

## LSE STANDARD TERMS AND CONDITIONS

### PURCHASE OF GOODS

#### 1. INTERPRETATION

##### 1.1 Definitions

In the Contract the following definitions apply:

<b>"Authorised Officer"</b>		means a person authorised, either generally or specifically, by LSE to either sign an Order, or raise an Order by telephone, e-mail, fax, or other means;
<b>"Business Day"</b>		means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;
<b>"Charges"</b>		means the charges payable by LSE for the supply of the Goods in accordance with Clause 11;
<b>"Commencement Date"</b>		has the meaning set out in Clause 2.3;
<b>"Commercially Sensitive Information"</b>	<b>Sensitive</b>	means the information of a commercially sensitive nature relating to the Supplier, its Intellectual Property Rights or its business or which the Supplier has indicated to LSE that, if disclosed by LSE, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>"Conditions"</b>		means these terms and conditions as amended from time to time in accordance with Clause 21.8;
<b>"Contract"</b>		means these Conditions together with the Order, any Order Amendments and Specifications;
<b>"Delivery Date"</b>		has the meaning set out in Clause 5.1;
<b>"Delivery Location"</b>		has the meaning set out in Clause 5.2;
<b>"DPA"</b>		means the Data Protection Act 1998 and the rules and regulations made or having effect under it;
<b>"Eighth Data Protection Principle"</b>	<b>Data Protection</b>	means the eighth data protection principle set out in the DPA;
<b>"FOIA"</b>		means the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
<b>"Force Majeure Event"</b>		means an event beyond the control of either party, which by its nature could not have been foreseen by such party, or, if it could have been foreseen, was unavoidable, and includes acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources, and in particular Government intervention, strikes or lock-outs relevant to the Order and any Order Amendment or breakdown of plant;
<b>"Goods"</b>		means the materials, documents, products, articles, works and services to be provided by the Supplier under the Contract as set out in the Order;

<b>"Information"</b>	means information held by the Supplier on behalf of LSE in connection with the Contract or the Goods which is subject to disclosure under FOIA;
<b>"Intellectual Property Rights"</b>	means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and 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 rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
<b>"LSE Materials"</b>	has the meaning set out in Clause 4.4.9;
<b>"LSE"</b>	means the London School of Economics and Political Science, a company limited by guarantee, incorporated and registered in England and Wales with company number 00070527 whose registered office is at The London School of Economics and Political Science, Houghton Street, London WC2A 2AE;
<b>"Order Amendment"</b>	means LSE's authorised order amendment or series of order amendments, adding to, deleting or modifying the Order, each order amendment having precedence over any earlier order amendment;
<b>"Order"</b>	means LSE's order for the supply of Goods;
<b>"Personal Data"</b>	has the meaning given to that term in the DPA;
<b>"Process"</b>	has the meaning given to that term in the DPA and "Processed" and "Processing" shall be construed accordingly;
<b>"Programmes"</b>	has the meaning set out in Clause 9.2.2;
<b>"Sale of Goods Act 1979"</b>	shall mean the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994;
<b>"Seventh Data Protection Principle"</b>	means the seventh data protection principle set out in the DPA;
<b>"Specification"</b>	means the description or specification for the Goods described in the Order and any Order Amendment or otherwise specified by LSE to the Supplier;
<b>"Supplier "</b>	means the person from whom LSE purchases the Goods and to whom it submits an Order;
<b>"Supplier Personnel"</b>	means the employees, agents and contractors of the Supplier (including the employees, agents and contractors of any sub-contractor of the Supplier) who are engaged in the provision of the Goods;
<b>"Term"</b>	has the meaning set out in Clause 3;
<b>"Usual Business Hours"</b>	means the hours between 9:00am and 5:00pm (UK time) on a Business Day.

## 1.2 Interpretation

In the Contract, the following rules apply:

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its personal representatives, successors or permitted assignees;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 a reference to a **Clause** or **Annex** is a clause or annex of these Conditions;
- 1.2.5 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.6 a reference to **writing** or **written** includes faxes or emails.

## 2. BASIS OF CONTRACT

- 2.1 No request for a quotation by LSE shall constitute an offer to purchase Goods.
- 2.2 The Order constitutes an offer by LSE to purchase Goods in accordance with these Conditions.
- 2.3 The Order shall be deemed to be accepted on the earlier of:
  - 2.3.1 the Supplier issuing written acceptance of the Order; or
  - 2.3.2 any act by the Supplier consistent with fulfilling the Order,at which point and on which date the Contract shall come into existence (the "**Commencement Date**").
- 2.4 LSE reserves the right to withdraw or cancel the Order or request for a quotation without notice at any time prior to receipt of the Goods or deemed acceptance pursuant to Clause 2.3 above.
- 2.5 In the event of any conflict or inconsistency, the following order of precedence shall apply:
  - 2.5.1 these Conditions;
  - 2.5.2 any Order Amendment;
  - 2.5.3 the Order;
  - 2.5.4 any Specification.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event that the Contract is held by a court of competent jurisdiction to include the Supplier's terms, if there is any conflict or apparent conflict between these Conditions and the Supplier's terms, these Conditions shall always prevail.

### 3. **COMMENCEMENT AND TERM**

The Contract shall commence on the Commencement Date and shall, subject to the provisions in Clause 18, remain in effect until completion of the parties' respective obligations in the Order and any Order Amendment (the "**Term**").

### 4. **SUPPLY OF GOODS**

4.1 During the Term, the Supplier shall supply the Goods in accordance with the terms of the Contract.

4.2 The Supplier warrants, represents and undertakes that it has and shall continue to have all rights, including Intellectual Property Rights, power and authority required for it to deliver and perform its obligations under the Contract.

4.3 The Supplier shall meet any dates for delivery of the Goods specified in the Order, any Order Amendment or as notified to the Supplier by LSE.

4.4 In delivering the Goods, the Supplier shall:

4.4.1 co-operate with LSE in all matters relating to the Contract, and comply with all instructions and regulations of LSE;

4.4.2 fulfil its obligations under the Contract with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

4.4.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them with all due care, skill and diligence and in a professional and workmanlike manner, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

4.4.4 use the best quality goods, materials, standards and techniques;

4.4.5 unless otherwise stated in the Order or any Order Amendment, ensure that compatible spares for the Goods are available for a period of at least five (5) years from the Delivery Date;

4.4.6 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

4.4.7 observe all health and safety rules and regulations and all legal requirements of the United Kingdom, European Union and relevant international agreements in relation to health, safety and environment, and in particular to the marking of hazardous goods, the provision of data sheets for hazardous materials, and all provisions relating to food;

4.4.8 comply with other security requirements that apply at any of LSE's premises where the Supplier is performing works or services under the Contract at any of LSE's premises and of which it has been notified by LSE in writing;

4.4.9 hold any materials, equipment and tools, drawings, other equipment and specifications and data supplied by LSE to the Supplier ("**LSE Materials**") in safe custody at its own risk, maintain LSE Materials in good and serviceable condition until returned to LSE, and not dispose or use LSE Materials other than for the purpose of completing the Contract and/or in accordance with LSE's written instructions or authorisation;

4.4.10 return LSE Materials to LSE within ten (10) Business Days of a request being made by LSE;

4.4.11 dispose of all scrap arising from the supply of LSE Materials at LSE's discretion, and the Supplier shall promptly pay to LSE any and all proceeds of sales of scrap;

- 4.4.12 make no copies of the LSE Materials without the consent in writing of the Authorised Officer; and
- 4.4.13 not do or omit to do anything which may cause LSE to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that LSE may rely or act on the Contract.
- 4.5 Without prejudice to Clause 2.4, LSE shall have the right, before delivery of Goods pursuant to the Order, to send the Supplier an Order Amendment. If the Order Amendment will cause a change to the Charges or delivery of the relevant Goods, the Supplier must suspend performance of the Order and notify LSE without delay, calculating the new Charges at the same level of cost and profitability as the original Charges. The Supplier must allow LSE at least ten (10) Business Days to consider any new Charges. The Order Amendment shall take effect on LSE's Authorised Officer accepting in writing the new Charges within the reasonable time period the Supplier has stipulated. If LSE's Authorised Officer fails to confirm the Order Amendment within the time period the Supplier has stipulated then performance of the Order shall immediately resume as though the said Order Amendment had not been issued.
- 4.6 The Supplier agrees to act in a way which is consistent with the best interests of the LSE. The Supplier undertakes to declare to the LSE any competing interest which may affect the performance of the Contract by the Supplier or which may conflict with the best interests of the LSE or cause, or be likely to cause, the Supplier to act in a way which is inconsistent with the best interests of the LSE and will provide a written declaration of any such conflict of interest to the LSE.
5. **DELIVERY**
- 5.1 The Supplier shall deliver the Goods on the date or within the period stated on the Order and any Order Amendment (the "**Delivery Date**"). Where the date of delivery on the Order differs from the date of delivery stated on the Order Amendment, the date on the Order Amendment shall prevail.
- 5.2 Deliveries of the Goods shall be made at the address nominated by LSE on the Order and/or any Order Amendment (the "**Delivery Location**"), and unless specified otherwise by LSE, to a location within the Delivery Location which can be secured by means of a lockable entrance.
- 5.3 Unless specified in the Order or any Order Amendment, upon making a delivery of the Goods the Supplier shall:
- 5.3.1 report to the reception of the Delivery Location; and
- 5.3.2 verify the identity of the LSE personnel authorised to take delivery of the Goods.
- 5.4 Unless specified in the Order or any Order Amendment, the Supplier shall deliver the Goods to the Delivery Location during LSE's Usual Business Hours.
- 5.5 Pursuant to Clauses 5.1, 5.2 and 5.3, LSE shall hold the Goods as delivered where the Goods have been delivered, unloaded, positioned, and where necessary installed, at the Delivery Location on the Delivery Date, and signed for by a member of LSE's personnel who is wearing a valid LSE identity card (containing a photograph).
- 5.6 The Supplier shall provide any equipment, facilities, or fittings required for the delivery and installation of the Goods at its own cost unless specified otherwise in writing by LSE.
- 5.7 The Supplier shall not make a delivery of the Goods in instalments or in advance of the Delivery Date unless specified by LSE in the Order or any Order Amendment.
- 5.8 The Supplier shall remove any packaging materials from the Delivery Location at the Supplier's risk and expense.
- 5.9 If the Order is not delivered at the specified Delivery Location, LSE may, at the expense of the Supplier, return any Goods which LSE reasonably deems cannot be utilised. The Supplier shall reimburse LSE for the cost and return of such Goods.

**6. ACCEPTANCE AND DEFECTIVE PRODUCTS**

- 6.1 LSE shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.
- 6.2 If the Supplier fails to deliver the Goods in accordance with the Contract, including Clause 9.1 and / or any Delivery Date, LSE shall, without limiting its other rights or remedies, have one or more of the following rights:
- 6.2.1 to require the Supplier to repair or replace the rejected Goods at the Supplier's risk and expense within five (5) Business Days of being requested to do so;
  - 6.2.2 to require the Supplier to repay the price of the rejected Goods in full (whether or not LSE has previously required the Supplier to repair or replace the rejected Goods);
  - 6.2.3 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - 6.2.4 to claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Goods that are not in conformity with the Contract; and
  - 6.2.5 to terminate the Contract with immediate effect by giving written notice to the Supplier and require the Supplier to repay any moneys paid by LSE under the Order and any Order Amendment.
- 6.3 LSE's rights and remedies under this Clause 6 are in addition to the rights and remedies available to it under statute and common law, including in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into this agreement by the Sale of Goods Act 1979.
- 6.4 The Contract shall apply to any repaired or replacement Goods supplied by the Supplier.
- 6.5 If the Supplier fails to promptly repair or replace rejected Goods in accordance with Clause 6.2.1, LSE may, without affecting its rights under Clause 6.2.4, obtain substitute goods from a third party supplier, or have the rejected Goods repaired by a third party, and the Supplier shall reimburse LSE for the costs it incurs in doing so.

**7. TITLE AND RISK**

- 7.1 The risk in Goods delivered to LSE shall pass to LSE on delivery of the Goods in accordance with Clause 5.
- 7.2 Title to Goods delivered to LSE shall pass to LSE:
- 7.2.1 on delivery of the Goods in accordance with Clause 5; or
  - 7.2.2 where the Order provides for payment to the Supplier in advance, at the time such advance payment is made.
- 7.3 LSE Materials held by the Supplier shall remain the exclusive property of LSE.

**8. LSE'S OBLIGATIONS**

- 8.1 LSE shall:
- 8.1.1 if necessary, provide the Supplier with reasonable access at reasonable times to LSE's premises for the sole purpose of delivering the Goods; and
  - 8.1.2 provide such information to the Supplier as the Supplier may reasonably request and LSE considers reasonably necessary for the purpose of delivering the Goods.

9. **MANUFACTURE, QUALITY AND DESCRIPTION**

9.1 The Supplier warrants, represents and undertakes to LSE that the Goods supplied to LSE by the Supplier under the Contract shall:

- 9.1.1 conform with all descriptions, samples, plans and specifications set out in the Specification;
- 9.1.2 be fit for any purpose expressly or impliedly made known to the Supplier by LSE;
- 9.1.3 be of satisfactory quality;
- 9.1.4 be free from defects in workmanship, installation and design and remain so for twelve (12) months after delivery;
- 9.1.5 be new unless specified otherwise on the Order and/or any Order Amendment;
- 9.1.6 be clearly marked as the property of LSE;
- 9.1.7 not contain asbestos content unless specified on the Order and/or any Order Amendment; and
- 9.1.8 comply with all applicable statutory and regulatory requirements.

9.2 The Supplier shall:

- 9.2.1 at all times maintain sufficient manufacturing capacity, stocks of raw materials and packaging and stocks of Goods to enable it to meet the Order and any Order Amendment;
- 9.2.2 provide any programmes of manufacture and delivery reasonably required by LSE (the "**Programmes**");
- 9.2.3 notify LSE in writing and without undue delay if the Supplier's progress falls behind or is likely to fall behind any of the Programmes as provided under Clause 9.2.2;
- 9.2.4 ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
- 9.2.5 comply with all applicable laws, enactments, orders, regulations and other instruments relating to the manufacture, packing, packaging, marking, storage, handling, and delivery of the Goods.

10. **RIGHT TO AUDIT**

LSE shall have the right, during normal business hours and on reasonable notice, to inspect and take copies of all relevant records relating to the work that the Supplier carries out under the terms of the Contract (including evidence of expenses and expenditure, amounts which the Supplier holds or has held on LSE's behalf, and invoices issued to or by suppliers/agencies), or to authorise an agent or representative to carry out that work on LSE's behalf. The aim of that inspection will be to verify the Supplier's performance under and in accordance with the Contract including how the Supplier's costs are incurred and how the Supplier has used any amounts held by the Supplier on LSE's behalf. This right will exist during the life of the Contract and for one year after its expiry or termination. The Supplier agrees to co-operate with the inspection and where requested, provide access to its staff, systems and premises.

11. **CHARGES AND PAYMENT**

11.1 The Charges for the Goods shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the Order. Unless otherwise agreed in writing by LSE,

the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the Order.

- 11.2 The Supplier shall issue invoices as agreed with LSE, and each invoice submitted to LSE shall include the details agreed with LSE and such supporting information required by LSE to verify the accuracy of the invoice.
- 11.3 In consideration of the proper supply of the Goods by the Supplier in accordance with the terms of this agreement, subject to Clause 11.4 LSE shall pay the invoiced amounts no later than the end of the calendar month following the calendar month in which delivery was made and receipt of a correct invoice submitted by the Supplier whichever shall happen last, to a bank account nominated in writing by the Supplier.
- 11.4 If LSE disputes any invoice or other request for payment, LSE shall immediately notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in Clause 11.3. For the avoidance of doubt, the Supplier's obligations to deliver the Goods shall not be affected by any payment dispute, including its obligations to deliver the Goods to which the payment dispute relates.
- 11.5 The Supplier's invoice must be addressed to the department or division of LSE notified to the Supplier and must quote the Order number. LSE shall not be held responsible for delays in payment caused by the Supplier's failure to comply with LSE's invoicing instructions.
- 11.6 All amounts payable by LSE under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to LSE, LSE shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.
- 11.7 If LSE fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of three (3) per cent per annum above the base rate for the time being of The Royal Bank of Scotland 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 LSE disputes in good faith pursuant to Clause 11.4.
- 11.8 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Goods, and shall allow LSE to inspect such records at all reasonable times on request.
- 11.9 LSE may, without limiting its other rights or remedies, set off any amount owed to it by the Supplier against any amount payable by LSE to the Supplier under the Contract.

## 12. **INDEMNITY AND INSURANCE**

- 12.1 The Supplier shall indemnify LSE and keep LSE indemnified on demand and in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by LSE as a result of or in connection with:
  - 12.1.1 any claim made against LSE by a third party arising out of, or in connection with, the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
  - 12.1.2 any claim brought against LSE for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use, supply or delivery of the Goods.



- 12.2 The indemnities under Clause 12.1 shall not be prejudiced or waived by any exercise of LSE's rights under Clause 6.
- 12.3 For the duration of the Contract and for a period of six (6) years thereafter, the Supplier shall maintain in force, with a reputable insurance company to cover the liabilities that may arise under or in connection with the Contract and shall, on LSE's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each of the following risks:
- 12.3.1 professional indemnity insurance cover with a minimum limit of £5,000,000 (five million pounds Sterling) for any one claim in any one policy year;
  - 12.3.2 employer's liability insurance cover with a minimum limit of £5,000,000 (five million pounds Sterling) per occurrence;
  - 12.3.3 public liability insurance cover with a minimum limit of £5,000,000 (five million pounds Sterling) per occurrence; and
  - 12.3.4 risks against which it is usual to insure a business of the type carried out by the Supplier or which LSE specifically asks the Supplier to take out at the time that the Contract is signed.
- 12.4 The Supplier shall:
- 12.4.1 ensure that any subcontractors also maintain adequate insurance having regard to the obligations under this agreement which they are contracted to fulfil;
  - 12.4.2 do nothing to invalidate any insurance policy or to prejudice LSE's entitlement under it; and
  - 12.4.3 notify LSE if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
- 12.5 This Clause 12 shall survive termination of the Contract.
13. **LIMITATION OF LIABILITY**
- 13.1 Nothing in the Contract shall limit or exclude the liability of either party for:
- 13.1.1 death or personal injury resulting from negligence; or
  - 13.1.2 fraud or fraudulent misrepresentation.
- 13.2 Nothing in the Contract shall limit or exclude the liability of the Supplier for:
- 13.2.1 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - 13.2.2 breach of section 2 of the Consumer Protection Act 1987; or
  - 13.2.3 the indemnities contained in Clause 12; or
  - 13.2.4 the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors.
- 13.3 Without prejudice to Clause 13.1 or Clause 13.2, neither party shall be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any indirect or consequential loss suffered by the other party that arises under or in connection with the Contract.
- 13.4 Without prejudice to Clause 13.1 or Clause 13.2, the Supplier's total liability arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution,

or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to £5,000,000 (five million pounds sterling).

- 13.5 Without prejudice to Clause 13.1, LSE's total liability arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to £1,000,000 (one million pounds sterling).

#### 14. **CONFIDENTIALITY**

- 14.1 A party (the "**Receiving Party**") shall keep in strict confidence information which is of a confidential nature and which has been disclosed to, or otherwise obtained by, the Receiving Party by or from the other party (the "**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain (the "**Confidential Information**").

- 14.2 Each party agrees not to use the Confidential Information relating to any other party for any purpose other than the purpose for which it is supplied under the Contract and the Receiving Party agrees to restrict disclosure of the Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. LSE Materials that are confidential in nature shall be deemed to be, and be treated as, the Confidential Information of LSE.

- 14.3 The obligations in this Clause 14 shall not apply in relation to:

- 14.3.1 confidential information to the extent that disclosure is authorised in writing by the other party which authorisation shall not be unreasonably withheld or delayed;
- 14.3.2 confidential information which is or becomes public knowledge other than as a result of a breach of Clauses 14.1 or 14.2;
- 14.3.3 confidential information which the party using or disclosing the information either knew prior to the other party's first disclosure to it or received from a third party entitled to disclose the same; and
- 14.3.4 confidential information which any party is required to disclose by law, any Court of competent jurisdiction, any Government agency or regulatory body lawfully requesting the same or by the regulations of any stock exchange.

- 14.4 This Clause 14 shall survive termination of the Contract.

#### 15. **DATA PROTECTION AND FREEDOM OF INFORMATION**

- 15.1 If and to the extent that the Supplier (for the purpose of this Clause 15 the "**Data Processor**") Processes any Personal Data on behalf of LSE under any Contract (for the purpose of this Clause 15, the "**Data Controller**"), the Data Processor undertakes to the Data Controller that the Data Processor:

- 15.1.1 shall comply with the obligations imposed on the Data Controller by the Seventh Data Protection Principle, namely:
  - (a) to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on the Data Controller by the Seventh Data Protection Principle and take reasonable steps to ensure the reliability of any employees of the Data Processor who have access to Personal Data; and
  - (b) only to Process Personal Data for and on behalf of the Data Controller for the purpose of performing and in accordance with the relevant Contract (and where

necessary only on instructions from the Data Controller to ensure compliance with the DPA); and

- (c) to allow representatives of the Data Controller to audit the Data Processor's compliance with the requirements of this Clause 15 on reasonable notice and/or, at the option of the Data Controller, on request to provide the Data Controller with evidence of its compliance with such requirements;

15.1.2 shall not transfer any Personal Data outside the European Economic Area without the prior written consent of LSE, and in granting consent to the transfer LSE may impose such terms on the Processing of the Personal Data and on the Supplier and/or any overseas processor of the data as LSE requires to ensure that the Personal Data is adequately protected (as required by the Eighth Data Protection Principle); and

15.1.3 shall assist the Data Controller to comply with any obligations imposed on the Data Controller by the DPA in relation to any Personal Data Processed by the Data Processor including:

- (a) providing the Data Controller with reasonable assistance in complying with any subject access request served on the Data Controller under the DPA;
- (b) promptly informing the Data Controller about the receipt of any subject access request received by the Data Processor in relation to Personal Data Processed pursuant to any contract; and
- (c) not disclosing any Personal Data in response to a subject access request without first consulting with and obtaining the consent of the Data Controller.

15.2 On expiry or termination of the Contract, the Supplier shall immediately cease Processing the Personal Data and, at LSE's option or direction, arrange for the prompt and safe return and/or destruction of all of the Personal Data with all copies in its possession or control and, where requested by LSE, certify that such destruction or return has taken place.

15.3 The Supplier shall assist and cooperate with LSE to enable it to comply with its obligations under FOIA. In particular, the Supplier shall:

15.3.1 transfer to LSE all requests for Information pursuant to FOIA that it receives as soon as practicable and in any event within two (2) Business Days of receiving the request; and

15.3.2 provide LSE with assistance in complying with requests for Information received pursuant to FOIA including the provision of Information held on behalf of LSE and covered by the request in the form that LSE requires. Such assistance shall be provided promptly and in any event within three (3) Business Days of LSE making a request to the Supplier to provide any necessary Information or assistance.

15.4 As soon as reasonably practicable following receipt of a request for assistance under Clause 15.3, the Supplier shall:

15.4.1 notify LSE whether it holds the Information covered by the request on behalf of LSE, provided that LSE shall not be obliged to display a copy of the request to the Supplier; and

15.4.2 if it does so hold the Information, provide all such Information covered by the request to LSE; and

15.4.3 demonstrate to the satisfaction of LSE the steps taken by the Supplier to comply with its obligations under this Clause 15.4.

15.5 In no event shall the Supplier respond directly to a request for Information unless expressly authorised to do so by LSE.

- 15.6 The Supplier acknowledges that LSE may, and/or may be obliged to, disclose any information received from the Supplier including any Commercially Sensitive Information.
- 15.7 Notwithstanding the provisions of Clause 15.6 and subject to Clause 15.9 LSE shall consult with the Supplier prior to responding to any request under FOIA for Commercially Sensitive Information received by LSE from the Supplier.
- 15.8 LSE shall take account of any response received from the Supplier pursuant to Clause 15.7 but, notwithstanding Clause 15.7, LSE shall be responsible for determining in its absolute discretion and, notwithstanding any other provision in the Contract or any other agreement, whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of FOIA.
- 15.9 The Supplier acknowledges that (notwithstanding the provisions of Clause 15.8) LSE may be obliged under FOIA to disclose information concerning the Supplier or the Goods:
- 15.9.1 in certain circumstances without consulting the Supplier; or
- 15.9.2 following consultation with the Supplier and having taken its views into account,
- provided always that where Clause 15.9.1 applies LSE shall take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 15.10 In complying with the obligations of this Clause 15, each party agrees that it shall at all times act in good faith and the Supplier undertakes to do nothing to prevent LSE from complying with its obligations under FOIA.

## 16. **COMPLIANCE**

- 16.1 The Supplier will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 and will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010. Without limiting the foregoing, the Supplier will not make any payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or to any other third party and will promptly report to LSE any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract.
- 16.2 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause 16 ("**Relevant Terms**"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to LSE for any breach by such persons of any of the Relevant Terms.
- 16.3 In the event of any breach of this Clause 16, LSE shall, without prejudice to any other rights it may possess, be at liberty immediately to terminate this and any other Contract and to recover from the Supplier any loss or damage resulting from such termination.

## 17. **EQUALITY AND DIVERSITY**

- 17.1 The Supplier shall, and shall procure that the Supplier Personnel, comply with any and all applicable anti-discrimination legislation, including:
- 17.1.1 the Equality Act 2010;
- 17.1.2 LSE's Policy Statement on Equality and Diversity as may be amended from time to time (the current version of which is attached in the Annex to these Conditions); and

17.1.3 all other applicable equality and diversity policies as may be amended from time to time, copies of which will be provided by LSE to the Supplier.

17.2 The Supplier will provide evidence to LSE, on written request, of the Supplier's compliance with any and all applicable anti-discrimination legislation in connection with the performance of the Contract (including in the Supplier's employment practices), in order to satisfy LSE that the Supplier takes all reasonable steps to promote equality and diversity in connection with the performance of the Contract and in the Supplier's work environment.

## 18. **TERMINATION**

18.1 Without limiting its other rights or remedies LSE may terminate the Contract with immediate effect by giving the Supplier written notice at any time if:

18.1.1 the Supplier is in material or persistent breach of any of its obligations under the Contract and fails to remedy that breach (if capable of remedy) within twenty-eight (28) days after receiving written notice of the breach; or

18.1.2 the Supplier is in breach of any of its obligations under the Contract on more than three (3) occasions during any six (6) month period (even if that party has remedied those breaches on previous occasions); or

18.1.3 if any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Supplier or if the Supplier makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the other party) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Supplier or if the Supplier ceases or threatens to cease to carry on business; or

18.1.4 the Supplier (being an individual) dies, or by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

18.2 The termination or expiry of the Contract (however caused) will not affect any rights and/or liabilities of LSE which have accrued before termination or expiry, or any provision of the Contract which expressly or by implication is intended to come into or continue in effect on or after termination or expiry.

18.3 Without limiting its other rights or remedies, LSE may at any time during the Term terminate the Contract by giving the Supplier three (3) months' written notice.

## 19. **CONSEQUENCES OF TERMINATION**

19.1 On termination of the Contract for any reason:

19.1.1 the Supplier shall immediately return and deliver to LSE any LSE Materials. If the Supplier fails to do so, then LSE may enter the Supplier's premises and take possession of the LSE Materials. Until LSE Materials have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

19.1.2 the accrued rights, remedies, obligations and liabilities 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 or before the date of termination; and

19.1.3 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

20. **MULTI-TIERED DISPUTE RESOLUTION PROCEDURE**

20.1 If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it ("**Dispute**") then, the parties shall follow the procedure set out in this Clause:

- 20.1.1 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. On service of the Dispute Notice, a nominated representative of the Supplier and a nominated representative of LSE shall attempt in good faith to resolve the Dispute;
- 20.1.2 if the nominated representative of the Supplier and the nominated representative of LSE are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to a senior representative of the Supplier and a senior representative of LSE who shall attempt in good faith to resolve it; and
- 20.1.3 if the senior representative of the Supplier and the senior representative of LSE are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, requesting mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.

20.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under Clause 18.9 which Clause shall apply at all times.

21. **GENERAL**

21.1 **Force Majeure**

- 21.1.1 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by a Force Majeure Event.
- 21.1.2 If a Force Majeure Event prevents the Supplier from providing any of the Goods for more than 6 weeks, LSE shall have the right, without limiting its other rights or remedies, to terminate the Contract with immediate effect by giving written notice to the Supplier.

21.2 **Assignment and subcontracting**

- 21.2.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of LSE (such consent not to be unreasonably withheld or delayed). The Supplier will be responsible for all acts and omissions of its subcontractors (including any sub-subcontractors) as though they were its own.
- 21.2.2 LSE may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

21.3 **Notices**

- 21.3.1 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax or e-mail to the other party's main fax number or e-mail address.
- 21.3.2 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered

by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or e-mail, on the next Business Day after transmission.

- 21.3.3 This Clause 21.3 shall not apply to the service of any proceedings or other documents in any legal action.

#### **21.4 Waiver and Cumulative Remedies**

21.4.1 A waiver of any right under the Contract is only effective if it is in writing and 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.

21.4.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

#### **21.5 Severance**

21.5.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

21.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

#### **21.6 No Partnership**

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or 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.

#### **21.7 Third Parties**

No term of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Contract.

#### **21.8 Variation**

Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by an Authorised Officer of LSE.

#### **21.9 Entire Agreement**

Each party acknowledges that, in entering into the Contract, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in the Contract. No previous correspondence, writings, facsimiles, emails (or other electronic communications) or verbal communications between the Supplier and LSE regarding the Goods shall form any part of or be incorporated into the Contract. For the avoidance of doubt, nothing in the Contract shall exclude or limit liability for fraudulent misrepresentation.

#### **21.10 Governing Law and Jurisdiction**

The Contract, and 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, and construed in accordance with, the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## **ANNEX**

### **POLICY STATEMENT ON EQUALITY AND DIVERSITY**

**Information is provided on the following link:**

**<http://www.lse.ac.uk/intranet/staff/equalityAndDiversity/home.aspx>**