

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following definitions apply:

“Deliverables” means all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts);

“Document” means in addition to any document in writing, includes (but is not limited to) any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

“Goods” means the goods described in the Purchase Order;

“Key Personnel” means any person named on the Purchase Order as key personnel or any person who the NPIA notifies the Supplier is to be regarded as key personnel during the provision of the Services;

“NPIA” means the National Policing Improvement Agency;

“Order Number” means the unique number that appears on the Purchase Order;

“Parties” means the NPIA and the Supplier;

“Premises” means any land or building where the Goods are to be delivered and/or the Services are to be performed as specified in the Purchase Order or as otherwise notified by the NPIA to the Supplier;

“Price” means the price for the goods given in the Purchase Order;

“Purchase Order” means an order for the purchase of Goods and/or Services served by the NPIA on the Supplier which includes a description of the Goods and/or Services, the price and any terms applying to the purchase of the Goods and/or Services which are additional to these Terms and Conditions;

“**Services**” means the services described in the Purchase Order (and including (but not limited to) any Deliverables to be provided by the Supplier under the Contract as set out in the Specification);

“**Specification**” means in relation to Goods, any specification for the Goods (including any relevant plans or drawings) provided by the NPIA to the Supplier; and, in relation to Services, the description or specification for Services produced by the Supplier and agreed in writing by the NPIA;

“**Supplier**” means the person, firm or company whose name appears as the addressee in the Purchase Order; and

“**Terms and Conditions**” means these terms and conditions for the supply of Goods and/or Services.

1.2 In these Terms and Conditions, the following rules apply

- a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b) references to a party includes its successors or permitted assigns;
- c) 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; and
- d) 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.

2. GENERAL

2.1 The Purchase Order constitutes an offer by the NPIA to purchase Goods and/or Services from the Supplier in accordance with these Terms and Conditions.

2.2 The offer shall be deemed to be accepted by the Supplier on the earlier of:

- a) the Supplier issuing written acceptance of the Purchase Order; or
- b) any act by the Supplier consistent with fulfilling the Purchase Order,

at which point and on which date a contract (the “**Contract**”) shall become effective (the “**Effective Date**”).

- 2.2 These Terms and Conditions apply to the Contract 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.
- 2.3 Subject to clause 11.3, the Contract constitutes the entire agreement between the Parties relating to the supply of the Goods and/or Services and replaces all previous negotiations, agreements, understandings and representations whether oral or in writing. However nothing in the Contract shall limit or exclude any liability for fraud.
- 2.4 All of the Terms and Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.5 In the event of any conflict between a clause in these Terms and Conditions and a term of the Purchase Order, the term of the Purchase Order shall prevail.

3. SUPPLY OF GOODS

- 3.1 The Supplier shall supply the Goods in accordance with the Purchase Order.
- 3.2 The Goods shall:
- a) be to the reasonable satisfaction of the NPIA;
 - b) be fit and sufficient for all purposes for which such Goods are generally used and for any specific purpose made known to the Supplier by the NPIA;
 - c) be of the same quality and description as any sample provided;
 - d) where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
 - e) comply with any requirements given on the Purchase Order and/or any Specification.

4. DELIVERY OF GOODS

- 4.1 The Supplier shall deliver the Goods to the address for delivery given in the Purchase Order.
- 4.2 Where the Supplier requires access to the NPIA's Premises in order to deliver the Goods:
- a) the Supplier shall agree delivery times with the NPIA in advance (unless the NPIA agrees otherwise);
 - b) the Supplier shall comply with any rules or security requirements applied by the NPIA in relation to access to its Premises.
- 4.3 Except where otherwise agreed by the NPIA, delivery of the Goods shall include unloading the Goods at such place and in such manner as the NPIA shall reasonably direct.
- 4.4 The Supplier shall deliver the Goods on or (where the NPIA agrees) before the date or dates given in the Purchase Order. Unless the Purchase Order provides otherwise, the time of delivery is of the essence in this Contract and any failure to deliver the Goods by the date (or at the time) given in the Purchase Order shall entitle the NPIA to give the Supplier notice terminating the Contract with immediate effect.
- 4.5 Without prejudice to the NPIA's other rights and remedies under this Contract, property and risk in the Goods shall pass to the NPIA on acceptance of delivery.
- 4.6 Any consignment of Goods dispatched by the Supplier for delivery to the NPIA shall be accompanied by a delivery note prepared by the Supplier marked with the Order Number. Where applicable, the delivery note shall also specify the means of transport, the place and date of delivery, the number of packages, the content of the packages, the weight and volume of the packages and whether or not the packaging must be returned to the Supplier.
- 4.7 The Goods shall be appropriately packaged and clearly labelled. The labelling and packaging shall comply with any reasonable requirements of the NPIA of which the Supplier is aware and with any statutory requirements. In particular, if the packages

contain any material which is hazardous, noxious or dangerous this shall be clearly indicated.

- 4.8 All packaging shall be considered non-returnable and shall be destroyed unless the Supplier indicates in the advice note accompanying the consignment of Goods that the packaging will be charged for unless it is returned. The NPIA shall only accept liability for packaging that does not arrive at the Supplier's premises following dispatch by the NPIA if the Supplier informs the NPIA of its non-arrival within 10 days of receiving notification from the NPIA that the packaging has been despatched.
- 4.9 Where some or all of the Goods have been damaged in transit (or have failed to arrive at the NPIA after dispatch by the Supplier) the Supplier shall either repair or replace the Goods in question (at the choice of the NPIA) provided always that:
- a) in the case of damage in transit the NPIA has informed the Supplier of the damage within 30 days of receiving the Goods; and
 - b) in the case of non-delivery and where the Supplier has notified the NPIA of the intended date of delivery, the NPIA has informed the Supplier within 10 days of the notified delivery date that the Goods have not been received.
- 4.10 The Supplier shall permit the NPIA to inspect the Goods and shall provide all reasonable assistance to the NPIA in undertaking an inspection.
- 4.11 The NPIA shall not be taken to have waived any of its rights under this Contract (and in particular its right to reject the Goods) if it does not carry an inspection or if it approves the Goods following an inspection.
- 4.12 The NPIA may, by written notice to the Supplier, reject any of the Goods which fail to meet the requirements of this Contract provided always that the NPIA gives such notice within a reasonable time of receiving the Goods.
- 4.13 If the NPIA rejects any of the Goods pursuant to this clause, it shall be entitled:
- a) to have the Goods concerned either repaired by the Supplier or (at the choice of the NPIA) replaced by the Supplier with Goods which comply with this Contract; or

- b) to obtain a refund of any payment it has made to the Supplier.
- 4.14 Subject to any alternative guarantee arrangements made between the NPIA and the Supplier, the guarantee period applicable to the Goods shall be 12 months from the NPIA putting the Goods into service or 18 months from delivery (whichever is shorter).
- 4.15 If, within the guarantee period or within 30 days thereafter, the NPIA gives the Supplier written notice of any defect which arose within the guarantee period under proper and normal use of the Goods, the Supplier shall remedy such defect as quickly as possible (whether by repair or replacement, as the NPIA shall choose) without cost to the NPIA.
- 4.16 Any Goods rejected or returned to the Supplier shall be returned at the Supplier's expense.
- 4.17 Where the Purchase Order requires the Supplier to install the Goods at the NPIA's Premises:
- a) the Supplier shall make no delivery of plant, materials or equipment and shall not commence any installation work without the prior consent of the NPIA;
 - b) the Supplier shall carry out the installation work diligently and with reasonable skill and care;
 - c) the Supplier shall comply with the NPIA's requirements relating to access to and use of its Premises and shall co-ordinate its work with any other employee or contractor who is carrying out work for the NPIA;
 - d) the Supplier shall keep the NPIA's Premises clean and tidy at all times and shall remove all plant and unused materials when the installation work is complete.
- 4.18 The NPIA shall have the power at any time during any installation works to give notice to the Supplier requiring:
- a) the removal from its premises of any materials which are hazardous or noxious or not in accordance with the Contract;
 - b) the substitution of proper and suitable materials; and/or

- c) the removal and re-execution of any installation work or any Goods which are not in accordance with the Contract.

5. SUPPLY OF SERVICES

5.1 The Supplier shall provide the Services set out in the Purchase Order.

5.1.1 In performing the Services the Supplier will be an independent contractor and nothing in the Contract shall render the Supplier, or any of its staff, an employee, worker, agent or partner of the NPIA and the Supplier (and shall procure that anyone providing the Services) shall not hold itself out as such.

5.2 The Supplier shall perform the Services:

- a) with reasonable care and diligence;
- b) in accordance with industry best practice and using the best available techniques and standards;
- c) using staff who have appropriate skills, qualifications and experience;
- d) using the appropriate number of staff;
- e) in compliance with all applicable laws and regulations and all necessary licences and consents (and including, where reasonably required by the NPIA, any security policies of the NPIA); and
- f) to the reasonable satisfaction of the NPIA.

5.3 The Supplier shall provide all plant, equipment and materials necessary for the performance of the Services except as otherwise agreed with the NPIA. All plant, equipment and materials shall be at the Supplier's risk. The Price shall include the costs of haulage of plant, equipment and material to the NPIA's Premises and their removal and 'making good' the NPIA premises after removal after the Services are complete.

5.3.1 The Supplier shall not place or cause to be placed any orders with third parties or otherwise incur any liabilities to third parties in the name of the NPIA without the prior written consent of the NPIA.

- 5.4 The Supplier shall carry out the Services for the period and/or in accordance with the timescales set out in the Purchase Order. In the event that the Purchase Order does not specify any timescales, the Supplier shall comply with any reasonable timescales notified by the NPIA.
- 5.4.1 The NPIA may by written notice require the Supplier to execute the Services in such order as the NPIA may reasonably decide. In the absence of such notice the Supplier shall submit such detailed programmes of work and progress reports as the NPIA may from time to time require.
- 5.5 The Supplier shall notify the NPIA immediately if it becomes aware of any event that it believes is likely to delay or impede the performance of the Services.
- 5.6 In the event that the Supplier fails to meet a date or dates set out in the Purchase Order it shall, on the request of the NPIA, and without prejudice to the NPIA's other rights and remedies, arrange to provide all such additional resources as are necessary to fulfil its obligations at no additional cost to the NPIA.
- 5.7 The NPIA may at any time reject the Services or anything delivered as part of the Services which in the reasonable view of the NPIA does not comply with the Purchase Order or these Terms and Conditions in any material way.
- 5.8 If the NPIA rejects all or part of the Services under clause 5.9, it shall serve a notice on the Supplier stating the reasons for such rejection.
- 5.9 Following receipt of a notice of rejection of the Services, the Supplier shall have 7 days (or such other period as the Parties may agree in writing) during which the Supplier shall correct the faults which caused the notice of rejection to be issued.
- 5.10 If the Supplier fails to correct the faults which caused the notice of rejection to be issued to the reasonable satisfaction of the NPIA within 7 days, the NPIA shall be entitled to terminate this Contract or any part of the Services.
- 5.11 The Supplier shall remove and/or re-execute (at the choice of the NPIA) any work that has been rejected by the NPIA.
- 5.12 The NPIA may require the immediate removal from its premises of anything delivered by the Supplier which, in the reasonable view of the NPIA, is hazardous or noxious. The Supplier shall comply with any such request at its own expense.

6. CONTRACTOR'S PERSONNEL

- 6.1 The Supplier shall make Key Personnel available for the purposes of the Services and shall not make any changes in the Key Personnel without the prior written approval of the NPIA.
- 6.2 If and when requested by the NPIA, the Supplier shall provide the NPIA with a list of the names and addresses of any person being used to provide the Services specifying, in each case, the capacities in which they are involved and giving such other particulars and evidence of identity and other supporting evidence as the NPIA may reasonably require.
- 6.3 The Supplier shall comply with any notice reasonably given by the NPIA stating that a person named in the notice is not to be involved any further in the provision of the Services. The Supplier shall replace any such person with someone of equivalent skills and qualifications.
- 6.4 The Supplier shall not unlawfully discriminate within the meaning and scope of the provisions of any act of Parliament relating to discrimination in employment. The Supplier shall take all reasonable steps to secure the observance of these provisions by all servants, sub-contractors or agents of the Supplier.

7. NPIA'S OBLIGATIONS

- 7.1 The NPIA shall:
- a) provide the Supplier with reasonable access at reasonable times to the NPIA's premises for the purpose of delivery of the Goods and/or providing the Services; and
 - b) provide such information as the Supplier may reasonably request for the provision of the Goods and/or Services and the NPIA considers reasonably necessary for the purpose of providing the Goods and/or Services.

8. CHARGES AND PAYMENT

- 8.1 The price for the Goods:
- a) shall be the price set out in the Purchase Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Effective Date; and
 - b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the NPIA. No extra charges shall be effective unless agreed in writing and signed by the NPIA.
- 8.2 The charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the NPIA, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3 In respect of Goods, the Supplier shall invoice the NPIA on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the NPIA on completion of the Services. Each invoice shall include such supporting information required by the NPIA to verify the accuracy of the invoice, including but not limited to the relevant Order Number. Invoices shall be addressed to the NPIA at the address set out on the Purchase Order.
- 8.4 In consideration of the supply of Goods and/or Services by the Supplier, the NPIA shall pay the invoiced amounts within 30 days of the date of receipt of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 8.5 All amounts payable by the NPIA under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the NPIA, the NPIA 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 and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

- 8.6 If the NPIA 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 4 per cent per annum above the base rate for the time being of the Bank of England 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 the NPIA disputes in good faith.
- 8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the NPIA to inspect such records at all reasonable times on request.
- 8.8 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the NPIA in order to justify withholding payment of any such amount in whole or in part. The NPIA may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the NPIA to the Supplier.

9. INTELLECTUAL PROPERTY

- 9.1 The intellectual property rights (including the copyright) in any reports, documentation or materials produced as part of the Goods and/or Services (including for the avoidance of doubt the Deliverables) are hereby assigned to and shall vest in the NPIA.
- 9.2 Save where the Goods and/or Services use documentation and materials supplied by the NPIA, the Supplier warrants that none of the documentation and materials used or created as part of the Goods and/or Services shall infringe any patent, trade mark, registered design, copyright or other rights in industrial property of any third party.

- 9.3 The Supplier shall obtain waivers of all moral rights in the products (including for the avoidance of doubt the Deliverables) of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 9.4 The Supplier shall, promptly at the NPIA's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the NPIA may from time to time require for the purpose of securing for the NPIA the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the NPIA in accordance with this clause 9.
- 9.5 The Supplier shall indemnify the NPIA against all actions, demands, charges, expenses and costs (including legal costs on a solicitor and client basis) which the NPIA may incur as a result of or in connection with any breach of this clause 9.
- 9.6 This clause shall survive the termination of the Contract.

10. HEALTH AND SAFETY

- 10.1 The Supplier warrants and represents that:
- a) it has satisfied itself that all necessary examinations have been made prior to delivery of the Goods to ensure that the Goods are designed and constructed so that they can be used without risk to health and safety and
 - b) that it has made available to the NPIA adequate information about any conditions necessary to ensure the Goods can be used safely and without risk to health.
- 10.2 The Supplier shall indemnify the NPIA against all actions, demands, charges, expenses and costs (including legal costs on a solicitor and client basis) which the NPIA may incur as a result of or in connection with any breach of clause 10.1.
- 10.3 The Supplier shall notify the NPIA of any health and safety hazards that may arise in connection with the performance of this Contract.

- 10.4 The NPIA shall notify the Supplier of any health and safety hazards which may exist or arise at its premises and which may affect the Supplier. The Supplier shall draw these hazards to the attention of any of its employees, subcontractors or agents who may be affected by them and instruct such persons in connection with any necessary safety measures.
- 10.5 Where the Services are being carried out at land or premises owned or occupied by the NPIA, the NPIA shall notify the Supplier of any health and safety hazards which may exist or arise at its premises and which may affect the Supplier. The Supplier shall draw these hazards to the attention of any of its employees, subcontractors or agents who may be affected by them and instruct such persons in connection with any necessary safety measures.

11. CONFIDENTIALITY AND OFFICIAL SECRETS

- 11.1 The Supplier undertakes to comply and to procure that its employees comply with the provisions of the Official Secrets Acts 1911 to 1989.
- 11.2 Subject to clause 21, the Supplier undertakes to keep secret and not to disclose and to procure that its employees, sub-contractors and agents keep secret and do not disclose any information of a confidential nature which it has obtained by reason of this Contract. Nothing in this clause applies to information that is already in the public domain or the possession of the Supplier other than by reason of breach of this clause.
- 11.3 Clause 11.2 shall not apply where the Supplier has entered (or shall enter) into a separate agreement with the NPIA regarding the confidentiality or non-disclosure of information (a “**Confidentiality Agreement**”) and the terms of such Confidentiality Agreement shall apply to this Contract.
- 11.4 This clause shall survive the termination of the Contract.

12. ENVIRONMENTAL MATTERS

12.1 The Supplier confirms that:

- a) the process used in the manufacture of the Goods relied on minimal use of ozone depleting substances, toxic chemicals and other pollutants including lead, methyl chloroform and formaldehyde;
- b) that minimal dependence has been made on non-renewable natural resources such as non-sustainably produced hardwoods;
- c) in the manufacture of the Goods and in the choice of any packaging for the Goods, it has given preference to Goods that have maximum recyclability or, where cost effective recycling is impracticable, maximum biodegradability.

13. INDEMNITY AND INSURANCE

13.1.1 Without prejudice to any rights or remedies of the NPIA the Supplier shall indemnify the NPIA against all actions, demands, losses, expenses and costs (including legal costs on a solicitor and client basis) which the NPIA may suffer or incur as a result of or in connection with any damage to property or any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the Goods or any negligence or breach of this Contract by the Supplier.

13.2 The Supplier warrants that it has in place with a reputable insurance company a policy or policies of insurance covering all the indemnities under this Contract. At the request of the NPIA the Supplier shall produce the relevant policy of insurance together with evidence of payment of its latest premium.

13.3 This clause 13 shall survive the termination of the Contract.

14. CHANGE CONTROL

14.1 There shall be no change to the amount of or description of the Goods and/or Services or the Price unless the NPIA has issued a new purchase order in

substitution for the Purchase Order. These Terms and Conditions shall apply to any new purchase order and the new purchase order shall become the "Purchase Order" for the purpose of this Contract from the moment it is received by the Supplier.

- 14.2 This Contract may not be varied or amended unless the variation or amendment is in writing and agreed by both the NPIA and the Supplier.

15. ASSIGNMENT AND SUB-CONTRACTING

- 15.1 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 the NPIA.

- 15.2 No sub-contracting of this Contract shall in any way relieve the Supplier of its obligations under the Contract.

- 15.3 Where the Supplier enters a sub-contract with a supplier or contractor for the purpose of performing this Contract it shall ensure that the sub-contract has a term requiring the Supplier to pay the supplier or contractor within 30 days of receipt of a valid invoice.

- 15.4 The NPIA 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.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

16.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

17. TERMINATION

17.1 Without limiting its other rights or remedies, the NPIA may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- a) the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of receipt of notice in writing of the breach;
- b) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- c) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent

amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

- e) the Supplier (being an individual) is the subject of a bankruptcy petition order;
- f) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
- h) a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- i) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- j) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 17.1 (b) to (j) (inclusive);
- k) the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
- l) 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.

17.2 Without limiting its other rights or remedies, the NPIA may terminate the Contract:

- a) in respect of the supply of Services, by giving the Supplier 1 months written notice; and

- b) in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case the NPIA shall pay the Supplier fair and reasonable compensation for any work in progress on any other Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

17.3 In any of the circumstances in these Conditions in which the NPIA may terminate the Contract, where both Goods and Services are supplied, the NPIA may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

18. CONSEQUENCES OF TERMINATION

18.1 On termination of the Contract or any part of it for any reason:

- a) where the Services are terminated, the Supplier shall immediately deliver to the NPIA all Deliverables, whether or not then complete, and return all NPIA Materials. If the Supplier fails to do so, then the NPIA may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they 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 this Contract;
- b) the accrued rights and remedies 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 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

19. WAIVER AND CUMULATIVE REMEDIES

19.1 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.

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

20. NOTICES

20.1 Any notice or other communication given under or pursuant to this Contract must be given in writing and must be delivered in person or sent by post. Communications must be sent to the address for communications given in the Purchase Order (which may be altered at any time by the altering Party giving the other Party 15 days notice of a changed address). Communications to the NPIA must be sent to the address given for the buyer contact in the Purchase Order and not to the address for invoices.

20.2 A notice or communication shall be deemed to have been received 3 days after posting in the case of first class delivery and 5 days after posting in the case of second class delivery unless the receiving party proves otherwise.

20.3 This clause 20 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

21. FREEDOM OF INFORMATION ACT 2000

21.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000, the content of this Contract is not confidential information. The NPIA shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000.

21.2 Notwithstanding any other clause of this Contract, the Supplier hereby gives consent for the NPIA to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

21.3 The Supplier shall promptly provide all reasonable assistance to the NPIA to enable the NPIA to comply with any request received under the Freedom of Information Act 2000.

21.4 The Contractor shall indemnify the NPIA and hold it harmless from and against all liability, costs, claims, actions, losses, damages and expenses whatsoever arising directly or indirectly as a result of any decision by the Information Commissioner that information classed by the Supplier as confidential should be disclosed under the Freedom of Information Act 2000.

22. GOVERNING LAW

Unless the Purchase Order specifies otherwise, this Contract shall be governed by and construed in accordance with the law of England and shall be subject to the exclusive jurisdiction of the courts of England.

23. ANTI-BRIBERY

23.1 The Supplier shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the “**Relevant Requirements**”);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2, or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 23.1(b), and will enforce them where appropriate;
- (d) promptly report to the NPIA any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract; and
- (e) Immediately notify the NPIA in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier, and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this contract.

23.2 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 23 (the “**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 the NPIA for any breach by such persons of any of the Relevant Terms.

- 23.3 Breach of this clause 23 shall be deemed a material breach of the Contract.
- 23.4 For the purpose of this clause 23, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6 (5) and 6 (6) of that Act and section 8 of that Act respectively. For the purpose of this clause 23, a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.
- 23.5 On reasonable request the Supplier shall promptly certify to the NPIA in writing signed by an officer of the Supplier, compliance with this clause 23 by the Supplier and all persons associated with it under clause 23.2. The Supplier shall provide such supporting evidence of compliance as the NPIA may reasonably request.