

## GENERAL CONDITIONS (GC)

### Table of Contents

1. Definitions and Interpretation
2. Contractor Information
3. Contractor's Obligations
4. Change Control Requests
5. Service Credits
6. Where Deliverables Include Goods
7. Charges
8. Intellectual Property Provisions
9. Confidentiality and Data Protection
10. Termination and Expiry
11. Liability and Insurance
12. Compliance and Social Responsibility
13. Audit
14. General

#### 1. Definitions and Interpretation

1.1 Defined terms use capital letters. Terms defined in the Cambridge Procurement Agreement apply. The following definitions also apply. A definition also applies to any word derived from a defined word.

**"Acceptance"** Cambridge notification that the Deliverables meet the requirements of the Contract.

**"Cambridge"** The Chancellor, Masters, and Scholars of The University of Cambridge, as may be further specified in the CPA.

**"Cambridge Material"** all material Cambridge makes available to the Contractor or obtained about Cambridge in connection with the Contract (including specifications, instructions, plans, drawings, patterns, models, designs, equipment, data and Personal Data), all of which is confidential.

**"Cambridge Officer"** the person named in the CPA. The person who will manage the Contract for the University (i.e. delivery, supplier performance, and acceptance).

**"Cambridge Procurement Agreement"** or **"CPA"** a document entitled 'Cambridge Procurement Agreement' or, if not used, a Cambridge purchase order.

**"Change Request Form"** unless otherwise agreed, Cambridge's form.

**"Charges"** the agreed price for the Deliverables set out in the Pricing Schedule.

**"Conditions"** the General Conditions and any other model conditions identified in the CPA as applicable to the Contract.

**"Confidential Information"** Cambridge Material and all information (written or oral) not in the public domain concerning the business and affairs of either party which is of a confidential nature.

**"Contract"** the contract for the provision of Deliverables by the Contractor to Cambridge as set out in GC 1.2.

**"Contract Date"** the date of the last signature to the document entitled Cambridge Procurement Agreement or otherwise the date of the Cambridge purchase order.

**"Contract Period"** unless agreed otherwise from the Effective Date until the Deliverables are supplied in accordance with the Contract or there is an agreed expiry date.

**"Contractor"** the supplier of the Deliverables as named in the CPA.

**"Deliverables"** everything to be delivered in performance of the Contract by the Contractor in any form or media, and whether goods or services.

**"Delivery Address"** as stated in the CPA or otherwise notified to the Contractor.

**"Delivery Date"** as notified by or agreed with Cambridge (but if not so determined, then within 14 days of the Contract Date).

**"Effective Date"** unless agreed otherwise, the Contract Date

**"Good Industry Practice"** means using standards, practices, methods and procedures and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the services similar to the Deliverables.

**"Intellectual Property Rights"** all rights recognised or applied for in any jurisdiction including patents, design rights, copyrights, database rights, and confidential information.

**"Invoice Address"** as stated in the CPA.

**"Legal Requirements"** all legal regulations applicable to performance of the Contract, including import, export and sanction requirements, statutes, subordinate legislation directives, regulations, and codes and any consolidation or amendment from time to time.

**"General Conditions"** or **"GCs"** this document entitled General Conditions.

**"Personal Data"** as defined in the Data Protection Act 2018.

**"Pricing Schedule"** financial terms identified in the CPA.

**"Representatives"** the Cambridge Officer and the person the Contractor notifies as authorised to act for it, or their notified designees.

**"Specification"** means Cambridge's requirements specification (except where notified a requirement cannot be met) and the Contractor's technical offer.

**"Warranty Period"** as defined in GC 6.1(g).

**"Working Day"** Monday to Friday 9am to 5.30pm (GMT) excluding any bank holidays in England.

1.2 In the Contract (except where the context otherwise requires):

(a) headings are included for convenience only and do not affect the interpretation of the Contract;

(b) the singular includes the plural and vice versa;

(c) Legal Requirements include amendments and consolidations from time to time;

(d) words preceding **"include"**, "includes", "including" and "included" shall be construed without limitation by the words which follow those words;

(e) a requirement to **agree**, notify, consent or similar means to do so in writing by or to the applicable Representative(s); and

(f) an obligation to do something 'in **writing**' includes by email if (and in the manner) so stated in the CPA.

1.3 Unless identified on the CPA, the Conditions apply to the Contract to the exclusion of any other terms that the Contractor otherwise seeks to impose or incorporate before or after the issue of the CPA.

1.4 The Contract comprises the CPA, the GCs and the Conditions and other documents identified in the CPA. Any special conditions and any further Cambridge model conditions prevail over these GCs. Agreed deviations prevail over the Conditions to which they refer. Unless otherwise expressed, the Conditions prevail over the other documents identified in the CPA.

## 2. Contractor Information

2.1 The Contractor warrants and represents that all information it provided (both prior to and that included in the Contract) is true, complete and accurate in all material respects; and (to reduce the risk of bribery) that all activity relevant to the award of the Contract has been fully and promptly recorded.

2.2 The Contractor acknowledges it has made its own assessment and not relied on information supplied by Cambridge, except in any written invitation to make a proposal to perform the Contract.

## 3 Contractor's Obligations

3.1 In providing the Deliverables the Contractor:

- (a) shall ensure that Deliverables fulfil the Specification, are accompanied by adequate user instruction and technical documentation, and comply with all Legal Requirements;
- (b) shall use Good Industry Practice and shall ensure it has all necessary rights, permissions, Intellectual Property Rights, licenses and consents to provide the Deliverables and ensure that Cambridge has all the rights it needs to use the Deliverables as contemplated by the Specification;
- (c) shall allocate the resources, staff and management required to perform the Contract, who shall be fully briefed for their tasks and the relevant requirements of the Contract, including safety requirements, and provide a list of names upon request;
- (d) shall notify the Cambridge Officer without delay if progress falls behind or may fall behind any agreed programme and facilitate the Cambridge Officer checking progress if they so require;
- (e) acknowledges that Cambridge relies on the Contractor's technical skill and that the Contractor has full responsibility for achieving Acceptance including design, methods of work, user documentation and everything supplied by or obtained from third parties; and that any inspection or approval other than at Acceptance is provisional and shall not relieve the Contractor from its obligations under the Contract;
- (f) acknowledges the Contract is a non-exclusive arrangement, with no commitment, from Cambridge to give additional work, and that the Contractor may work for other clients provided this does not interfere or conflict with the Contract;
- (g) shall comply with the Health and Safety at Work Act 1974 and its subordinate regulatory framework, and any other primary or secondary legislation pertaining to the health and safety of persons;
- (h) shall conduct all necessary tests prior to delivery to ensure safety, and, where supplying food, observe all requirements in relation to food safety, including in relation to the use of recycled materials;
- (i) shall ensure that during the execution of the Deliverables take such steps as are reasonably necessary to avoid harm to the environment;
- (j) shall not remove from Cambridge premises anything provided to the Contractor (including documents, data, software, information or physical property) unless the Cambridge Officer agrees and then only if kept properly secure;

(k) acknowledges that a material breach occurs where Deliverables in whole or in part are not in accordance with the Contract; and that where the same is not remedied in accordance with GC 10.5(a), in addition to the right to terminate, Cambridge may:

- i. cancel any further stages for the provision of Deliverables
  - ii. agree a reasonable deduction from the Charges and accept some or all of the Deliverables; or
  - iii. have the Deliverables supplied by alternative means and charge the Contractor for any additional cost incurred; and
- (l) shall ensure that any person engaged in performing the Contract in the United Kingdom at all times has the necessary leave to enter, remain and work in the United Kingdom and is not subject to any restriction relevant to the performance of the Contract.
- 3.2 Unless otherwise agreed, the following applies:
- (a) Time shall be of the essence.
  - (b) Cambridge may cancel the Contract at any time by sending a cancellation notice. If the Contractor submits a written termination claim within the following three months Cambridge will pay all sums which in its reasonable opinion are properly due and owing up to the date of termination in full and final settlement. Cambridge will not be liable for any loss of profits or any indirect or consequential loss arising from such cancellation. The total of all payments made or due under the Contract, including any termination payment, shall not exceed the Charges.

## 4 Change Control Requests

- 4.1 If Cambridge wishes to vary the Deliverables, it shall submit a Change Request Form to the Contractor. The Contractor shall use all reasonable endeavours to respond within 5 Working Days, or such longer period as the parties may agree is reasonable.
- 4.2 In submitting or responding to a Change Request Form, the Contractor shall specify any reasonably necessary consequential changes to the Contract, including the Specification, Statement of Works or Charges.
- 4.3 No change or variation to the Deliverables shall be implemented by the Contractor unless the Cambridge Officer approves the change or variation or (at no charge) emergency action is required.
- 4.4 Other variations to the Contract may be made in accordance with GC 14.7. The Contract may not otherwise be varied.

## 5 Service Credits

- 5.1 Where service credits have been agreed the Contractor shall automatically credit Cambridge with service credits when due.
- 5.2 Where invoices for Charges are issued monthly, service credits shall be shown as a deduction from the amount due from Cambridge in the invoice due to be issued next under the Contract. If no invoice is due to be issued within 2 months of service credits becoming due, then the Contractor shall refund the service credits within ten Working Days.
- 5.3 Where service credits have not been agreed and the Contractor has failed to address a failure to the reasonable satisfaction of the Cambridge Officer, then Cambridge may, on written notice to the Contractor, withhold a proportionate amount of the Charges, determined reasonably and in good faith, until the relevant failure is remedied.
- 5.4 Cambridge may propose changes not more than once every 6 months under GC 4 (Change Control Requests) in any service credits applicable to one or more service levels. It shall be for the Contractor to demonstrate to the Cambridge Officer's reasonable satisfaction that any proposed change would materially and adversely increase its costs of performance, provided always that any factor relating to a past failure shall not count as a material or adverse cost increase factor.

## 6 Where Deliverables Include Goods

6.1 In addition to the provisions of GC 3, the Contractor shall ensure that the Deliverables:

- (a) consist of new material (unless otherwise agreed) and correspond with their description;
- (b) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Contractor or made known to the Contractor by Cambridge;
- (c) are free from defects in design, materials and workmanship;
- (d) are properly packed, secured and arrive at the Delivery Address (and nowhere else) in good condition, on the Delivery Date during University normal working hours, and where pre-installation preparations by the University are reasonably required (such preparations to be agreed before the Delivery Date), at an agreed time;
- (e) are accompanied by a delivery note which details: the CPA number; the type, quantity and any agreed outstanding instalments;
- (f) in addition to GC 3.1(a), come with adequate safety information data sheets and content identification, particularly of hazardous materials;
- (g) are promptly repaired without cost to Cambridge where defects arise within a shelf life pre-printed on the goods (which unless otherwise agreed shall be no less than 12 months from the date of shipment) or, unless otherwise agreed, within 12 months from first use or 18 months from Acceptance, whichever period expires first; repairs or replacements will be subject to a warranty period of 12 months;
- (h) spares will continue to be available for at least 5 years from when the product is discontinued or 7 years from delivery, whichever is the shorter (or such shorter period as may be agreed); and
- (i) use packaging which avoids plastic material; and, where plastic is included, at least 30% of such plastic material (or more where proposed by the Contractor) shall be recycled or exempt as defined in Legal Requirements (including the UK plastic packaging tax legislation) and shall certify annually that it has paid all plastic packaging tax due in relation to Deliverables supplied.

6.2 Unless agreed otherwise:

- (a) Title to physical goods passes to Cambridge on the earlier of payment (in whole or in part) or delivery. Where payment is made in advance of delivery, goods shall be marked as Cambridge property.
- (b) Risk in physical goods passes to Cambridge on completion of delivery of all Deliverables and the Contractor remains responsible for insuring such goods until delivery is complete.
- (c) All packaging is non-returnable. Where returnable, this is at the Contractor's risk and cost.
- (d) Cambridge may cancel any order or part order of goods which has not been delivered in compliance with the Contract. If Cambridge gives less than 14 days' notice, then it will pay the Contractor's reasonable and proven costs already incurred on the cancelled order as long as the Contractor takes all reasonable steps to minimise these costs.

6.3 If the Deliverables are not delivered on time, or arrive incomplete or damaged, and that is not remedied in accordance with GC 10.5(a) in addition to the right to terminate Cambridge may do any one or more of the following:

- (a) cancel any remaining consignment;
- (b) reject and return for full credit at the Contractor's expense;
- (c) require repair or replacement within a specified time (one month, or less depending on the nature of the Deliverables);

(d) direct the Contractor to remove such Deliverable(s) within fourteen days of notification, failing which Cambridge may destroy or (at the Contractor's risk and expense) return them to the Contractor.

## 7 Charges

7.1 Unless otherwise agreed the Charges:

- (a) include VAT (VAT is not payable in addition);
- (b) are payable in UK sterling invoiced monthly in arrears upon due and punctual performance by the Contractor of its obligations under the Contract (which may be by agreed instalments); and
- (c) are fixed, comprehensive and inclusive of all costs to fulfil the Contract, including all equipment, materials, labour, disbursements, packaging, documentation, expenses, design, delivery, duties including import duties and taxes, sales or similar taxes, bank charges, installation, and commissioning;
- (d) include payment for Deliverables performed or delivered prior to the Effective Date; such Deliverables shall be treated as having been performed under and shall be subject to the provisions of this Contract and any payments made by Cambridge to the Contractor in respect thereof shall be treated as payments on account of the Charges.

7.2 Unless otherwise agreed, where the Deliverables are imported DDP (Incoterms 2020) applies and the Contractor shall be the importer of record/consignee and shall instruct the carrier, accordingly, providing its VAT/EORI number. Cambridge is only to be named as the delivery address on the import declaration and not as the importer of record/consignee.

7.3 No additional charge shall be made for changes to the Deliverables where changes are required so that use of the Deliverables complies with Legal Requirements or to enable regulatory returns which are required by the Legal Requirements.

7.4 Where time based or additional Charges are agreed, the Contractor must maintain (and produce when requested) full and accurate time sheets and details of the work done.

7.5 Invoices must be valid VAT invoices and must be sent to the specified department and quote Cambridge's reference number and set out any VAT chargeable.

7.6 Unless the invoice is disputed, payment will be made, within thirty days of the Cambridge Officer's receipt of a correctly rendered VAT invoice. Invoice queries will be raised promptly.

7.7 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum at 3% a year above the Bank of England's base rate from time to time.

7.8 The Contractor's obligations under the Contract (including the provision of Deliverables) may not be suspended because of non-payment unless Cambridge has been notified and a reasonable period to remedy has expired (for example the next Cambridge payment run into which the payment request can be input).

## 8 Intellectual Property Provisions

8.1 The Contractor grants to Cambridge an irrevocable non-exclusive, royalty-free world-wide license so that Cambridge may make full use of the Deliverables as contemplated in the Specification.

8.2 Where Deliverables are goods, Intellectual Property Rights remain with the Contractor.

8.3 Other than the rights explicitly granted by one party to the other, all rights are reserved to, and shall remain solely and exclusively the property of the owner (or its rights holders). Neither party shall delete or remove the other party's proprietary notices on its material.

8.4 Both parties warrant that none of its intellectual property deployed to fulfil obligations under the Contract will infringe the Intellectual Property Rights of any third party. The Contractor

further warrants that the Deliverables, used in accordance with the Contract, will not infringe the Intellectual Property Rights of any third party. Notwithstanding anything else in the Contract each shall indemnify the other accordingly against all loss, actions, costs, claims, demands, expenses and liabilities suffered by the other through breach of this condition.

8.5 The Contractor shall comply with all open source licenses it is asked to use on behalf of Cambridge and shall put code into the public domain (release as open source) if required by such license.

8.6 The Contractor shall not use the name, any adaptation of the name, any logo, trademark or other device of Cambridge nor the "University of Cambridge" (including in any advertising, promotional or sales materials) nor shall it cite Cambridge as a reference customer without the Cambridge Officer's agreement in each case.

## 9 Confidentiality and Data Protection

### Confidentiality

9.1 Confidential Information is to be used only for the purposes of the Contract and held in confidence by the recipient for five years beginning on expiry or termination of the Contract. Confidential Information shall be kept secure and not be disclosed 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 as part of any court proceedings or by any Court of applicable jurisdiction or by law including where a party is advised disclosure needs to be made under the Freedom of Information Act or Environmental Information Regulations.

9.2 The receiving party shall use all reasonable endeavours to ensure that employees, agents and sub-consultants comply with this GC as if parties to the Contract, including taking steps to ensure their reliability and ensuring they are trained in and bound by obligations, which reflect the requirements of this GC 9.

9.3 The provisions of GC 9.1 shall not apply to Confidential Information if it is:

(a) in the public domain, otherwise than by failure of the receiving party to comply with GC 9.1;

(b) in the possession of the receiving party before these confidentiality obligations came into effect; or

(c) obtained from a third party who is free to disclose the same.

9.4 The Contractor shall:

(a) Maintain and update an information security policy and procedures approved by its senior management to ensure security of Cambridge Material accessed or created when performing the Contract and shall process such material only as instructed.

(b) report immediately to Cambridge if any Confidential Information has been lost, compromised, destroyed, damaged, corrupted, or become unusable; and shall restore such Confidential Information within 1 Working Day which shall be at its own expense where this is caused by the willful or accidental act of the Contractor, its employees or sub-contractors; and

(c) restrict access to Confidential Information to those staff who need it to provide the Deliverables.

### Data Protection

9.5 Where the Contractor processes Personal Data for Cambridge it shall comply with the UK General Data Protection Regulation ("UK GDPR") clauses, as set out at <https://www.procurement.admin.cam.ac.uk/supplier-portal/terms-and-conditions> and any other requirements set out in the Contract. The Contractor shall ensure its information security

policy includes appropriate technical and organisational measures and procedures to ensure the security of Cambridge Personal Data.

## 10 Termination and Expiry

10.1 If the CPA contains an Expiry Date, then the Contract shall expire upon the Expiry Date (unless CPA includes an Extension Period and Cambridge notifies an extension).

10.2 No party is 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 and promptly notified to the other party.

10.3 The parties shall agree and record the extent of any such delay and any amendments required to any of the documents forming part of the Contract. Without prejudice to GC 3.1(k), 3.2 and 6.3, if the Contractor cannot carry out an obligation under the Contract within 3 months beginning on notification, Cambridge may notify cancellation of the Contract and pay a fair and reasonable sum for value received prior to cancellation.

10.4 Without limiting the generality of GC 10.3 the party delaying or failing is:

(a) entitled to relief under this GC 10.4 to the extent the cause is the other party's delay or failure to perform an obligation; but

(b) is not entitled to relief to the extent the cause is:

i.its own lack of diligence, failure to prevent or mitigate adverse circumstances when possible to do so or, failure to perform an obligation, or mistake or omission.

ii.insufficient staff, supplies, cash flow or other resources or rights;

iii.failure in Good Industry Practice (including security measures, disaster recovery or contingency plans); or

iv.competing obligations, additional cost, or a change in costs, profits or economic or market circumstances.

10.5 Notwithstanding anything else contained in the Contract and without prejudice to other rights under the Contract or at law, a party shall be entitled at any time to terminate the Contract forthwith by giving notice to the other if:

(a) the other party commits a material breach of the Contract which is not capable of remedy or which is capable of remedy but has not been remedied to the innocent party's satisfaction, within 20 Working Days beginning on service of a notice requiring remedy of such breach;

(b) the other party has been served with a notice pursuant to 10.5(a) on no less than 3 previous occasions;

(c) the other party ceases to carry on business, is unable to pay its debts as they fall due or is bankrupt or suspends payment of its debts or files for a moratorium under Part A1 of the Insolvency Act 1986;

(d) in respect of the other party a resolution is passed, or an order is applied for or made, for winding up (other than for solvent reconstruction); or for the appointment of an administrator, administrative receiver, liquidator or manager;

(e) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in GC 10.5(c) and/or (d);

(f) the other party has been served with a notice pursuant to or breaches tax evasion or money laundering laws, including the Criminal Finances Act 2017;

(g) any person associated with the other party offers, promises or gives a financial or other advantage to bring about improper performance in relation to the award or execution of the Contract ("bribery") or attempts to defraud or succeeds in defrauding Cambridge in any other way.

10.6 Upon termination or expiry of the Contract:

(a) Cambridge shall:

i.(except in the case of a termination under GC 10.5 and subject to GC 10.6b) pay to the Contractor all sums then properly due and owing to the Contractor under the terms of the Contract up to the date of termination in full and final settlement thereof; and

ii.except as expressly set out, have no liability to the Contractor for any loss of profit, loss of contracts or other losses and/or expenses arising out of or in connection with such termination, save as otherwise agreed; and

(b) the Contractor shall:

i.promptly refund any pre-payments for performance not made;

ii.promptly conclude its performance in a diligent and orderly manner and within 14 days of termination shall deliver, destroy or otherwise deal with all Cambridge Material and all Deliverables, including work in progress, as Cambridge may direct; and

iii.where not in breach of the Contract, submit an invoice within 3 months for sums properly due and owing beginning on the notification of termination; and when agreed such sums will be paid in accordance with GC 7 in full and final settlement.

10.7 Termination does not affect the accrued rights of either party.

10.8 On termination (or expiry) of the Contract, the following GCs shall continue in force: 0 (definitions), 7.7 (interest), 8 (intellectual property provisions), 9 (confidentiality and data protection), 9.5 (data protection processor obligations), 10.7 (accrued rights), 10.8 (survival), 11.2 and 11.3 (liability), 13 (audit) and 14 (general).

## 11 Liability and Insurance

### 11.1 Insurance

The Contractor shall effect and maintain adequate insurance during the Contract (and provide proof to Cambridge when required) of at least the types and amounts set out below. The Contractor shall bear all excesses and deductibles.

Unless otherwise agreed insurance cover shall be (in respect of any one claim) at least:

- (a) the level required by statute for employer's liability.
- (b) £5 million public liability insurance; and
- (c) £5 million product liability insurance.

### 11.2 Limitation

Subject to GC 11.3:

(a) Neither party shall be liable for any loss, costs, damages or expenses howsoever arising ("Loss") of an indirect or consequential nature including any loss of profit, revenue, or anticipated savings.

(b) In respect of all other Losses, each party's liability shall be limited by reference to the types and amount of insurances as follows:

Type of Loss	Limitation
Loss of a type required to be covered by insurance required under the Contract	the insurance level required under the Contract
(Uninsured) Loss including wasted and/or unproductive staff time or other abortive costs	Goods: 100% of the Charges Services: 100% of the Charges paid in the previous twelve months.

11.3 Nothing in the Contract shall exclude or limit liability for any statutory breaches, regulatory fines or tax demands caused by breach of contract; nor any liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation,

bribery, breach of UK GDPR obligations, regulatory non-compliance, third party claims, or Intellectual Property Rights infringement.

## 12 Compliance and Social Responsibility

12.1 The Contractor shall not unlawfully discriminate, directly or indirectly, whether in race, gender, religion, disability, sexual orientation, age or otherwise. The Contractor shall ensure its employees, workers, and permitted sub-contractors also comply. The Contractor shall provide promptly such related information as Cambridge may reasonably require. The Contractor shall notify the Cambridge Officer immediately it becomes aware of any investigation or proceedings against it. It shall co-operate with such investigation and any investigation by Cambridge. The Contractor shall allow access to and investigation of any documents or data relevant to the investigation. It shall use all reasonable endeavours to ensure its personnel attend meetings as required and attend as witnesses in investigations or proceedings.

12.2 The Contractor acknowledges that it is required to comply with the Modern Slavery Act 2015. The Contractor warrants that it does so; and will take steps to ensure its operations and supply chains are trafficking and slavery free, including imposing substantially similar obligations as this GC 12 in its purchasing and (where it is permitted to sub-contract) its sub-contracting so that multi-level supply chains are addressed. The Contractor further warrants that neither it nor any of its officers, employees, workers, nor, so far as it is aware, any sub-contractor or other persons associated with it, have been convicted of any offence involving slavery and human trafficking. The Contractor acknowledges and agrees that any breach of these warranties will constitute a material and irremediable breach of contract.

12.3 The Contractor shall ensure its staff, engaged in performing this Agreement on Cambridge premises, whether its own employees or workers or sub-contracted, are not paid less than the independent benchmark wage (Real/UK Living Wage) for outside London published by the Living Wage Foundation at <https://www.livingwage.org.uk/> as applicable during the term of the Contract.

12.4 In performing its obligation under the Contract, the Contractor shall have regard and where requested contribute to Cambridge's sustainability and other notified policy objectives.

12.5 The Contractor shall not engage in any activity, practice or conduct which would constitute either:

- (a) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- (b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

12.6 The Contractor warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Contract. The Contractor shall immediately notify Cambridge if a foreign public official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor.

12.7 The Contractor shall ensure that any person associated with the Contractor who is performing services in connection with the Contract does so only on the basis of a written contract which imposes on such person equivalent terms to this GC 12. The Contractor shall be directly liable to Cambridge for any breach by such persons.

12.8 Breach of this GC 12 shall be deemed a material breach. The Contractor shall notify Cambridge if it becomes aware of any breach of this GC 12, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of the Contract.

12.9 If notified by the Cambridge Officer, a director of the Contractor shall certify to Cambridge compliance with this GC 12 within two months of such notification, and annually thereafter, together with such supporting information as the Cambridge Officer may reasonably request.

### **13 Audit**

13.1 Cambridge or its representative may conduct audits, no more than once in any 12-month period, for any of the following purposes and (except in the case of suspected bribery or fraud) upon giving reasonable notice to the Contractor:

- (a) to review the integrity, confidentiality and;
- (b) to confirm that the Deliverables are being provided in accordance with this Agreement.

13.2 Cambridge shall use reasonable endeavours to ensure that the audit does not disrupt unreasonably the Contractor's operations or the provision of the Deliverables. The Contractor will provide all reasonable cooperation, access and assistance.

13.3 Subject to GC 9.1 to 9.3 (Confidentiality), the Contractor shall promptly provide for audit purposes all information reasonably requested by Cambridge, including electronic versions, and reasonable access to Contractor accounts, business records (including in relation to packaging), premises, documentation, procedures, systems and staff.

13.4 The Contractor will maintain full and accurate records associated with providing the Deliverables, which records will be made available at no charge to Cambridge on reasonable request.

### **14 General**

#### **14.1 Assignment and Sub-Contracting**

Neither party shall assign, sub-contract or otherwise transfer the Contract in whole or in part without the prior written consent of the other. Any permitted sub-contracting shall not relieve the Contractor of any its obligations under the Contract. The Contractor is responsible for all acts and omissions of its subcontractors as if they were its own.

#### **14.2 Waiver**

No waiver of any provision of the Contract shall be effective unless notified to the other party expressly as a waiver. Delay in enforcing rights or attempts to resolve problems shall not be a waiver or restriction of a party's rights nor shall any waiver of a party's rights operate as a waiver of any subsequent breach.

#### **14.3 Entire Contract**

Except in the case of fraud or fraudulent misrepresentation, the Contract supersedes all prior agreements and constitutes the entire agreement between the parties relating to its subject matter. No addition to or modification of the Contract shall be binding unless agreed by the parties.

#### **14.4 Notices**

(a) Notices to Cambridge shall be sent to the Cambridge Officer quoting Cambridge's reference number for the contract. Notices to the Contractor shall be sent to its address set out in the CPA and addressed to its representative if one has been notified.

(b) Notices may be delivered by hand (deemed served when delivered) or by first class post in the UK (deemed served five days beginning on proof of posting date) or by email (deemed served on transmission). Notices by hand or post to Cambridge shall be sent to the invoice address.

#### **14.5 Law and Jurisdiction**

The Contract (including non-contractual disputes) shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

#### **14.6 Authority**

The Contract does not create any agency, partnership or other form of joint enterprise between the parties and neither party has the authority to act for or bind the other party in any way. The Contractor shall ensure that its personnel do not represent or hold themselves out as Cambridge employees; and that they understand that they are neither Cambridge employees nor entitled to participate in any Cambridge grievance procedure.

#### **14.7 Variations**

All additions, amendments and variations to the Contract shall be binding only if in writing and signed by the Representatives.

#### **14.8 Third Party Rights**

Unless expressly stated no third party should have the right to enforce any term of the Contract.

#### **14.9 Export Control**

The Contractor shall set out in writing in any offer to supply and prior to the Effective Date, whether or not the Deliverables are subject to any export control restrictions under the laws of the country from where the Deliverables were exported.