LSTM STANDARD TERMS AND CONDITIONS OF PURCHASE

Version 1.0
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TERMS AND CONDITIONS

The definitions used in this Agreement are at the end of this document.

1. TERM, SCOPE & FORMATION

1.1. **Term.** This Agreement starts on the Effective Date and continues for the Term, unless terminated by either Party, or extended by agreement of the Parties. The Supplier will deliver the Goods and / or supply the Services to the Client from the Effective Date in accordance with this Agreement.

1.2. **Scope and Application.** These standard terms and conditions of purchase ("Terms") apply to all POs issued by the Client for the supply of Goods and/or Services and are accessible at https://lstmed.ac.uk/about-us/procurement/. These Terms do not apply if the Parties have executed a separate, written agreement covering the scope of work, to the extent that such agreement applies, then that agreement shall prevail.

1.3. **Formation and Deemed Acceptance**. A binding contract is formed when the Supplier accepts the PO, acknowledges the PO or commences performance of the PO, whichever occurs first. By accepting, acknowledging or performing a PO, the Supplier irrevocably agrees to be bound by these Terms. The Supplier shall be deemed to have accepted these Terms notwithstanding any failure to sign them, and any purported acceptance of a PO subject to the Supplier's own terms and conditions shall be of no effect.

1.4. **Order of Precedence and Entire Agreement.** These Terms, together with the relevant PO, form the entire agreement between the Client and the Supplier (the "Agreement") and supersede all prior discussions, correspondence, negotiations, arrangements and understandings between the Parties relating to the subject matter. In the event of any conflict or inconsistency between: a) these Terms; b) the PO; and c) any terms proposed by the Supplier, the order of precedence shall be: a) these Terms; and b) the PO. The PO sets out the commercial details of the order only (including descriptions, quantities, pricing and delivery details) and shall not amend, vary or override these Terms unless expressly agreed in writing by the Client.

1.5. **Exclusion of Supplier Terms**. The Client expressly rejects any terms and conditions proposed or relied upon by the Supplier at any time, including without limitation, via quotation, invoice, acknowledgement, website click-through terms or otherwise. Any such Supplier terms shall be null, void, and of no legal effect, even if referenced in or attached to any Supplier document or purportedly accepted by conduct, unless expressly agreed in writing by an authorised representative of the Client.

1.6. **Variation.** The Client may give reasonable written notice to require changes to the Goods and/or Services for any reason. This is called a Variation. The details (including price) of any Variation must be agreed in writing and signed by an authorised representative of each Party.

2. SUPPLY OF GOODS AND/OR SERVICES

2.1. The Supplier must provide the Goods and/or Services during the Term in accordance with the Client's requirements as set out in this Agreement. The Client may inspect and examine the Goods and/or performance of the Services at any reasonable time.

2.2. If the Client thinks that any part of the Goods and/or Services do not meet the requirements of this Agreement, the Supplier may at its own expense: a) re-schedule and perform the Services correctly within a reasonable time frame; and/or b) repair or replace the Goods affected. This does not affect any other rights the Client may have for breach of this Agreement. If the Supplier does not re-schedule and perform the Services correctly or repair/ replace the Goods within a reasonable time the Client may seek another remedy to be paid for by the Supplier.

2.3. The Supplier agrees that it:

2.3.1. has sufficient information to enable it to perform the Services and/or deliver the Goods in accordance with this Agreement; and

2.3.2. must comply with all instructions of the Client relating to its performance of the Services and delivery of the Goods.

2.4. The Supplier confirms that it has the necessary knowledge and expertise to perform the Services using a high degree of skill and care and in a timely and professional manner.

2.5. The time for delivery of the Services and/or Goods provided under this Agreement is time critical.

2.6. The Supplier must, when working at the Client's premises, perform the Services in accordance with the Client's policies and procedures.

2.7. The Supplier must ensure that the Goods (where applicable): a) match their description and any applicable specification; b) are of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Client, expressly or by implication, and in this respect the Client relies on the Supplier's skill and judgement; c) where they are manufactured products, are free from defects in design, material

and workmanship and must remain so for 12 Months after delivery; and d) comply with all Law requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

2.8. The Supplier shall comply with all Anti-Business Crime Laws (and their equivalent if the Supplier is domiciled in another jurisdiction).

3. DELIVERY OF GOODS

3.1. The Supplier must ensure that the Goods are properly packed and secured in order for the Goods to reach their destination in good condition.

3.2. Any Goods must be delivered to the delivery location on the delivery date (where specified in the PO) in accordance with DDP (Incoterms® 2020 Rules). If no delivery location and/ or delivery date is specified in the PO, such date and location shall be as agreed between the Parties.

4. PERSONNEL AND COMPETENCIES

4.1. Clauses 4.1 – 4.3 (Personnel and Competencies) apply where this Agreement is used for the supply of Services. Where specified in the PO, the Services must be performed by the Personnel listed in the PO (if applicable). No changes in Personnel can be made without the Client's prior approval in writing (and the Client will not delay or reject such a change unless it has good reason to do so).

4.2. The Supplier will not introduce or supply any Personnel to the Client until it has confirmed their identity and that they have the experience, training, qualifications and any authorisations which the Client considers are necessary or which are required by Law to deliver the Services.

4.3. The Supplier must replace any of the Personnel who the Client reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any Personnel for any reason, the Supplier must quickly replace that member of Personnel with another person who has the necessary training and skills to meet the requirements of the Services.

5. ASSIGNMENT AND SUB-CONTRACTING

5.1. A Party can only transfer this Agreement to someone else if the other Party agrees in writing first.

5.2. The Supplier is responsible for the acts, Defaults and omissions of its sub-contractors as if they were his own and any consent given under clause 5.1 will not relieve the Supplier of any of its obligations under this Agreement.

6. INDEMNITY, LIABILITY AND INSURANCE

6.1. The Supplier must compensate the Client for all actions, proceedings, costs, claims, demands, liabilities, losses and expenses arising out of or in connection with:

6.1.1. any claim brought against the Client in tort (including negligence), Default, or breach of this Agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of the Supplier or of its employees or of any other Personnel, servants, agents or sub-contractors; and/or

6.1.2. any claim made against the Client by a third party arising out of, or in connection with, the supply of the Goods and/or Services; and/or

6.1.3. any claim brought against the Client for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Goods and/or Services; and/or

6.1.4. the Client's reliance on the accuracy of all representations or statements made and the advice given by the Supplier in connection with the provision of the Goods and/or Services and the accuracy of any Confidential Information, works, documents and materials conceived, originated, made or developed by the Supplier in connection with the provision of the Goods and/or Services, unless the same is directly caused by or directly arises from the negligence or breach of this Agreement by the Client.

6.2. The Client may at any time, without informing the Supplier, set off any amounts owed by the Supplier to the Client against any amounts owed by the Client to the Supplier, whether the amount owed is present or future, liquidated or unliquidated, and whether or not the amount owed arises under this Agreement. Any exercise by the Client of its rights under this clause does not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

6.3. The Client's total liability under or in connection with this Agreement, however it arises, must not exceed 100% of the Fees paid to the Supplier under this Agreement (and where the Services are provided under a number of POs, the Client's total liability shall not exceed 100% of the total Fees under those POs).

6.4. A Party will not be responsible to the other Party (as far as permitted by Law) for any indirect, special, or consequential loss or damage in connection with this Agreement which will include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.

6.5. The Supplier will take out adequate insurance cover with an insurance office of good repute to cover the liability accepted by it in this Agreement and at the Client's request agrees to produce a

copy of the insurance policy or policies and relevant renewal receipts for inspection by the Client (the Insurance).

6.6. The Supplier will comply with the terms and conditions of the Insurance and all reasonable requirements of the insurers, including, in connection with the prosecution and settlement of claims, the recovery of losses and the prevention of accidents. The Supplier will bear the cost of all excesses, exclusions and limitations under the Insurance.

7. CO-OPERATION IN HANDOVER

7.1. At the end of this Agreement (either upon termination or expiry), the Client may require the Supplier to help assist with its exit and the onboarding of a new supplier or the bringing of the supply of Goods and/or Services in-house and may ask the Supplier for such assistance up to 3 Months following the date of termination or expiry.

8. NO TRANSFER OF STAFF

8.1. Where the Transfer of Undertakings (Protection of Employment) Regulations 2006 applies in respect of the award of this Agreement, the Parties will enter into a further agreement documenting the terms that will apply in relation to the transfer of staff.

9. DATA PROTECTION AND CYBER INCIDENTS

9.1. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9.1 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

9.2. Unless and to the extent the Parties have agreed otherwise in writing, the Parties' acknowledge that, for the purposes of the Data Protection Legislation:

9.2.1. Where the Parties act as independent Controllers or share Personal Data, the Parties shall enter into a separate data sharing agreement.

9.2.2. Where the supply of Goods and/or Services by the Supplier to the Client comprises (in whole or in part) the processing of Personal Data by the Supplier, the Client is the Controller and the Supplier is the Processor. The scope, nature and purpose of processing is the supply of the Goods and /or Services, the duration of the processing is the Term, and the types of Personal Data and categories of Data Subject are as is necessary to supply the Goods and/or Services; and

9.2.3. Each Party is otherwise an independent Controller of any other Personal Data it processes, including of its own and the other Party's Personnel who are engaged in the performance of this Agreement.

9.3. Without prejudice to the generality of clause 9.1, in relation to any Personal Data processed by the Supplier as a Processor on behalf of the Client in accordance with this Agreement, the Supplier shall:

9.3.1. Process that Personal Data only on the documented written instructions of the Client, unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Client of this before performing the processing required by the Domestic unless the Domestic Law prohibits the Supplier from so notifying the Client;

9.3.2. Immediately inform the Client if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation;

9.3.3. Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

9.3.4. Ensure that all Personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

9.3.5. Not transfer any Personal Data outside of the UK unless the prior written consent of the Client has been obtained, including as to the means of compliance with the Data Protection Legislation (whether in reliance on transfers approved by regulations, subject to appropriate safeguards, or in reliance on derogations);

9.3.6. Assist the Client in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

9.3.7. Notify the Client without undue delay on becoming aware of a Data Subject request, claim or complaint under the Data Protection Legislation or a Personal Data Breach;

9.3.8. At the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Domestic Law to store the Personal Data;

9.3.9. Comply with clauses 19.1-19.2 in respect of its compliance with this clause 9.3 and the Data Protection Legislation;

9.3.10. Not appoint any third party processor of Personal Data without obtaining the Client's prior written consent and entering into a written agreement with the third party processor incorporating terms which are substantially similar to those set out in this clause 9.3 and in any event reflect and will continue to reflect the requirements of the Data Protection Legislation; and

9.3.11. Remain fully liable for all acts or omissions of any third party processor appointed by it.

9.4. The Supplier must notify the Client immediately if it becomes aware of any Incident and respond without delay to all queries and requests for information from the Client about any Incident, whether discovered by the Supplier or the Client.

10. FREEDOM OF INFORMATION

10.1. If the Client is subject to the requirements of the FOIA, the Supplier must assist and co-operate with the Client to enable the Client to comply with these information disclosure requirements.

10.2. The Supplier acknowledges that the Client may be obliged under the FOIA to disclose Information without consulting with the Supplier; or following consultation with the Supplier and having taken its views into account.

10.3. The Client is responsible for determining whether the commercially sensitive information and/or any other information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

11. FREEDOM OF SPEECH

11.1. The Supplier acknowledges that the Client is subject to duties relating to freedom of speech within the law. The Supplier shall not, in the provision of the Goods and/or Services, act in a manner that unlawfully restricts or interferes with freedom of speech or academic freedom and shall comply with all reasonable policies and procedures of the Client relating to the same.

12. SAFEGUARDING AND PREVENT

12.1. The Supplier shall comply with all applicable safeguarding legislation and, where relevant to the supply of Goods and/or Services, the Client's safeguarding and Prevent policies (as notified to the Supplier from time to time).

12.2. The Supplier shall ensure that its personnel are appropriately trained and aware of safeguarding and Prevent obligations where the Services involve contact with students, staff or vulnerable individuals.

13. INTELLECTUAL PROPERTY

13.1. Intellectual Property Rights in all works or supplies provided under this Agreement as part of the supply of Goods and/or Services (including, but not limited to, any Deliverables, works, documents, materials, software, reports, data, designs or other outputs created, developed or generated by or on behalf of the Supplier in the course of performing the Services) will be owned by the Client and the Supplier must ensure that it (or procures that its personnel) will execute all documents necessary to effect such ownership. Rights and obligations under this clause will continue in force after the termination of this Agreement.

13.2. Where the Supplier provides materials and Intellectual Property Rights to the Client under this Agreement it must disclose this to the Client and confirms it has the right to do so and must fully indemnify and hold Client harmless against all loss or liability arising from any third party Intellectual Property Rights claims against the Client.

13.3. Except as described above both Parties retain ownership of their pre-existing Intellectual Property Rights protected material.

14. CONFLICTS OF INTEREST, FRAUD AND COMPETITION LAW

14.1. The Supplier must do everything it can reasonably do to ensure that it is not placed in a position where there is or may be an actual conflict, or a potential conflict, between the financial or personal interests of the Supplier and the duties owed to the Client under this Agreement. The Supplier must disclose to the Client full details of any such conflict, or potential conflict of interest which may arise. If any such conflict arises the Supplier must notify the Client in writing and the Client must agree the most appropriate action.

14.2. The Supplier must notify the Client immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

14.3. The Supplier must not at any point during the Term engage in any activity, practice or conduct which would constitute fraud, including but not limited to a fraud offence under section 199(6) of the Economic Crime and Corporate Transparency Act 2023.

14.4. The Supplier represents and confirms that it has implemented and continues to maintain throughout the Term reasonable and robust fraud detection and prevention procedures appropriate to its business activities, including in compliance with the Economic Crime and Corporate Transparency Act 2023 (as applicable) or any other relevant Law applicable to fraud prevention with the jurisdiction in which it operates. The Supplier must review and update these procedures regularly and upon reasonable request provide the Client with details of such procedures as evidence of compliance.

14.5. The Supplier confirms that it has not engaged in any price fixing, bid rigging, illegal price information exchange agreement or other arrangement in breach of UK, EU (as applicable) or other competition Laws relevant to the Supplier.

14.6. The Supplier confirms that it and its sub-contractors and suppliers and its and their respective employees and agents have not committed, and must not offer or agree to give to any servant, employee, officer or agent of the Client any gift or consideration of any kind as an inducement or reward.

14.7. Any breach of this clause will be a material breach of this Agreement and will give the Client the right to terminate this Agreement immediately in accordance with clause 21.1.

15. DISCRIMINATION

15.1. The Supplier must not unlawfully discriminate in accordance with the Law (whether in race, gender, religion, disability, age, sexual orientation or otherwise).

16. PUBLICITY

16.1. A Party cannot without the written consent of the other Party advertise, publicly announce or provide to any other person information relating to the existence or details of this Agreement or use the other Party's name in any format for any promotion, publicity, marketing or advertising purpose.

17. TERMS OF PAYMENT

17.1. The Supplier will invoice the Client for the Fees as described in this Agreement.

17.2. The Supplier must quote a PO number on the invoice in order to facilitate payment of the Fees. The payment terms set out in this Agreement shall apply notwithstanding any different or additional payment terms stated in a PO or other document unless expressly agreed by the Client's Head of Procurement.

17.3. As long as an invoice is one which the Supplier is allowed to submit the Client must pay the Supplier within 30 days of receipt of an undisputed invoice from the Supplier subject to any right of deduction which the Client may have by way of setoff or reduction. If the Client does make any such deduction then it must notify the Supplier in writing with reasons.

17.4. If the Client fails to make any payment to the Supplier to which the Supplier is entitled under these clauses 17.1 – 17.5 (Terms of Payment) after deduction of any amount which the Client is entitled to deduct, then the Client must pay (if requested by the Supplier) interest for the period in days until such payment is made. The rate of interest will be 8% per annum over the base rate of the Bank of England ruling at the date when the payment became overdue.

17.5. The Fees are stated exclusive of VAT, which will be added at the prevailing rate as applicable and paid by the Client following delivery of a valid VAT invoice. The Supplier will indemnify the Client against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Client at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under this Agreement.

18. RECOVERY OF SUMS DUE

18.1. All damages, costs, charges, expenses, debts, sums or other amounts owing to and due and payable, arising out of or attributable to this Agreement may be deducted by the Client from monies due or which may become due to the Supplier under this Agreement.

19. RECORDS AND RIGHT OF AUDIT

19.1. The Supplier must generate records (electronic and/or written), in connection with its applicable performance or obligations under this Agreement, including full and accurate records of the Goods, Services, expenditure reimbursed by the Client and all payments made by the Client and measures taken to comply with this Agreement and the Data Protection Legislation (the Records) and must keep secure and retain Records until seven years after the final payment of all Fees due under this Agreement, or such longer period as may be agreed between the Parties.

19.2. The Supplier must give the Client or its authorised agents, access to the Records where requested in order to check the Supplier's compliance with this Agreement but such access does not include access to the Supplier's Confidential Information, trade secrets proprietary information, formulas, processes, payroll records, or any components of Supplier's fixed sums, rates or mark-ups.

20. UNFORSEEN EVENTS

20.1. Neither Party will be responsible for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results 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 this Agreement by giving not less than 30 days' written notice to the affected Party.

21. TERMINATION

21.1. Either Party may terminate this Agreement by giving written notice to the other effective from the date of service of such notice if: a) there is a breach by the other Party of any provision of this Agreement which allows the Party not in breach to terminate this Agreement; or b) there is a material or continued breach of any other term of this Agreement, which is not fixed within 30 days of the service of written notice to the defaulting Party specifying the breach and requiring it to be remedied.

21.2. On termination, the Client must pay the Supplier the Fees due in accordance with this Agreement in respect of the Goods received and Services performed by the Supplier up to the date of termination along with any costs of the commitments already entered into by the Supplier at the date of termination of this Agreement, minus any payments already made to the Supplier up to the date of termination. If the amount of payments already made to the Supplier at the date of termination exceeds the sum due to the Supplier, then the Supplier must repay the balance due to the Client.

21.3. On payment of the Fees due, the Supplier must transfer to the Client all work done and the property in all materials supplied by the Supplier or his sub-contractors, and title and ownership will pass in accordance with this Agreement.

21.4. The Client has the right to terminate this Agreement by giving not less than two Months' notice in writing to the Supplier.

21.5. The Client has the right to terminate this Agreement by giving to the Supplier 14 days' notice in writing in circumstances where the Client is itself in receipt of funding for the Goods and/or Services from a third party and such funding ceases or is withdrawn for any reason.

22. DISPUTE RESOLUTION

22.1. The Parties will attempt to resolve any dispute or claim arising out of or in relation to this Agreement or its performance through negotiations between the Parties or authorised representatives of the Parties.

22.2. Alternative dispute resolution (ADR) is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without the Client or Supplier having to go to court. In the event of the dispute or claim not being settled by negotiations, then such dispute or claim will be submitted to the ADR process. If the Parties are not satisfied with the outcome they can still go to court. The Parties will bear their own legal costs any dispute resolution conducted in accordance with clause 22.1 above, but the costs and expenses of ADR will be shared by the Parties equally.

23. GENERAL

23.1. Whole Agreement: this clause confirms that the Agreement constitutes the entire Agreement between the Parties.

23.2. Survival**:** clause numbers 4 – 7, 9, 13, 17, 18, 19, 22 and 23.4 – 23.11 will survive the termination or expiry of this Agreement and along with any other clauses of this Agreement necessary to give effect to them.

23.3. Waiver: a waiver of a breach of any term in this Agreement will not be considered: 1) a waiver of a further breach of the same term; or 2) a waiver of a breach of any other term; or 3) a waiver of a Party's right to declare an immediate or subsequent default.

23.4. Confidentiality: the Parties must keep this Agreement confidential and must not disclose either the existence or the terms of the Agreement to third parties.

23.5. Neither Party will publish or disclose the terms of this Agreement to a third party without the prior written consent of the other Party or as may be permitted under clause 23.6.

23.6. The obligations in clauses 23.4 and 23.5 will not apply to any Confidential Information which can be proven by written records to demonstrate that such Confidential Information:

23.6.1. is public knowledge or subsequently becomes public knowledge through no act or failure to act on the part of the Parties;

23.6.2. can show by written records was known to it at the time of receipt and is not the subject of any restriction on disclosure imposed by a third party;

23.6.3. is disclosed by a third party without restriction and without breach of this Agreement;

23.6.4. can show has been independently developed; and

23.6.5. is required to be disclosed by Law or a court or other competent authority.

23.7. Health and safety**:** the Supplier will promptly notify the Client of any health and safety hazards or incidents, which may arise when following this Agreement. The Client must promptly notify the Supplier of any health and safety hazards or incidents that may exist or arise at the Client's

premises and that may affect the Supplier in the performance of this Agreement.

23.8. The Contracts (Rights of Third Parties) Act 1999: Nobody else has any rights under this Agreement. This Agreement is between the Client and the Supplier. No one else can enforce it and neither the Supplier or the Client will need to ask anybody else to sign-off on ending or changing it.

23.9. Law and Jurisdiction: this Agreement will be governed and interpreted in accordance with the laws of England and Wales. Each Party agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

DEFINITIONS

Agreement means these Terms together with the relevant PO

Anti-Business Crime Laws means all Law relating to the prevention of bribery and corruption, fraud, financial crime, and modern slavery and human trafficking, including the Bribery Act 2010, the Modern Slavery Act 2015, and the Criminal Finances Act 2017

Client means the Liverpool School of Tropical Medicine (a registered charity in England and Wales (number 222655), and a company limited by guarantee incorporated and registered in England and Wales with company number 00083405 whose registered office is at Liverpool School of Tropical Medicine, Pembroke Place, Liverpool, L3 5QA, UK)

Confidential Information means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Act 2018 and any commercially sensitive information

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Use and Access Act 2025; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the LED and any applicable national Laws implementing them as amended from time to time; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications). The terms **Controller, Domestic Law, Data Subject, Personal Data, Personal Data Breach, Processor, processing and appropriate technical and organisational measures** have the meaning defined in the Data Protection Legislation.

Default means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other

Deliverables means the deliverables to be provided as specified in the PO (as applicable)

Effective Date means the earlier of: (a) the date the Supplier accepts the PO; (b) the date the Supplier acknowledges the PO; or (c) the date the Supplier commences performance of the PO.

Fees means the fee set out in the PO exclusive of any applicable tax, payable to the Supplier by the Client, for the full and proper performance by the Supplier of its obligations under this Agreement

Goods means the goods to be provided as specified in the PO (as applicable)

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time

Incident means any vulnerability, virus or security incident which:

(a) may affect the Supplier's software, network or information systems

(b) may affect the Supplier's network and information systems such that it could potentially affect the Client or the Client's network and information systems; results in a data breach of the Client's software, network or information systems; or is reported to the Supplier by the Client

Intellectual Property Rights means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off

Law means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body (or any applicable law in the jurisdiction of the Supplier, where applicable)

LED means Law Enforcement Directive (Directive (EU) 2016/680)

Month means calendar month

Party means a Party to this Agreement and Parties will be construed accordingly

Personnel means those persons named in the PO (if applicable) as being personnel of the Supplier who will be performing the Services under this Agreement

PO means the purchase order issued by the Client for the supply of the Goods and/or Services

Services means the services to be provided as specified in the PO (as applicable)

Supplier means the person, firm or company with whom the Client enters into this Agreement

Term means the time period specified in the PO

UK GDPR has the meaning given in section 3(10) (as supplemented by section 205(4)) of the DPA 2018