

## Standard Terms of Contract

### 1. Definitions

'we', 'us' and 'our' means The Chancellor, Masters and Scholars of the University of Cambridge.

'you' and 'your' means the person, firm or company making the Supply.

'Attachment' means a document which sets out the particular features of the Contract.

'Authorised Officer' means our employee authorised to issue and deal with the Contract.

Authorised' means signed by an Authorised Officer.

'Confidential Information' means all information (written or oral) not in the public domain concerning the business and affairs of either party which is obtained in connection with the Contract.

'Contract' has the meaning given in Condition 2.

'Form of Agreement' means a form of agreement signed by the parties.

'Goods' 'Services' 'Works' means the goods services and/or works described in the Contract.

'Intellectual Property Rights' mean patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, confidential information and any other right recognised in any jurisdiction.

'Loss' means any loss, costs, damages or expenses howsoever arising.

'Package' means any type of package used to make delivery including without limitation bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers.

'Price' means the price stated in the Contract.

'Purchase Order' means an Authorised purchase order.

'Supply' means the Goods, Services and/or Works.

### 2. The Contract

2.1 The Contract shall comprise (in order of precedence): any Form of Agreement, any Attachment, any Purchase Order, these Standard Terms and any other document identified as forming part of the Contract.

### 3. Price

3.1 The Price is fixed and comprehensive. Unless otherwise agreed there are no additional charges, including without limitation for design, storage, packing, insurance, delivery to the delivery address, duty, taxes, carriage, installation and commissioning. VAT is payable in addition.

### 4. Variations

4.1 If we wish to vary the Supply we will ask you to provide a quotation within 14 days (or such longer period as we agree is reasonable). No variation shall be implemented unless the Authorised Officer notifies acceptance of the quotation in writing.

### 5. Our right of cancellation

5.1 We may cancel the Contract at any time by sending you a notice of termination. If you submit a written termination claim within the following three months we will pay all sums which in our reasonable opinion are properly due and owing up to the date of termination in full and final settlement. We shall not be liable for any loss of profits or any indirect or consequential loss arising from our cancellation. The total of all payments made or due to you under the Contract, including any termination payment, shall not exceed the Price.

### 6. Quality and description

6.1 The Supply shall conform in every respect with:

(a) with the provisions of the Contract (including without limitation any standards of performance specified in the Contract);

(b) the requirements of any relevant UK or EC statute, order, regulation, directives, standard, code of practice or bye-law or international agreement from time to time in force which is relevant to the Supply;

(c) any recommendation or representation you have made; and

(d) professional standards which might reasonably be expected.

6.2 Goods shall:

(a) unless otherwise agreed be fit for any purpose made known to you expressly or by implication and in this respect we rely on your skill and judgement;

(b) be new (unless otherwise specified in the Contract), of sound materials and made with skilled and careful workmanship;

(c) correspond to their description and any samples, patterns, drawings, plans and specifications referred to in the Contract; and

(d) be of satisfactory quality.

### 7. Access to our premises etc.

7.1 Where access to our premises is required, you shall comply with our reasonable requirements. Access shall be at your risk. At the completion of the Supply you shall leave our premises in a clean condition, ready for occupation, having reported to the Authorised Officer and repaired any damage.

### 8. Progress and inspection

8.1 You shall provide any programmes of work, manufacture and delivery we may reasonably require. You shall notify us immediately if your progress falls behind or may fall behind any of these programmes.

8.2 We shall have the right to check progress at your works and those of any sub-contractor at all reasonable times. Any inspection or approval shall not relieve you from your obligations under the Contract.

8.3 The Authorised Officer must be notified and consent obtained to any extension of time. Unless otherwise agreed, time shall be of the essence.

### 9. Packaging

9.1 Unless otherwise agreed, all Packages shall be non-returnable. If a Package is returnable, you must give us full return instructions before the time of delivery, the Package must be clearly marked to show to whom it belongs and, unless otherwise agreed, you must pay the costs for the return of Package. We shall not be liable for any Package lost or damaged in transit.

### 10. Safety

10.1 You shall

(a) have full regard to safety of persons and comply with the Health and Safety at Work Act 1974 and its subordinate regulatory framework, and of any other Acts pertaining to the health and safety of persons and where supplying food observe all requirements in relation to food safety;

(b) conduct all necessary tests prior to delivery to ensure that the Supply will be safe and without risk to the health or safety of persons;

(c) provide adequate safety information data sheets and content identification, particularly of hazardous materials; and

(d) throughout the progress of any Works, keep the site in an orderly state and provide and maintain all lights, guards, fencing and warning signs for the protection of the Works and the safety and convenience of the public and others.

### 11. Delivery of Goods

11.1 Goods shall be properly packed and despatched to arrive in good condition at the specified department address and nowhere else.

### 12. Late or damaged delivery of Goods

12.1 If any of Goods are not delivered on time or arrive damaged then we may by written notice do any of the following: cancel any undelivered balance of the Goods; return for full credit and at your expense any goods that in our opinion cannot be used; require you as quickly as possible to repair or replace the Goods.

### 13. Property and risk

13.1 You shall bear all risks of loss or damage to Goods until delivery and insure accordingly.

13.2 Without prejudice to our right of rejection, ownership of Goods shall pass to us if we make any advance payment (thereupon you must mark the Goods as our property) or otherwise on delivery of the Goods

### 14. Rejection

14.1 We have the right to reject a Supply in whole or in part, whether or not paid for, within a reasonable time if it is not completely in accordance with the Contract (even if the variation is only slight or minor). You will be allowed a short period to correct the Supply. (Alternatively we may agree a reasonable deduction from the Price.) This will be one month or such shorter period as we may reasonably determine given the nature of the Supply. After this we shall be entitled to reject the Supply. In the case of late Works or Services, we may have them performed by alternative means and charge you any additional cost. You must collect all rejected goods within a reasonable time of rejection or we shall return them to you at your risk and expense.

### 15. Payment

15.1 Unless stated otherwise in the Contract

(a) an invoice may not be submitted until we have notified you of acceptance and

(b) we shall pay you within 30 days of receipt of a correctly rendered invoice.

15.2 Your invoice must be sent to the specified department and must quote the full Contract reference number. We shall not be held responsible for delays in payment caused by your failure to supply accurate invoices or comply with our invoicing instructions.

### 16. Your warranty

16.1 Unless otherwise agreed

(a) you will correct defects arising during the warranty period which shall be 12 months from first use or 18 months from acceptance, whichever period expires first; repairs or replacements will subject to a warranty period of 12 months; and

(b) spares will continue to be available for at least 10 years from delivery of Goods.

**17. Liability and insurance**

17.1 Subject to Condition 17.2

(a) Neither party shall be liable for any Loss of an indirect or consequential nature including without limitation any loss of profit, revenue or anticipated savings.

(b) In respect of all other Losses each party's liability shall be limited as follows:

Loss of a type	Limit
required to be covered by your insurance required under the Contract	the insurance level required by the Contract
not required to be covered by your insurance	125% of the Price

17.2 Nothing in the Contract shall exclude or limit liability for any statutory breaches or regulatory fines caused by breach of contract, death or personal injury caused by negligence, bribery, fraud or fraudulent misrepresentation, third party claims or Intellectual Property Rights infringement.

17.3 You shall maintain satisfactory insurance to cover the risks contemplated by the Contract. Unless we require higher levels: public liability insurance of at least £1 million (£5 million for catering contracts) shall be obtained; and where the Supply includes a supply of professional or intellectually based services you shall maintain professional indemnity insurance during the Contract period and for 6 years afterwards of at least £500,000. Satisfactory evidence of such insurance and payment of current premiums shall be shown to us upon request. All policies shall contain an indemnity to principals clause.

**18. Recovery of sums due**

18.1 Whenever under the Contract any sums of money shall be recoverable from or payable by you, they may be deducted from any sums then due, or which at any later time may become due to you under the Contract or under any other contract you may have with us.

**19. Matters beyond control**

19.1 Neither of us shall be liable for any delay or failure to perform if this is caused by circumstances which were not reasonably foreseeable at the date of the Contract and are beyond the reasonable control of the defaulting party. If the Supply cannot be completed within a reasonable time after the date as specified in the Contract, then the innocent party may cancel the Contract. We shall pay to you such sum as we determine is fair and reasonable in respect of work performed by you under the Contract and value we receive prior to cancellation.

**20. Articles on loan, use of information and name, and data protection**

20.1 All Intellectual Property Rights in anything we make available to you or which you obtain from us in connection with the Contract shall remain vested solely in us, shall be kept confidential and surrendered to us upon demand in good and serviceable condition (fair wear and tear allowed) and shall be used solely for the purpose of completing the Contract. All such items shall be at your risk and insured by you. You agree that no copy will be made or item removed from our premises without the consent in writing of the Authorised Officer.

20.2 You shall not use the name, any adaptation of the name, any logo, trademark or other device of the "University of Cambridge" (including without limitation in any advertising, promotional or sales materials) without prior written consent obtained from us in each case.

20.3 You shall maintain procedures to ensure security of data accessed in performing the Supply. You shall process such data only as instructed. You shall observe the General Data Protection Regulation 2016/679 ("GDPR") clauses, as set out at <http://www.admin.cam.ac.uk/offices/purchasing/suppliers/new/GDPR.pdf>, which will form part of the Contract if you store or process personal data (all as defined in the GDPR) for the University.

**21. Ownership of Intellectual Property**

21.1 Where the Authorised Officer has so required prior to the date of the Contract, you hereby assign to us all existing and future Intellectual Property Rights in any Services. In this event you shall be entitled, subject to Condition 31, to use any generic knowledge, skills and expertise which may have general applications for other clients. 21.2 Where you retain the Intellectual Property Rights, you hereby grant us an irrevocable, non-exclusive, royalty-free licence to use all aspects of the Supply for all purposes.

**22. Infringement**

22.1 Except to the extent that infringement arises from our design or instructions or from our data or information, you warrant that the Supply will not infringe the Intellectual Property Rights of any third party.

**23. Termination**

Standard Terms V8 28.11.19

23.1 A party shall be entitled at any time to terminate the Contract forthwith by giving notice in writing to the other if any of the following apply:

(a) The other party has been in material default or breach of any one or more of its obligations under the Contract and has not within 21 days notice of such default or breach rectified such default or breach to the innocent party's reasonable satisfaction.

(b) The other party has been served with a notice pursuant to Condition 23.1(a) on no less than three previous occasions.

(c) The other party ceases to carry on business, is unable to pay its debts when they fall due, is declared bankrupt, or an order is made or a resolution passed for its winding up or for the appointment of an administrator, receiver, liquidator or manager. Termination shall not affect the accrued rights of either party. Conditions 17, 20, 21, 31 and 32 shall survive termination or expiry of the Contract.

**24. Purchase outside the contract**

24.1 We shall have the right to employ a person other than you to make supplies of the type contemplated by the Contract if we shall in our absolute discretion think fit to do so.

**25. Assignment and sub-contracting**

25.1 The Contract shall not be assigned by you nor sub-contracted as a whole. You shall not sub-contract any part of the Contract without our written consent, but we shall not refuse such consent unreasonably. The restriction contained in this condition shall not apply to sub-contracts for materials for minor details or for any aspect where the sub-contractor is named in the Contract. You shall be responsible for all work done and goods supplied by all sub-contractors.

**26. Bribery, Fraud and Modern Slavery**

26.1 We may give you written notice to terminate the Contract forthwith (or on the date specified in the notice) if any person associated with You offers, promises or gives a financial or other advantage to bring about improper performance in relation to the award or execution of the Agreement ("bribery") or attempts to defraud or succeeds in defrauding the University in any other way. You shall ensure that all transactions done in contemplation or performance of the Contract are fully and promptly recorded.

26.2 You acknowledge that as an organisation carrying out business in England you must comply with the Modern Slavery Act 2015 and undertake to do so. You will take steps to ensure your operations and supply chains are trafficking and slavery free, including without limitation imposing these obligations when purchasing or sub-contracting so that multi-level supply chains are addressed; failure will constitute a material remediable breach of contract. Conviction of any offence involving slavery and human trafficking by you, your employees or sub-contractors will constitute an irremediable breach of contract.

**27. Waiver**

27.1 A failure at any time to enforce any provision of the Contract shall in no way affect the right at a later date to require complete performance of the Contract, nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

**28. Notice**

28.1 Notices shall be deemed served on delivery, within 5 working days of first class posting in the UK (working days if posted outside the UK) or upon confirmed successful fax transmission before 5pm on a working day. Notices to us must be served on our Authorised Officer.

**29. Amendment and third parties**

29.1 Variations to these Conditions shall be binding only if in writing and signed by our Authorised Officer. It is not intended that any third party should have the right to enforce any term of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

**30. Discrimination**

30.1 You shall not unlawfully discriminate (directly or indirectly) within the meaning and scope of any law, enactment, order or regulation relating to discrimination in the provision of services to the public or in employment (whether in race, gender, religion, disability, sexual orientation, age or otherwise) or any statutory modification or re-enactment thereof. You shall to the extent relevant to delivery of the Supply comply with our equal opportunities policies, which may be consulted on our website. You shall take all necessary steps to secure the observance of these provisions by all your servants, employees or agents and all sub-contractors employed in the execution of the Contract and promptly provide such information as we may reasonably require. You shall notify us immediately in writing as soon as you become aware of any investigation or proceedings brought against you under the relevant legislation. You shall co-operate with any investigation by us or a body empowered to carry out such investigations in relation to alleged or suspected discrimination.

30.2 The Contractor shall ensure that staff who provide the Services, whether its own employees or workers or those of any contractor engaged to provide the Services, are paid the 'Outside London Voluntary Living Wage' as published by the Living Wage Foundation <https://www.livingwage.org.uk/> during the Contract Period

**31. Confidentiality**

31. We each undertake to the other to keep all Confidential Information confidential, except if consent has been given or to the extent that:

- (a) disclosure or use is necessary by the relevant party for the proper and effective performance of its obligations under the Contract (including disclosure by either party to its insurers and professional advisers); or
- (b) disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority.

You shall use all reasonable endeavours to ensure that your employees, agents and sub-consultants comply with this Condition as if parties to the Contract.

**32. Law**

32.1 The Contract shall be subject to and construed in accordance with English Law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts.

On behalf of:

Signed .....  
(company name)

Print Name: ..... Date:.....

**Clauses to Comply with the General Data Protection Regulation<sup>1</sup> (“GDPR”) and any legislation implemented in the UK in connection with the GDPR and any replacement legislation coming into effect from time to time, together “Data Protection Legislation”, whenever a “Processor” stores or processes personal data for the University (“the Controller”), supplementary to the Processor’s contract with the University.**

***IF NOT OTHERWISE SET OUT IN THE CONTRACT THE FOLLOWING TABLE NEEDS TO BE COMPLETED:***

		<i>Insert details in this column</i>
Types of personal data	“Personal Data” <sup>2</sup>	
	Special category data <sup>3</sup>	
Types of data subjects (e.g. staff, students)		
Description of work (subject matter, nature and purpose of processing activities e.g. data storage)		
Duration of processing		

Note: If the Processor determines the purposes and means of processing, contrary to the terms of the following clauses, the Processor shall be considered to be a controller in respect of such processing<sup>4</sup>.

Processor Obligations – see GDPR Article 28(3)(a) to (h)

The Processor shall ensure that it and any sub-processor (to be engaged only with the Controller’s consent and on the same terms as below<sup>5</sup>) identifies the Personal Data as above and –

- (a) in processing<sup>6</sup> the Personal Data:
- (i) does so only on documented instructions from the Controller;
  - (ii) does not transfer the Personal Data to a third country<sup>7</sup> or an international organisation<sup>8</sup>, unless the Controller so instructs, or the Processor is required to do so by law;

<sup>1</sup> EU 2016/679 (“GDPR”) Article (“Art”) 28

<http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN>

<sup>2</sup> any information relating to an identified or identifiable natural person, who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (Art 4(1))

<sup>3</sup> personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation (Art 9(1))

<sup>4</sup> Art 28(10)

<sup>5</sup> Art 28(4)

<sup>6</sup> Art 28(3)(a)

<sup>7</sup> a country outside the European Union (Recital 101)

- (iii) if the Processor is required by law to make such a transfer, the Processor shall inform the Controller of that legal requirement before transferring, unless the law prohibits such information being given on important grounds of public interest;
- (b) ensures that persons authorised to process the Personal Data are bound by contractual confidentiality obligations which reflect the requirements of these clauses and the need to keep the Personal Data secure and confidential<sup>9</sup>;
- (c) ensures appropriate technical and organisational measures are in place<sup>10</sup> to ensure a level of security appropriate to the risk, including inter alia as appropriate:
- (i) the pseudonymisation and encryption of the Personal Data;
  - (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - (iii) the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident;
  - (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- and in assessing the appropriate level of security account may be taken of adherence to an approved code of conduct<sup>11</sup>, and shall<sup>12</sup> be taken of:
- (i) the state of the art, the costs of implementation and the nature, scope, context and purposes of processing<sup>13</sup>;
  - (ii) the risk of varying likelihood and severity for the rights and freedoms of natural persons<sup>14</sup>;
  - (iii) the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data transmitted, stored or otherwise processed<sup>15</sup>;
- (d) does not engage another processor (a sub-processor) unless the Controller in its absolute discretion gives a specific or general written authorisation; and where such consent is given, the Processor<sup>16</sup>:
- (i) shall inform the Controller of any intended changes to a general written authorisation to add or replace processors, thereby giving the Controller the opportunity to object to such changes<sup>17</sup>;
  - (ii) shall impose the same data protection contractual obligations as set out in these clauses<sup>18</sup>;
  - (iii) acknowledges that the Processor remains fully liable to the Controller for the performance of the sub-processor<sup>19</sup>;

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<sup>8</sup> an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries (Art 4(24))

<sup>9</sup> Art 28(3)(b)

<sup>10</sup> Art 28(3)(c) and Art 32

<sup>11</sup> Art 32(3)

<sup>12</sup> Art 32(1) and (2)

<sup>13</sup> Art 32(1)

<sup>14</sup> Art 32(1)

<sup>15</sup> Art 32(2)

<sup>16</sup> Art 28(2) and Art(3)(d)

<sup>17</sup> Art 28(2)

<sup>18</sup> Art 28(4)

<sup>19</sup> Art 28(4)

(e) assists the Controller by appropriate technical and organisational measures, so far as possible, to respond to requests for exercising the data subject's rights under Data Protection Legislation, including Chapter III of the GDPR<sup>20</sup>;

(f) assists the Controller<sup>21</sup> with:

- (i) their joint obligation to ensure that appropriate technical and organisational security measures are in place<sup>22</sup>;
- (ii) notifying any Personal Data breach to the supervisory authority (the UK ICO) and to the data subject<sup>23</sup>;
- (iii) data protection impact assessments and consulting the supervisory authority where an assessment indicates the processing involves unmitigated high risk<sup>24</sup>;

(g) at the choice of the Controller, deletes or returns all the Personal Data to the Controller after the end of the provision of services relating to processing, and deletes existing copies unless Data Protection Law requires storage of the Personal Data<sup>25</sup>;  
and

(h) makes available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this clause and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller; and immediately informs the Controller if, in its opinion, an instruction infringes Data Protection Legislation<sup>26</sup>.

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<sup>20</sup> Art 28(3)(e)

<sup>21</sup> Art 28(3)(f)

<sup>22</sup> Art 32

<sup>23</sup> Art 33 and 34

<sup>24</sup> Art 35 and 36

<sup>25</sup> Art 28(3)(g)

<sup>26</sup> Art 28(3)(h)