

**CARDIFF METROPOLITAN UNIVERSITY**

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**GENERAL TERMS AND CONDITIONS OF CONTRACT**

**FOR THE SUPPLY AND / OR INSTALLATION OF EQUIPMENT**

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1. **DEFINITIONS AND INTERPRETATIONS**

1.1 In this Contract, the following words shall have the following meanings:

“Contract” means any Purchase Order, these Terms and Conditions and any and all Schedules, Annexes and Appendices attached and / or referred to herein.

“Appendices” means any and all Appendices attached and / or referred to in the Contract.

“Commissioning” shall mean testing of the installed Equipment and demonstration to Cardiff Metropolitan University’s reasonable satisfaction that the Equipment is functioning in a proper and acceptable manner.

“Completion Date” shall be the date that the Contractor commits to have completed all tasks required for the completion of the requirements of this Contract to the University’s satisfaction.

“Contractor” shall mean the person, firm or company to whom any relevant Cardiff Metropolitan University’s Purchase Order, contract or letter of appointment is issued and / or attached to these terms and conditions.

“Delivery Address” shall be the point/s of delivery and / or installation as specified in this Contract.

“Equipment” shall mean all equipment, goods, product and / or materials in any form whatsoever supplied by the Contractor in connection with this Contract.

“Installation” shall mean the installation of any and all Equipment either supplied by the Contractor, Cardiff Metropolitan University or any third party, such installation including necessary all works, connections and / or testing as required for the full and proper performance of the Equipment unless otherwise agreed elsewhere in this Contract.

“Party” shall mean either the University or the Contractor as determined by the context and

“Parties” shall mean the University and the Contractor jointly.

“Performance” means the act of undertaking any of the duties, obligations or requirements necessary for the proper performance by the Contractor of its obligations under this Contract.

“Purchase Orders” shall mean any and all Purchase Orders issued to the Contractor by Cardiff Metropolitan University in relation to this Contract. For the purpose of clarification, the terms and conditions of this Contract shall prevail over any conflicting terms contained in any Cardiff Metropolitan University Purchase Order.

“Schedules” means any and all Schedules attached and referred to in the Contract.

“Services” means any and all activities performed or services provided by the Contractor in connection with this Contract.

“Supply” means the act of delivery of Equipment in accordance with the requirements herein.

“Term” means the date from which this Contract commences until the satisfactory completion of the Performance or the date of expiry or termination as defined herein.

“Terms and Conditions” means these terms and conditions and any and all Appendices and / or Schedules as defined herein.

“University” means Cardiff Metropolitan University or Cardiff Met Co Ltd as applicable.

"Welsh Language Obligations" means the obligations of the University in respect of the use of the Welsh language, whether under any law, under any Welsh language scheme made under the Welsh Language Act 1993, under any Welsh language standards which apply to the University under the Welsh Language (Wales) Measure 2011 or any specific obligations in respect of the use of the Welsh language in connection with the Supply of the Equipment or Performance of the Services which are notified to the Contractor from time to time by the University.

- 1.2 Unless the context requires otherwise, the singular shall include the plural, plural the singular, and any words importing persons shall include firms, companies and corporations.
- 1.3 Any reference in this Contract to any provision of statute shall be construed as a reference to that provision as from time to time amended or re-enacted.
- 1.4 The headings in this Contract are for the convenience of the parties only and shall in no way be used to affect the interpretation or construction of this Contract.

## 2. **GENERAL PROVISIONS**

- 2.1 The Parties hereby agree that the supply of Equipment and Performance of Services by the Contractor shall be subject to the terms of this Contract and acceptance in writing or by performance shall constitute full acknowledgement and acceptance of the requirements and terms of this Contract by the Contractor. The Parties further agree that the terms of this Contract shall supersede and render void any and all terms under which Equipment or Services may have been previously supplied by the Contractor to the University, and that any terms and conditions proffered by the Contractor in any form or medium whatsoever shall be deemed void and unenforceable and have no bearing whatsoever on the function or requirements of this Contract or on the Parties hereto unless specifically agreed to the contrary in advance in writing by both Parties.
- 2.2 Should there be any inconsistency between the documents comprising the Contract, the order of precedence shall be:
  - a) the Purchase Order/s;
  - b) these Terms and Conditions; and
  - c) any Schedules, Annexes and Appendices attached and referred to in this Contract.

## 3 **SCOPE OF AGREEMENT**

The Contractor hereby agrees, upon the Terms and Conditions of this Contract, to:

- 3.1 supply the Equipment free from encumbrances and / or perform the Services as defined either in the Schedules hereto or on the Purchase Order/s;
- 3.2 supply the Equipment and / or perform the Services in accordance with the requirements laid down in this Contract;
- 3.3 provide any and all relevant operating and maintenance manuals and schedules, training, health and safety data and any other relevant information or data, whether required for statutory compliance or provided as good practice. Such provision shall be effected no later than the initial date of delivery or performance unless otherwise agreed in writing;
- 3.4 the Contractor is deemed to have examined the locations of any and all Supply of Equipment or Performance of Services, and to have understood the nature and extent of the requirements of this Contract and shall make no claim founded on its failure to do so save in the event of such failure being directly occasioned by errors or omissions in information supplied in writing by the University to the Contractor;
- 3.5 perform its obligations under the Contract in accordance with these Terms and Conditions and to comply and co-operate with any reasonable instructions given by the University;

- 3.6 be responsible at its own cost for the provision of all necessary staff, materials and equipment for the management and execution of any obligation under this Contract; and
- 3.7 perform all obligations with all due skill, care, ability and diligence and in compliance with all relevant statutory requirements and University policies and procedures.

#### 4 **QUALITY**

- 4.1 The Contractor warrants, represents and undertakes to the University that:
- a) the design, manufacture and / or installation of the Equipment or performance of the Services shall conform to the specifications or descriptions set out in this Contract, and that any Equipment shall be fit for the intended purpose, shall be of sound materials and workmanship, shall be of satisfactory quality and durability, free from any defects, latent or otherwise, and the same as any sample supplied to and approved by the University.
  - b) any Services shall be performed in accordance with the requirements, specifications and standards specified herein. In the absence of any such specified standards or where the standards specified are not applicable to any or all elements of the Services, the Services, or those elements of the Services not covered by the standards specified herein, shall be:
    - i. carried out with all due skill, care, ability and diligence and in a good and workmanlike manner; and
    - ii. performed in accordance with the best practice within the industry or profession of the Contractor.
  - c) the design, manufacture and / or installation of all Equipment and / or Performance of all Services provided hereunder shall conform in all respects with all relevant statute, orders and regulations in force at the date of Supply or Performance, and that the use of the Equipment or Services by the University shall not infringe any patent, trade mark, intellectual property or any other similar rights.
  - d) the Contractor's employees and agents will have the necessary skills, professional qualifications and experience to perform the Services in accordance with the requirements, specifications and standards specified herein.
  - e) it has obtained all necessary and required licences, consents and permits to perform the Services.

4.2 The Contractor shall complete the Services by any completion date specified in the Purchase Order and meet such other dates as agreed by the Parties.

4.3 The Contractor shall keep the University indemnified in full against any and all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the University as a result of or in connection with any breach of the Contractor's warranties contained in this Clause 4.

#### 5 **DELIVERY**

5.1 The dates, frequencies and any other conditions of Supply or Performance shall be as specified in this Contract (including any schedules) or in the Purchase Order/s issued from time to time to the Contractor, or in the Schedule/s herein.

5.2 Any delivery date for Equipment shall be of the essence of the Contract, except where the Contractor can show that a failure to deliver by the delivery date is not the fault of or caused, whether directly or indirectly, by the act or omission of the Contractor. From the date of delivery the University shall acquire a valid and unencumbered title to the Equipment.

- 5.3 Where the Contractor fails to deliver the Equipment by the delivery date the University shall be entitled to either:
- a) terminate the Contract; or
  - b) buy the same or similar Equipment from another supplier and require the Contractor to perform the Services to the timetable specified by the University, and recover the cost of buying the Equipment from another supplier which exceeds the sum specified for the Equipment in this Contract.
- 5.4 The Contractor shall ensure the Equipment are packed and supplied in such a manner as to reach the Delivery Address in good condition, and that the packaging and supply complies with all relevant statute and regulations.
- 5.5 Any request by the Contractor for any extension to the Completion Date must be made in writing as soon as any potential delay becomes apparent but no later than the Completion Date binding at that time. Any such request must give full and reasonable justification for any such request.

## **6 PROPERTY AND RISK**

- 6.1 Risk in the Equipment shall pass to the University upon the Equipment being delivered to the Delivery Address in correct quantity and good condition. The University shall not assume any risk on delivery if the Equipment are received in a damaged condition or if there are any discrepancies or variances of any kind between the quantity or extent of Equipment delivered and the quantity or extent of the Equipment described on the delivery documentation until such time as the cause of the damage or extent of the discrepancy is ascertained and the cost and liability of replacement and / or rectification is agreed.
- 6.2 Title in the Equipment shall pass to the University on completion of delivery.
- 6.3 Neither the assumption of risk or title as defined in this clause nor the making of any payment whatsoever shall prejudice the University's rights of rejection or any other right or remedy, whether under this Contract or at law.

## **7 ACCEPTANCE**

- 7.1 Notwithstanding the requirements of clause 6 herein, the University reserves the right to reject any Equipment supplied or Services performed which in its opinion fail to comply fully with the requirements set out in this Contract.
- 7.2 In the event of rejection, the University shall have the right to exercise the option to demand the removal of Equipment or the suspension or termination of Services, and to purchase the Equipment and / or Services elsewhere. Before exercising the right to purchase elsewhere or terminate the Contract, the University shall give the Contractor reasonable opportunity to replace the rejected Equipment or to re-perform the rejected Services with Equipment and / or Services (as the case may be) that comply fully with the requirements herein.
- 7.3 Save where performance and remedy criteria are agreed between the parties and incorporated elsewhere in this Contract, should the Contractor in accordance with clause 7.2 fail to provide replacement Equipment or re-perform the Services to meet the requirements herein within a period of fourteen (14) days from date of initial rejection by the University, then the University shall have the right to terminate this Contract and / or any Purchase Orders forthwith and without liability in accordance with clause 13.1.3 herein.
- 7.4 In the event of termination under the provisions of clause 7.3 herein, the parties shall reconcile and effect remuneration for all Equipment supplied and / or Services performed up to the date of termination where such Equipment or Services are acceptable and compliant with the requirements of this Contract, and reconcile and return any monies paid in advance by the University for Equipment or Services where such delivery or performance was not effected.

## **8 PRICE AND PAYMENT**

- 8.1 The price payable shall be set out elsewhere in this Contract or in the Purchase Order/s issued to the Contractor, and shall be inclusive of all charges. No variation to the prices set out in this Contract shall be permitted save where a mechanism for price variation is agreed between the parties and incorporated elsewhere in this Contract.
- 8.2 Where VAT or any other tax or duty is applicable, the Contractor shall provide a valid tax invoice, with such duty or taxes itemised. Payment of monies due shall be made in accordance with the provisions herein provided that invoices are correctly addressed, completed and presented in accordance with the requirements herein. All invoices which are incorrectly completed or submitted shall be returned to the Contractor unpaid to be corrected and re-submitted.
- 8.3 Where the Contractor submits an invoice to the University, the University will consider and verify that invoice in a timely fashion.
- 8.3 The University shall pay the Contractor any sums due under an invoice no later than a period of thirty (30) days from the date on which the University has determined that the invoice is valid and undisputed.
- 8.4 Where the University fails to comply with clause 8.2 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 8.3 after a reasonable time has passed.
- 8.5 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract provisions having the same effect as clauses 8.2 to 8.4, and a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as clauses 8.2 to 8.5 of this Contract. In this clause 8.5, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the University in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
- 8.6 The Parties acknowledge that Schedule 12 to the Finance Act 2000 ("Provision of services through an intermediary") and the Social Security Contributions (Intermediaries) Regulations 2000 (the "IR35 Rules") may apply to the Contractor in providing the Services under this Contract. In any scenario where the IR35 Rules may apply, the University has reasonably concluded that the Contractor is 'self-employed' as defined by the UK HM Revenue and Customs. As such, the University expects and relies upon the Contractor to properly declare its earnings accrued under this Contract and to pay all properly due tax and National Insurance due on the accrued sums.
- 8.7 In any event where the University receives or incurs any costs, charges, actions or the like in respect of any failure by the Contractor to properly declare and pay any tax, National Insurance or other statutory deductions, the Contractor hereby agrees to indemnify the University against any such costs, losses or liabilities arising from the Contractor's default under this clause 8.7.

## **9 LIABILITIES AND INDEMNITY**

- 9.1 The Contractor shall be liable for and shall indemnify and hold harmless the University, its employees, agents and sub-contractors against any and all liabilities resulting from personal injury or death or loss or damage to any property which may arise from any act or omission, negligent or otherwise or wilful misconduct of the Contractor or the Contractor's employees, agents or sub-contractors out of or in consequence of any operations under this Contract, and the Contractor shall indemnify the University against all actions, demands, damages, costs, charges and expenses arising in connection therewith provided however that nothing in this clause shall render the Contractor liable for any injury or damage resulting from any negligent act or omission of the University or its agents or sub-contractors.

- 9.2 In addition to maintaining adequate levels of insurance as required by law, the Contractor shall be responsible for effecting and maintaining insurance adequate to cover the risks and potential liabilities specified in this Contract. Satisfactory evidence of such insurance and payment of current premiums shall be made available to the University upon request.
- 9.3 The Contractor shall make good any defects in any Works performed by the Contractor or any Contractor's sub-contractors that arise or become apparent within 6 months of the Completion Date. Furthermore, the Contractor shall be liable for making good any latent defects which may appear at any time in any Works performed by the Contractor or any Contractor's sub-contractors.
- 9.4 Should the Contractor fail to complete the installation and commissioning of the Equipment and the completion of any and all associated Works by the Completion Date, the University shall have the right to demand damages from the Contractor, such damages being defined as all additional direct costs and charges incurred by the University as a result of any such failure by the Contractor to complete by the Completion Date. The University shall have a duty to mitigate all such costs.
- 9.5 The Contractor shall not be liable for any repairs, replacement or damages if and to the extent that such defect, damage or delay is caused by the proven negligence of the University, its employees, agents or sub-contractors.
- 9.6 Neither Party excludes or limits liability to the other for death or personal injury caused by its negligence or fraudulent misrepresentation.
- 9.7 Subject to clause 9.6 the University's total liability arising under or in connection with, this Contract, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restriction or otherwise, shall be limited as follows:
- a) for non-payment of invoices for Equipment or Services purchased, to the amount unpaid.
  - b) for any other type of liability to the amount paid for the Equipment and Services in the preceding 12 months.

## 10 **FORCE MAJEURE**

- 10.1 For the purpose of this Contract "Force Majeure" means any event(s) or circumstance(s) beyond the reasonable control of either party which impedes the due performance of the obligations of such party and which by the exercise of all reasonable diligence such party is unable to prevent provided that the mere shortage of labour materials equipment or supplies shall not constitute Force Majeure.
- 10.2 If either party is prevented or impeded from or in performing its obligations under this Contract by reason of Force Majeure it shall promptly give notice to the other party stating the circumstances constituting Force Majeure and the extent thereof. The obligations of the parties shall thereupon be suspended for so long as the circumstances of Force Majeure may continue and neither party shall be liable to the other for breach or failure to perform its obligations under this Contract if it is unable to do so under the circumstances of Force Majeure. A party affected by Force Majeure shall use every reasonable effort to minimise the effects of Force Majeure and shall promptly resume performance of its obligations as soon as is reasonably possible after removal of the circumstances of Force Majeure.
- 10.3 If Force Majeure causes the prevention of any of the requirements of this Contract being performed by the University or the Contractor for a period of twenty-one (21) days, the University shall be entitled by written notice to the Contractor to terminate this Contract forthwith.

## 11 **SUB-CONTRACTING**

11.1 The Contractor shall not, without the prior written consent of the University, assign, sub-contract or transfer any part of its rights or obligations under this Contract.

## 12 **WARRANTY**

12.1 The Contractor shall, as soon as reasonably practicable and at the University's sole discretion, repair, replace or give credit for the full value of any of the Equipment which are or become defective during the period of 12 months from the date of Supply where such defects occur under proper usage and are due to faulty design, the Contractor's erroneous instructions as to use or erroneous use data provided by the Contractor or inadequate or faulty materials or workmanship or any other breach of Contractor's warranties, express or implied. Repairs and replacement parts shall themselves be subject to the foregoing obligations for a period of 12 months from the date of repair or replacement.

12.2 The Contractor shall not be liable for any repairs or replacement if and to the extent that such defect or damage is caused by the proven negligence of the University, its employees, agents or sub-contractors.

## 13 **TERMINATION**

13.1 The University shall have the right to terminate this Contract:

13.1.1 forthwith by notice to the Contractor in the event the Contractor becomes insolvent or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt;

13.1.2 forthwith without notice if the Contractor does not supply the Equipment by any specified or agreed date and/or does not carry out the Services by any specified or agreed date;

13.1.3 without prejudice to clause 13.1.2 and any other rights or remedies, forthwith by notice to the Contractor if the Contractor fails to perform or observe any of the terms of this Contract in any material respect and in the case of breach capable of remedy fails to remedy same within 14 days or in the event of a breach capable of remedy on more than one occasion notwithstanding that the Contractor has taken steps to remedy such breach on previous occasions.

13.1.4 forthwith by notice to the Contractor if the Contractor fails to remedy any failure to supply acceptable Equipment and / or Services in accordance with the requirements of this Contract.

13.1.5 at any time by giving not less than 30 days' notice in writing to the Contractor.

13.1.6 forthwith by notice to the Contractor if the Contractor is convicted or adjudged by a competent body to have infringed any statutory regulations.

13.1.7 forthwith by notice to the Contractor if the Contractor is found at any time during the term of this Contract to have made any knowingly false or misleading representations in any declarations or information supplied at any time to the University either prior to or subsequent to the commencement of this Contract.

13.2 Subject to clause 13.3 no remuneration or compensation shall become due to the Contractor in respect of any period after termination of this Contract with the exception of monies previously and correctly accrued under this Contract.

13.3 In the event of termination in accordance with 13.1.5 herein, the University's liability shall be limited to a fair and reasonable price for any materials purchased by the Contractor intended for performance of this Contract where such materials cannot be utilised under any other Contractor's agreements or business opportunities, whether existing or prospective, provided that any purchase shall only be payable by the University if it would have been payable in accordance with this Contract if it had not been terminated.

13.4 In the event of termination the Contractor shall return all information or materials provided by the University in relation to this Contract.

13.5 Termination shall be without prejudice to any accrued rights or remedies or any continuing obligations (whether express or implied) of either party.

#### **14 INTELLECTUAL PROPERTY**

14.1 The Contractor agrees that any and all property, information and / or intellectual property furnished by the University under or in connection with this Contract shall belong to the University and the Contractor shall take all reasonable steps to ensure protection of all such rights where such are not already in the public domain.

14.2 Any and all property, information and for intellectual property created by or for the Contractor for use or intended use, created by or for the Contractor in relation to the performance of the Contract shall belong to the University and the Contractor shall assign all rights in the same to the fullest extent permitted by law and shall complete any such documentation and do all such things as the University may require to evidence such assignment.

14.3 The Contractor hereby agrees to indemnify the University against any and all costs, claims or actions arising out of any infringement of patent, registered design, trademark, copyright or any other form of intellectual property rights arising out of the Supply, purchase or use of any Equipment or Performance of any Services under this Contract save where the Equipment are in accordance with specific design, requirements and instructions of the University.

#### **15 ADVERTISING AND CONFIDENTIALITY**

15.1 Neither the Contractor or Contractor's agents or sub-contractors shall make any reference to this Contract, the University or the University's affiliates in any medium whatsoever without the express prior permission of the University.

15.2 Neither the Contractor or Contractors' agents or sub-contractors shall make use of any images, photographs of University property, nor use any information given by or gleaned from the University save where such is either in the public domain other than by breach of any relevant confidentiality provisions or is essential for the due performance of this Contract

15.3 The supplier acknowledges that the University is subject to the requirements of the Freedom of Information Act 2000 and shall assist and co-operate with the University (at the Contractors expense) to enable the University to comply with these requirements.

#### **16 WAIVERS**

16.1 No failure or neglect on behalf of the University or its representatives to enforce any of the terms and conditions of this Contract shall be considered as a waiver unless expressly stated to be a waiver in writing by Cardiff Metropolitan University. A waiver by Cardiff Metropolitan University on one occasion shall not automatically be construed as permitting a waiver at any time in the future.

#### **17 SEVERANCE**

17.1 Any provision of this Contract which is declared void or unenforceable by any competent and approved authority or court shall to the extent of such invalidity or un-enforceability be deemed

severable and shall not effect the other provisions of this Contract, which shall continue unaffected.

## **18 RIGHTS OF THIRD PARTIES**

18.1 Save as expressly provided by this Contract, this Contract shall not create any rights under the Contracts (Rights of Third Parties) Act 1999 and shall not be enforceable by any party other than the Contractor and the University.

## **19 EQUALITY AND DIVERSITY**

19.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to equality and diversity (whether in age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation or otherwise) in employment.

19.2 The Contractor shall furthermore take all reasonable measures to ensure that there are no forms of slavery, servitude, trafficking of people or forced or compulsory labour in its direct and indirect supply chains and, at the University's reasonable request, shall provide the University with reports on the measures and outcomes in respect of this matter.

19.3 The Contractor shall take all reasonable steps to secure the observance of clauses 19.1 and 19.2 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors engaged in the performance of this Contract.

## **20 DATA PROTECTION**

20.1 In this clause 20, "controller", "data subject", "personal data", "personal data breach", "processing", "processor" and "supervisory authority" shall have the meaning given in Regulation (EU) 2016/679 (General Data Protection Regulation) ("Regulation"). The term "Data Protection Legislation" shall mean (i) the Regulation, (ii) the Data Protection Act 2018 subject to Royal Assent to the extent that it relates to processing of personal data and privacy; and (iii) all applicable law about the processing of personal data and privacy.

20.2 With respect to the parties' rights and obligations under this Contract and without prejudice to the Regulation, the parties agree that the University is a controller and that the Contractor is the processor. Accordingly, the Contractor undertakes that prior to processing any personal data on behalf of the University it will have implemented appropriate technical and organisational measures in such a manner that the processing it carries out on behalf of the University will meet the requirements of the Data Protection Legislation, and will ensure the protection of the rights of the data subjects whose personal data is being processed.

20.3 The background to the processing of personal data carried out by the Contractor for the University under this Contract is set out in the Annex, and the only processing that the Contractor is authorised to do is listed in that Annex and may not otherwise be determined by the Contractor.

20.4 The Contractor undertakes to the University that it will:

- a) process the personal data only on documented instructions from the University, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the Contractor is subject; in such a case, the Contractor shall inform the University of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The Contractor shall immediately inform the University if, in its opinion, any of the University's instructions infringe the Regulation or other Union or Member State data protection provisions;

- b) ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) take all measures required pursuant to Article 32 of the Regulation (Security of processing);
- d) not transfer personal data outside of the European Economic Area without the prior written consent of the University (which may be withheld in its absolute discretion);
- e) not appoint or engage another processor ("sub-processor") without the prior written consent of the University and where consent is given it will ensure that it has a written contract with the sub-processor that imposes on the sub-processor in a legally binding manner the obligations set out in this clause 20 that apply to the Contractor, and the Contractor shall remain fully liable for all acts or omissions of any sub-processor;
- f) taking into account the nature of the processing, assist the University by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the University's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the Regulation (Rights of the data subject);
- g) assist the University in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the Regulation taking into account the nature of processing and the information available to the Contractor;
- h) at the choice of the University, delete or return all the personal data to the controller after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the personal data;
- i) make available to the University all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the Regulation (Processor) and allow for and contribute to audits, including inspections, conducted by the University or another auditor mandated by the University;
- j) maintain a record of its processing activities on behalf of the University in accordance with Article 30 of the Regulation (Records of processing activities);
- k) co-operate on request with any relevant supervisory authority in the performance of its tasks; and
- l) comply with its other obligations under the Regulation including without limitation in relation to the notification of personal data breaches to the University.

20.5 The Contractor shall, on an ongoing basis, fully and effectively indemnify and hold harmless the University against all claims, expenses, costs (including reasonable legal costs), damages, losses, demands and regulatory fines awarded against or incurred or paid by the University arising as a result of the Contractor's negligence or any breach of the Contractor's obligations under this clause 20.

## 21 **WELSH LANGUAGE**

21.1 The Contractor warrants that it will not Supply the Equipment or Perform the Services in breach of the Welsh Language Obligations, nor in such a way as to render the University in breach of its Welsh Language Obligations. The Contractor shall comply with any Welsh language scheme made under the Welsh Language Act 1993 and any and all statutory standards pursuant to the Welsh Language (Wales) Measure 2011 which are potentially applicable to the Contractor, as published from time to time.

21.2 The Contractor shall use all reasonable endeavours to comply with the requirements the University's Welsh Language Policy in performing its obligations pursuant to this Contract.

22      **VARIATIONS**

22.1      No variation of the Contract or of any document referred to in it shall be effective unless the costs of the variation shall be agreed and details of the variation are in writing and signed by the Parties.

23      **GOVERNING LAW**

23.1      This Contract shall be construed and governed in all respects by the laws of England and Wales, as applied in Wales, and shall be subject to the exclusive jurisdiction of the English and Welsh courts, sitting in Cardiff.