



Laboratory Equipment Purchase Agreement

Contract Reference: NU xxxxxxxx

Contract Title: xxxxxxxxxxxxxxxx

Laboratory Equipment Purchase Agreement

CONTRACT DETAILS

DATE:

Contract No:	[INSERT].
University:	means the University of Newcastle upon Tyne trading as Newcastle University.
University's Representative:	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
Supplier:	Name: [INSERT [COMPANY NAME] LIMITED (No. [NUMBER])] Address: [INSERT] Email: [EMAIL ADDRESS] Telephone: [NUMBER]
Supplier's Representative:	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
Supplier's Liability Cap:	[200% of the Price for any one event or series of connected events].
Price:	The price of the Equipment set out in the Order.
Payment Terms:	As set out in the Order and subject to the Conditions of Contract.
Supplier's Insurance requirements:	[LIST INSURANCE REQUIREMENTS HERE]

Notices and Points of Escalation:	<p>For the University: [INSERT: ADDRESS, NOTICE RECIPIENT, FIRST POINT OF ESCALATION, SECOND POINT OF ESCALATION]</p> <p>For the Supplier: [INSERT: ADDRESS, NOTICE RECIPIENT, FIRST POINT OF ESCALATION, SECOND POINT OF ESCALATION]</p>
Special terms:	<p>[The parties have agreed the following special terms which will take precedence over the Conditions:</p> <ul style="list-style-type: none"> • [INSERT SPECIAL TERMS]
Schedule:	Schedule 1: Support and Maintenance Services

This Contract incorporates the following documents (which, to the extent that there is any inconsistency between any of them, will be resolved in the following descending order of priority):

- (a) The Contract Details (highest priority);
- (b) the University's Order Form;
- (c) The Conditions of Contract;
- (d) The Support and Maintenance Schedule specified in the Contract Details (if applicable); and
- (d) The University Policies (lowest priority).

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list will have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

Signed by **[insert name of signatory]**

.....

for and on behalf of the **Supplier**

Authorised signatory

Signed by **[insert name of signatory]**

.....

for and on behalf of the **University**

Authorised signatory

CONDITIONS OF CONTRACT

1. Interpretation

The definitions and rules of interpretation in this clause apply in these conditions.

1.1 Definitions:

Applicable Laws	all applicable laws, statutes, regulations from time to time in force in England and Wales.
Business Day	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours	the period from 9.00 am to 5.00 pm on any Business Day.
Change of Control	has the meaning given in section 1124 of the Corporation Tax Act 2010.
Conditions	the terms and conditions set out in this document as amended from time to time in accordance with clause 16.
Confidential Information	shall mean the existence and terms of these Conditions, and all other information and trade secrets relating to the University's business or students which come into the possession of, or are otherwise made available to, the Supplier, whether orally, or in documentary, electronic or other form.
Contract	the contract between the University and the Supplier for the sale and purchase of the Equipment in accordance with the Contract Details, the Order and these Conditions.
Contract Details	the contract details front sheet attached to these terms and conditions (where applicable), signed by the Supplier and the University

Contract Date	the date of the Contract set out in the Contract Details.
Delivery Date	the date specified in the Order or if no such date is specified, within 28 days of the date of the Order being made by the University.
Delivery Location	the address where the Equipment will be delivered as set out in the Order.
EIR	the Environmental Information Regulations 2004.
Encumbrance(s)	any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.
Equipment	the equipment (including any part of it) set out in the Order agreed to be purchased by the University from the Supplier in accordance with the Contract.
FOIA	the Freedom of Information Act 2000 and any subordinate legislation (as defined under the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 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.
Force Majeure Event	any cause affecting, preventing or hindering the performance by a party of its obligations under this Contract arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, its'

	personnel, or any other failure in the Supplier's supply chain.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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	the University's order for the Equipment, as set out in the University's purchase order form or other written acceptance of the Supplier's quotation for the supply of the Equipment to the University, as the case may be.
Order Form	an order form for the Equipment, sent by the University to the Supplier, or confirming an oral order for the Equipment.
Price	the price for the Equipment as set out in the Order.
Software	any and all computer programs and computer software (of whatever type and in whatever form or media) installed on or supplied with the Equipment at

	the time of its delivery and either necessary for its operation in the manner contemplated by the University or otherwise referred to in the Order
Specification	any specification for the Equipment, including any related plans and drawings, that is agreed in writing by the University and the Supplier and set out in the Order or supplied by the Supplier in accordance with clause 3.1.3.
Supplier	the person or entity from whom the University purchases the Equipment set out in the Order.
Supplier's Liability Cap	the amount set out in the Contract Details.
University	means the University of Newcastle upon Tyne trading as Newcastle University as set out in the Contract Details.
University Policies	the University's mandatory policies as amended by notification to the Supplier from time to time.
Use	in relation to Software, includes the right to use the Software on the Equipment and any back-up or standby equipment, to make the copies as are necessary to use the Software on each part of the Equipment and to make copies for back-up purposes as well as all other ancillary rights implied by law.
Virus	any program which contains malicious code or infiltrates or damages a computer system without the owner's informed consent or is designed to do so or which is hostile, intrusive or annoying to the owner or user and has no legitimate purpose..
Vulnerability	a weakness in the computational logic (for example, code) found in software and hardware components

that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be interpreted accordingly.]

1.2 Interpretation

1.2.1 A reference to legislation or a legislative provision:

1.2.1.1 is a reference to it as amended, extended or re-enacted from time to time; and

1.2.1.2 will include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.2 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to **writing** or **written** excludes fax but not email.

2. Agreement to sell and purchase

The Supplier shall sell the Equipment with full title guarantee and free from all Encumbrances and the University shall purchase the Equipment in accordance with the Contract.

3. Warranties

3.1 The Supplier warrants to the University that:

3.1.1 at the Delivery Date, it has good and marketable title to the Equipment and the Equipment is legally and beneficially owned by the Supplier;

3.1.2 the Equipment will conform with the quality, description and other particulars of the Equipment stated in the Order;

3.1.3 the Equipment will conform with its description and any applicable Specification provided to the University by the Supplier;

3.1.4 the Equipment will conform with all standards referred to on any part of the Equipment and in any packaging and/or documents (including the Specification or Order) in, with or in relation to which the Equipment is supplied;

- 3.1.5 the Equipment will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the University expressly or by implication;
 - 3.1.6 the Equipment will be free from any defects in materials, workmanship and installation for a period of 12 months from the date of delivery;
 - 3.1.7 the Equipment [and Software] will comply with all performance and other specifications stated in the Order, and all applicable legislation for the time being in force, including all Cybersecurity Requirements;
 - 3.1.8 [unless the University and the Supplier have agreed in writing (signed on behalf of the University) additional conditions for any Software before or at the same time as the date of the Order, the Supplier has and will continue to have the full right and title to license the University and hereby grants to the University without further charge the irrevocable right and licence to Use the Software in connection with the Equipment;
 - 3.1.9 where applicable, the Supplier shall maintain the Equipment [and any Software] on the terms set out in Schedule 1;
 - 3.1.10 where the Supplier does not offer support and maintenance services for the Equipment [and any Software] in accordance with clause 3.1.9 , the Supplier will be entitled to maintain the Equipment [and any Software] itself, or by or through any third party, [and in that case the definition of Use will extend to permitting that maintenance of the Software]; and
 - 3.1.11 it will provide to the University high quality user manuals and training and other documents for the Equipment [and the Software] without further charge in that form and quantities as the University may reasonably stipulate no later than [14] days after the Delivery Date.
- 3.2 The provisions in this clause 3 shall survive any delivery, inspection, acceptance, payment or performance of the Equipment pursuant to the Contract and shall extend to any replacement, repaired, substitute or remedial equipment provided by the Supplier.

4. Inspection and testing of Equipment

4.1 The Supplier shall:

4.1.1 carefully test and inspect the Equipment before delivery to ensure that it complies with the requirements of the Order; and

4.1.2 if so requested by the University, give the University reasonable advance notice of those tests (which the University shall be entitled to attend).

4.2 The University reserves the right to call for certificates or test certificates for the Equipment at any stage of manufacture or assembly. Those certificates shall clearly state the University's Order numbers and any item or equipment numbers. If, as a result of any inspection or test, the University finds that the Equipment or any items comprised within it do not comply with the Order, or are unlikely to comply with it on completion of manufacture, processing or performance, the University may inform the Supplier, and the Supplier shall take those steps as are necessary to ensure compliance.

5. Delivery, installation and acceptance of Equipment

5.1 The Supplier shall deliver the Equipment to the University on the Delivery Date, at the Delivery Location, during the University's Business Hours.

5.2 Delivery of the Equipment shall complete on the completion of the unloading and installation of the Equipment (including all parts and components relating to it) at the Delivery Location by the Supplier.

5.3 Time is of the essence as to the completion of delivery of the Equipment under the Contract and if the Supplier does not comply with its obligations in clause 5.1, the University may, without prejudice to any other rights or remedies that it may have:

5.3.1 terminate the Contract in whole or in part without incurring any liability to the Supplier;

5.3.2 reject the Equipment (in whole or in part) and return it to the Supplier at the Supplier's own risk and expense;

5.3.3 notwithstanding any provisions in this Contract concerning the maintenance of the Equipment, require the Supplier to repair or replace the Equipment (if it has been

- rejected by the University), or to provide a full refund of the Price of the Equipment (if paid);
- 5.3.4 refuse to accept any subsequent delivery of the Equipment or any items or components comprised in the Equipment which the Supplier attempts to make;
- 5.3.5 purchase substitute equipment elsewhere and recover from the Supplier any costs incurred by the University in doing so; and/or
- 5.3.6 to claim damages for any other costs, loss or expenses incurred by the University which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 5.4 The remedies in clause 5.3 apply to any repaired or replacement equipment supplied by the Supplier and the University's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.
- 5.5 The Supplier shall ensure that the Equipment is properly packed and secured in such manner as to enable it to reach the Delivery Location in good condition.
- 5.6 No charge shall be made for wrapping, packing, cartons, boxes, crating or containers unless specified in the Order and agreed by the University, and the University shall not be responsible for returning those materials, or making any packaging materials available for collection to the Supplier [unless that fact is clear stated in the Order].
- 5.7 Subject to clause 5.6, the University shall [[return any packaging materials for the Equipment (other than Containers (defined in clause 5.8)) to the Supplier, at the Supplier's expense] **OR** [make any packaging materials (other than Containers (defined in clause 5.8)) for the Equipment available for collection by the Supplier, at the Supplier's expense, from the Delivery Location to which Equipment was delivered]].
- 5.8 Where the Equipment is supplied in shipping containers (**Containers**) belonging to the Supplier:
- 5.8.1 the Supplier shall be responsible for insuring the Containers, at its own cost, for their full replacement value at all times during delivery of the Equipment and while they are in the University's possession at the Delivery Location; and

- 5.8.2 the University shall allow the Supplier to collect the Container(s) when the Equipment in the Container(s) once the Equipment has been unloaded and installed at the Delivery Location.
- 5.9 The Equipment shall be delivered by the Supplier to the Delivery Location and the Supplier shall pay for the cost of its delivery. The Equipment shall be received at the Delivery Location, subject to the University's inspection and approval. If the University rejects the Equipment as not conforming with the Order it shall be returned to the Supplier at the Supplier's risk and expense.
- 5.10 Unless the University and the Supplier have, before or at the same time as the Order, agreed in writing (signed on behalf of the University) additional conditions regarding preparation of or environmental requirements at the Delivery Location or at the site at which the Equipment is to be installed, the Supplier acknowledges and agrees that the Equipment is suitable to be installed and used at the premises at which the University intends to use it and that there are no additional conditions regarding site preparation or environmental requirements.
- 5.11 In relation to installation of the Equipment:
- 5.11.1 except where condition 5.11.5 applies, the Supplier shall, without further charge to the University, install the Equipment at the premises at which the University intends to use it and subject the Equipment to its standard installation and acceptance tests;
- 5.11.2 if the Equipment passes those tests, the Supplier will issue an acceptance certificate to that effect to the University, but receipt by the University of such an acceptance certificate will not constitute legal acceptance by the University;
- 5.11.3 if the Equipment does not (on any attempt) pass those tests, the Supplier will (without affecting the University's other rights and remedies) promptly and at its expense carry out all necessary remedial work and resubmit the Equipment to the tests as set out in condition 5.11.1 and condition 5.11.2;

- 5.11.4 If all the tests have not been successfully completed within **7** days after delivery, the University shall have the same rights as it would have had if the Supplier had not performed its obligations under condition 5.1; and
- 5.11.5 if the University and the Supplier have, before or at the same time as the Order, agreed otherwise in writing (signed on behalf of the University), then the University (itself or through a third party) will be responsible for installing the Equipment and condition 5.11.1 to condition 5.11.4 shall not apply.
- 5.12 Notwithstanding condition 5.11, the University shall not be deemed to have accepted the Equipment until it has had a reasonable time to inspect it after completion of delivery, or, in the case of a latent defect in the Equipment, until a reasonable time after the latent defect has become apparent.
- 6. Risk and property**
- 6.1 The Equipment shall be at the risk of the Supplier until it has been delivered to the University at the Delivery Location and off-loaded and installed by the Supplier in accordance with the Order.
- 6.2 Title to the Equipment shall pass to the University on completion of delivery (including the off-loading and installation of the Equipment) to the Delivery Location in accordance with the Order. The passing of title to the Equipment is without prejudice to any right of rejection to which the University may be entitled under the Contract or otherwise.
- 7. Price and payment**
- 7.1 The Price of the Equipment:
- 7.1.1 is inclusive of delivery, packaging, packing, shipping, carriage, insurance and other charges and dues; and
- 7.1.2 excludes amounts in respect of value added tax (VAT), which the University shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice.
- 7.2 No extra charges shall be effective and payable by the University in addition to the Price unless agreed in writing with the University.

- 7.3 The Supplier shall invoice the University for the Price plus VAT at the prevailing rate on or at any time after the completion of delivery at the Delivery Location as specified in the Order. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the University's order number (if applicable), the Supplier's VAT registration number (if applicable) and any supporting documents that the University may reasonably require.
- 7.4 Unless otherwise stated in the Order, the University shall pay for the Equipment within 30 days from the date on which the University has determined that the invoice for it is valid, properly due and undisputed to a bank account nominated in writing by the Supplier.
8. **Indemnity**
- 8.1 The Supplier shall indemnify the University against all liabilities, costs, expenses, damages and losses suffered or incurred by the University arising out of or in connection with any claim made against the University for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt, use or onward supply of the Goods by the University, its licensees and sub-licensees.
- 8.2 This clause 8 shall survive termination of the Contract.
9. **Insurance**
- 9.1 During the term of this Contract, the Supplier shall maintain in force, with a reputable insurance company the amount of insurance set out in the Contract Details; and
- 9.2 The Supplier will produce to the University on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
10. **Limitation of liability**
- 10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise.
- 10.2 Nothing in this Contract shall limit the Supplier's liability under clause 8.1 (Indemnity) of the Contract. Any liability which falls within this clause 10.2 will not be taken into account in assessing whether the Supplier's financial caps in clause 10.4 have been reached.

- 10.3 Nothing in this Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 10.3.1 death or personal injury caused by negligence;
 - 10.3.2 fraud or fraudulent misrepresentation;
 - 10.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; and
 - 10.3.4 any other liability which by law cannot be limited.
- 10.4 Subject to clause 10.2 and clause 10.3 the Supplier's total liability to the University for all loss or damage howsoever arising in connection with the Contract will not exceed the Supplier's Liability Cap; and
- 10.5 Subject to clause 10.3 the University's total liability to the Supplier for all loss or damage howsoever arising under or in connection with the Contract shall not exceed the Price.
- 10.6 The caps on the Supplier's liabilities shall not be reduced by:
- 10.6.1 payment of an uncapped liability;
 - 10.6.2 amounts awarded or agreed to be paid under clause 8.1 (Indemnity) or any other terms of this Contract; and
 - 10.6.3 amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.
- 10.7 Subject to clause 10.3 neither party shall have any liability for any special, indirect or consequential loss arising under or in connection with this Contract.
- 10.8 This clause 10 shall survive termination of the Contract.
11. **Compliance with relevant laws and policies**
- 11.1 In performing its obligations under the Contract, the Supplier shall:
- 11.1.1 comply with all applicable laws, statutes, regulations from time to time in force; and
 - 11.1.2 comply with the with the University Policies.
- 11.2 Breach of clause 11.1 shall constitute an irremediable material breach of the Contract.
12. **Termination**
- 12.1 Without affecting any other right or remedy available to it, the University may terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Supplier at any time before delivery of the Goods with immediate effect by giving the Supplier

written notice, at which point the Supplier shall discontinue all work on the Contract or at any time if:

12.1.1 there is a Change of Control of the Supplier;

12.1.2 the Supplier is in breach of its compliance obligations under clause 9, clause 11, clause 14 or clause 17; or

12.1.3 the University reasonably believes that a termination ground in in any Applicable Law relating to the procurement of supplies, services and works applies.

12.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

12.2.1 the other party commits a material breach of any term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

12.2.2 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 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;

12.2.3 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 any of its creditors other than (being a company) 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;

12.2.4 the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;

12.2.5 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 the other party (being a company, limited liability partnership or partnership) 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;
- 12.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- 12.2.7 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- 12.2.8 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- 12.2.9 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 the other party's assets and such attachment or process is not discharged within 14 days;
- 12.2.10 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 clause 12.2.1 to clause 12.2.9 (inclusive); or
- 12.2.11 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 12.3 On termination or expiry of the Contract for whatever reason any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 12.4 Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

13. Force majeure

- 13.1 Subject to the remaining provisions of this clause 13.1, neither party to this Contract shall in any circumstances be liable to the other for any delay or non-performance of its obligations under this Contract to the extent that such delay or non-performance is due to a Force Majeure Event.
- 13.2 In the event that either party is delayed or prevented from or hindered in performing its obligations under this Contract by a Force Majeure Event, such party shall:
- 13.2.1 give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause of the delay or prevention and its estimated duration;
- 13.2.2 use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Contract; and
- 13.2.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 13.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 13.4 The Supplier cannot claim relief if the Force Majeure Event is one where a reasonable service provider should have foreseen and provided for the cause in question.
- 13.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Contract. Where the Supplier is the affected party, it shall take or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.
- 13.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Contract. Following such notification, this Contract shall continue

to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

- 13.7 Neither party will be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 30 days' written notice to the other party.

14. Equal Opportunities and the Equality Act 2010

14.1.1 The University is committed to a comprehensive policy of equal opportunities and to meeting its responsibilities under the Equality Act 2010 (the 'EA') and the Code of Practice on Racial Equality in Employment 2005.

14.1.2 The Supplier shall in performing the Contract comply with the provisions of section 149 of the EA as if the Supplier were a body within the meaning of Schedule 19 of the EA.

14.1.3 The Supplier shall comply with the provisions of section 41 of the EA in all dealings with sub-contractors.

14.1.4 The Supplier shall comply with all of its legal obligations regarding the prevention of discrimination, victimisation or harassment because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation, and the promotion of equality.

14.1.5 The Supplier shall, when required, answer queries raised by the University on matters referred to in this clause 14 and breach of statutory obligations will entitle the University to immediately terminate this Contract.

14.1.6 The Supplier shall establish, maintain and enforce its own policies and procedures, to ensure compliance with the requirements of the EA.

15. Assignment and other dealings

- 15.1 Save as set out in the Contract Details, the Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract.

15.2 The University may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Contract, provided that it gives prior written notice of such dealing to the Supplier.

16. Variation

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. Corrupt Gifts

17.1 The Supplier shall, and shall procure that their employees, officer, agents, sub-contractors, or anyone else acting on their behalf shall:

17.1.1 not commit any act or omission which causes or could cause it or the University to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;

17.1.2 not, offer or give, or agree to give either directly or indirectly, to any employee or representative of the University, any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the University, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such other contract;

17.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with the Contract and the steps it takes to comply with this clause 17.1, and permit the University to inspect those records as reasonably required;

17.1.4 promptly notify the University of:

17.1.4.1 any request or demand for any financial or other advantage received by it; and

17.1.4.2 any financial or other advantage it gives or intends to give whether directly or indirectly in connection with the Contract; and

17.1.5 promptly notify the University of any breach of this clause 17.1.

17.1.6 The attention of the Supplier is drawn to the criminal offences created by the Bribery Act 2010.

17.1.7 The University may terminate the Contract immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of this clause 17.1.

18. Confidentiality and Freedom of Information

18.1 Each party will, subject to clauses 18.2 and 18.3:

18.1.1 keep all Confidential Information secret, safe and secure;

18.1.2 not use or disclose the Confidential Information except for the purposes of performing their obligations under this Contract.

18.2 The provisions of clause 18.1 shall not apply to Confidential Information to the extent that it is or was:

18.2.1 already in the possession of a party free of any duty of confidentiality on the date of its disclosure;

18.2.2 in the public domain other than as a result of a breach of clause 18.1; or

18.2.3 required to be disclosed by regulatory or legal requirement.

18.3 Notwithstanding the provisions of clauses 18.1 and 18.2 the Supplier acknowledges and agrees that the University is committed to meeting its responsibilities under the FOIA and EIR and to external auditors where the University may need to disclose information about the subject matter of this Contract and the Charges and the Supplier shall assist and cooperate with the University (at no expense to the University) to enable the University to comply these responsibilities.

19. Waiver

19.1 A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

19.2 A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. Rights and remedies

The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

21. Severance

21.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

21.2 If any provision or part-provision of this Contract is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire agreement

22.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

23. Conflict

If there is an inconsistency between any of the provisions of this Contract and the provisions of the Statements of Work, the provisions of this Contract shall prevail.

24. No partnership or agency

24.1 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. Third party rights

- 25.1 Unless it expressly states otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

26. Notices

- 26.1 Any notice or other communication given to a party under or in connection with the Contract will be in writing and will be:

26.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

26.1.2 or sent by email to the email address specified in the Contract Details.

- 26.2 Any notice or communication will be deemed to have been received:

26.2.1 if delivered by hand, at the time the notice is left at the proper address;

26.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

26.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 26.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- 26.3 This clause 26 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. Counterparts

- 27.1 This Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

28. No counterpart shall be effective until each party has executed and delivered at least one counterpart.
29. **Multi-tiered dispute resolution procedure**
- 29.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (**Dispute**) then each party will follow, and procure that its representatives set out in the Contract Details follow, the procedure set out in this clause 29.
- 29.2 Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. Once the Dispute Notice has been served in relation to the Dispute, the Dispute will be referred to each party's First Point of Escalation set out in the Contract Details. Those representatives will meet at the earliest convenient time and in any event within 7 Days of the date of service of the Dispute Notice and will attempt in good faith to resolve the Dispute.
- 29.3 If the Dispute has not been resolved within 7 days of the date of service of the relevant Dispute Notice each party will refer the Dispute to their Second Point of Escalation set out in the Contract Details. Those representatives will meet at the earliest convenient time and in any event within 14 days of the date of service of the Dispute Notice and will attempt in good faith to resolve the Dispute.
- 29.4 Subject to clause 29.5, the procedure set out in clauses 29.1 to 29.3 will be followed prior to the commencement of any proceedings by either party in relation to the Dispute. However, if the Dispute is not resolved within 30 days of the date of service of the relevant Dispute Notice either party may commence proceedings in accordance with clause 30 or, if both parties agree in writing to do so, the parties will attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Either party may withdraw from mediation at any time.
- 29.5 Nothing in this clause 29 will prevent or delay either party from:
- 29.5.1 seeking orders for specific performance, interim or final injunctive relief;
 - 29.5.2 exercising any rights it has to terminate the Contract; or
 - 29.5.3 commencing any proceedings where this is necessary to avoid any loss of a claim due to the rules on limitation of actions.

30. Governing law

This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

31. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

Schedule 1

Support and Maintenance Services

[INSERT SUPPLIER'S MAINTENANCE TERMS]