained for disclosure and shall permit LU to inspect such records as requested from time to time. Seller shall (and shall procure that its subcontractors shall): (i) transfer any Request for Information to LU as soon as practicable after receipt and in any event within 3 days of receiving the same; (ii) provide LU with a copy of all information in its possession or power in the form that LU requires within 7 days (or such other period as LU may specify) of LU requesting the same; and (iii) provide all necessary assistance as reasonably requested by LU to enable LU to respond to a Request for Information within the time for compliance set out in the legislation.

10.4 LU shall be responsible for determining at its absolute discretion whether any information: (i) is exempt from disclosure in accordance with the provisions of FOIA or the EIR; and/or (ii) is to be disclosed in response to a Request for Information. In no event shall Seller respond directly to a Request for Information unless expressly authorised to do so by LU. Seller acknowledges that LU may be obliged to disclose Information without consulting Seller. Seller acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that LU may nevertheless be obliged to disclose the same.

11 TERMINATION

11.1 Without limiting its other rights or remedies, LU may terminate one or more Contracts: (i) in respect of

the supply of Services, by giving Seller 1 month's written notice; (ii) in respect of the supply of Goods, with immediate effect by giving written notice to Seller, in which case LU shall pay Seller fair & reasonable compensation for any work in progress on any other Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss; and (iii) with immediate effect by giving written notice to Seller if: (a) Seller commits a material or persistent breach of the Contract & (if such a breach is remediable) fails to remedy that breach within 7 days of receipt of notice in writing of the breach; (b) a Force Majeure Event prevents Seller from providing Goods/Services for more than 2 weeks; (c) an Insolvency Event occurs; (d) Seller dies/by reason of illness/incapacity (whether mental/physical) is incapable of managing his own affairs/becomes a patient under any mental health legislation. A breach of clause 12.4 or 12.5 shall constitute an irremediable breach of the Contract.

11.2 In any of the circumstances in these Conditions in which LU may terminate the Contract, where both Goods & Services are supplied, LU may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, & the Contract shall continue in respect of the remaining supply.

11.3 On termination of the Contract (or any part) for any reason: (i) where the Services are terminated, Seller shall immediately deliver to LU all deliverables forming part of the Services, whether or not then complete, & return all LU Materials. If Seller fails to do so, then LU may without limiting its other rights/remedies enter Seller's premises & take possession of them. Until returned/delivered, Seller shall be solely responsible for their safe keeping & will not use them for any purpose not connected with this Contract; (ii) the accrued rights & remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at/before the date of termination; & (iii) clauses which expressly or by implication have effect after termination shall continue in full force & effect. Clauses 3.1-3.3, 4, 6, 7, 8.3-8.6, 9, 10, 11, 12.1-12.2, 12.12 & 12.20 shall survive termination of the Contract.

11.4 If as a result of the termination of the Contract and/or the operation of the Employment Regulations it is found/alleged that the employment of any of Seller's (or its subcontractors' or suppliers') personnel has transferred to an Indemnified Party (as defined in clause 5.3) on or after the date of termination: (i) Seller shall notify LU of that finding or allegation as soon as reasonably practicable after becoming aware of it; and (ii) in consultation with Seller, the Indemnified Party may within 28 days of becoming aware of that allegation or finding dismiss that person with immediate effect.

12 GENERAL

12.1 Intellectual Property Rights: In respect of the products of the Services (and the Goods to the extent that such Goods have been bespoke to the specification of LU in accordance with the Goods Spec), Seller: (i) assigns to LU, with full title guarantee & free from all third party rights, all Intellectual Property

Rights in the same; and (ii) shall obtain waivers of all moral rights in the same to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs & Patents Act 1988 or any similar provisions of law in any jurisdiction. Seller shall, promptly at LU's request, do (or procure to be done) all such further acts & things & the execution of all such other documents as LU may from time to time require for the purpose of securing for LU the full benefit of the Contract, including all right, title & interest in & to the Intellectual Property Rights assigned to LU in accordance with this clause. To the extent that Intellectual Property Rights in the Goods/Services are not required to be assigned to LU, Seller grants to LU a royalty free, non-exclusive, perpetual and worldwide right to use the same.

12.2 Confidentiality: A party ("**Receiving Party**") shall keep in strict confidence the terms and conditions of each Order/Contract (including types of Goods and/or Services ordered, quantities and pricing), all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature & have been disclosed to Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, & any other confidential information concerning Disclosing Party's business or its products or its services which Receiving Party may obtain. Receiving Party shall restrict disclosure of such information to such of its employees, agents or subcontractors as need to know it to discharge Receiving Party's obligations under the Contract, & shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind Receiving Party.

12.3 Equality: Seller shall perform all its obligations under the Contract in accordance with: (i) 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); (ii) LU's equality and diversity policy as provided to the Seller from time to time; & (iii) any other requirements/instructions which LU reasonably imposes in connection with any equality obligations imposed on LU at any time under Applicable Law. Seller shall take all necessary steps (and inform LU of the same) to prevent unlawful discrimination designated as such by any court or tribunal, the Equality and Human Rights Commission or any successor organisation.

12.4 Anti-bribery: Seller shall: (i) comply with all Applicable Law relating to anti-bribery, including the Bribery Act 2010; (ii) not engage in any activity, practice or conduct which would constitute an offence under s1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (iii) comply with LU's Ethics and Anti-bribery Policy as in force from time to time.

12.5 Slavery: Seller confirms that neither it nor any of the Seller Personnel has been: (i) convicted of any offence; or (ii) the subject of an investigation, inquiry or enforcement proceedings involving slavery or human trafficking. Seller shall: (i) comply with all Applicable

Law relating to slavery, including the Modern Slavery Act 2015; (ii) comply with LU'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 Goods/Services provided to LU under the Contract; (iv) implement a system of training for its employees, suppliers and subcontractors to ensure compliance with this clause 12.5 (& keep a record of all such training).

12.6 Seller shall submit a report/statement to LU 12 months after the start date of the Contract and annually thereafter demonstrating its compliance with clauses 12.3, 12.4 & 12.5. Seller shall notify LU as soon as it becomes aware of any breach or potential breach of such clauses.

12.7 Audit: Seller shall allow LU and any auditors of or other advisers to LU (on reasonable notice from LU) to access any of Seller's (and its suppliers'/subcontractors') premises, personnel and relevant records as may be reasonably required in order to: (i) fulfil any legally enforceable request by any regulatory body; (ii) undertake verifications of the accuracy of charges or identify suspected fraud; (iii) undertake verification of Seller's compliance with the Contract. Should an audit identify any error or failure, the costs of such audit shall be reimbursed by Seller to LU.

12.8 Force majeure: Neither party shall be liable to the other as a result of any delay/failure to perform its obligations under this Contract as a result of a Force Majeure Event.

12.9 Supply Chain: Supplier shall not purchase any resources/materials that have been sourced from entities using forced labour. Seller shall implement/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.

12.10 Assignment & subcontracting: Seller shall not assign/transfer/charge/subcontract/deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of LU. Seller shall include in every Sub-contract a right for Seller to terminate that Sub-contract if the subcontractor fails to comply with Applicable Law (& a requirement that the subcontractor includes an provision having the same effect in any Sub-contract which it awards). Where LU considers there are grounds for the exclusion of a subcontractor under Reg 57 of the Public Contracts Regulations 2015 (whether or not LU constitutes a contracting authority under such regulation), then: (i) if LU finds there are compulsory grounds, Seller shall replace/ not appoint the subcontractor; & (ii) if LU finds there are non-compulsory grounds, LU may require Seller to replace/not to appoint the subcontractor & Seller shall comply with such requirement.

12.11 LU may at any time assign/transfer/charge/subcontract/deal in any other manner with all or any of its rights under the Contract.

12.12 Notices: Any notice required to be given under or in connection with this Contract shall be in writing, addressed to the contact name/title detailed in the Order & shall be delivered to the other party: (i)

personally or sent by prepaid first-class post/recorded delivery/commercial courier, to its registered office/principal place of business (if not a company with a registered office); or (ii) by fax to the other party's main fax number; or (iii) sent by email to the other party's email address set out in the Order. Any notice is deemed received if: (i) delivered personally, when left at such address; (ii) if sent by prepaid first-class post or recorded delivery, at 9.00am on the 2nd Business Day after posting; (iii) if delivered by commercial courier, at the date/time that the courier's delivery receipt is signed; (iv) if sent by fax, at 9.00am on the next Business Day after transmission, provided a valid transmission receipt has been received; & (v) if sent by email, at 9.00am on the next Business Day, provided a valid delivery confirmation has been received. If actual delivery takes place outside of working hours on a Business Day, date/time of deemed delivery shall be 9.00am on the next Business Day. This clause 12.12 shall not apply to the service of any proceedings or other documents in any legal action.

12.13 Variation/Waiver: Except as set out in these Conditions, any variation, including the introduction of any additional terms & conditions, to the Contract shall only be binding when agreed in writing & signed by LU. A waiver of any right is only effective if it is in writing & shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. 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. Unless specifically provided otherwise, rights arising under the Contract are cumulative & do not exclude rights provided by law.

12.14 Severance: If a court or any other competent authority finds that any provision (or part of a provision) of the Contract is invalid/illegal/unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, & the validity & enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable & legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid & enforceable.

12.15 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership/joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

12.16 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

12.17 Criminal Finance Act

12.18 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 the provision of the Services, (in whole or in part), has the resources

and infrastructure in place to enable compliance with the CFA in full.

12.19 The Seller shall cooperate with the University in full with regards to any audits it may reasonably undertake in order to examine the processes and practices of the Contractor in the context of the requirements of the CFA.

12.20 Governing law & jurisdiction: This Contract, & 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, & construed in accordance with, English law & the parties irrevocably submit to the exclusive jurisdiction of the courts of England & Wales. However, such restriction shall not prevent a party enforcing a judgment in any other jurisdiction.