

LIVERPOOL HOPE UNIVERSITY
TERMS AND CONDITIONS OF PURCHASE
GOODS, SERVICES, SOFTWARE AND CLOUD SERVICES

These standard Terms and Conditions set out the contractual framework governing the supply of goods and/or services to the University. Please review these provisions carefully, as they will form part of the legally binding agreement between the University and the supplier unless otherwise expressly agreed in writing.

1. DEFINITIONS:

Access Laws means the Freedom of Information Act 2000, Environmental Information Regulations 2004 and any successor legislation.

AI System means any artificial intelligence, machine learning, generative artificial intelligence, large language model or automated decision-making technology.

Confidential Information means any information of whatever nature and in whatever form disclosed by or on behalf of a party to the other party in connection with the Contract, including any business, financial, commercial, operational, technical, legal, strategic, academic, governance, security, organisational, student, staff or management information, whether or not marked or identified as confidential. It shall not include information which is publicly available other than through a breach of these Terms and Conditions.

Contract means the agreement between the University and the Supplier comprising, where relevant, the order, the order form, these Terms and Conditions, any Specification, a written agreement, a data sharing agreement, and any documents expressly incorporated by reference, including tender Specification, submissions and representations.

Data Protection Laws means the UK GDPR, Data Protection Act 2018, Privacy and Electronic Communications Regulations and all applicable laws relating to personal data.

Deliverables means all goods, materials, documents, reports, data, Software, plans, designs, work products, outputs and other items to be provided by the Supplier under the Contract, together with any Services, Software and all results, outcomes and work performed in the course of providing those Services, as specified in the Contract, Specification, Order Form or any other document incorporated under these Terms and Conditions.

Goods means goods supplied and defined within the order, order form, Specification or Contract.

Order means the University's purchase order.

Party and Parties means the University and the Supplier, singularly or together.

Services means all services including consultancy, support, advisory, maintenance, managed services, software services and software-as-a-service (SaaS).

Software means any computer software, applications, programs, code, scripts, databases, interfaces, firmware, cloud-based software and SaaS solutions, together with all updates, upgrades, releases, modifications, APIs, integrations, connectors and configuration; also related documentation supplied by the Supplier.

Specification means the requirements and standards applicable to the Services, Goods and Deliverables, including any description of the scope, functionality, performance, quality standards, service levels, deliverables and outcomes set out in the Contract.

Supplier means the person, firm, organisation or company that agrees to provide the Goods, Services, Software and Deliverables to the University under the Contract.

Term means the period of time agreed between the Parties and specified within the Contract.

University means Liverpool Hope University.

2. BASIS OF PURCHASE

2.1 The order constitutes an offer by the University to purchase the Goods / Services / Software.

2.2 The Contract is formed upon the earlier of:

- a) written acceptance by the Supplier of the order;
- b) commencement of the Services;
- c) delivery of any Goods; or
- d) provision of access to any Software.

2.3 The Supplier's terms and conditions are excluded unless expressly agreed in writing by the University.

2.4 The University shall have a reasonable period to inspect, test and evaluate Goods, Deliverables and Services. Acceptance shall not occur merely because payment has been made, Deliverables are used or Software is deployed.

2.5 The University may reject Deliverables that fail to meet specification or contractual requirements.

3. SUPPLIER OBLIGATIONS

The Supplier shall:

- a) perform the Contract with reasonable skill and care;
- b) comply with all applicable laws;
- c) use suitably qualified personnel;
- d) obtain and maintain all licences and permissions;
- e) cooperate fully with the University, including cooperation with law enforcement or regulatory investigations;
- f) promptly notify the University of any issue affecting delivery of the Goods or Services;
- g) ensure that any subcontractor, sub-processor, agent or other third party engaged by the Supplier in the performance of the Contract is bound by a written contract that imposes obligations which are no less onerous than and provide the University with protections no less protective than, those imposed on the Supplier under these Terms and Conditions and the Contract. The Supplier shall remain fully responsible and liable for the acts and omissions of its sub-processors and subcontractors as if they were the acts and omissions of the Supplier itself.

4. GOODS

4.1 The Supplier warrants that Goods shall:

- a) be of satisfactory quality;
- b) be fit for purpose;
- c) conform to the Specification;
- d) be free from defects;
- e) comply with all applicable safety legislation;
- f) be supplied with all manuals and instructions;
- g) comply with the Sale of Goods Act 1979.

4.2 Risk passes on acceptance.

4.3 Title passes on payment or delivery, whichever occurs first.

5. SERVICES

The Supplier warrants that Services shall:

- a) be provided with reasonable skill and care;
- b) comply with good industry practice;
- c) be carried out by appropriately trained personnel;
- d) achieve any agreed outcomes, performance indicators and service levels;
- e) comply with the Supply of Goods and Services Act 1982.

6. SOFTWARE AND SAAS SERVICES

6.1 The Supplier grants the University a non-exclusive, worldwide licence to use Software during the Contract Term.

6.2 Unless otherwise agreed, the licence shall permit use by:

- a) employees;
- c) students;
- d) contractors;
- e) authorised third parties.

6.3 The Supplier shall not disable, suspend or restrict access unless:

- a) legally required; or
- b) authorised in writing by the University.

6.4 The Supplier shall maintain availability of not less than 99.9% in each calendar month, unless an alternate reporting period is agreed between the Parties. Agreed and specified maintenance periods fall outside of the 99.9% availability, subject to the condition of reasonableness.

6.5 Planned maintenance shall be notified no less than five working days in advance.

7. CHANGE CONTROL

7.1 No variation shall be effective unless approved in writing by authorised representatives of both parties.

7.2 Where a University-requested change materially impacts cost or timescales, the parties shall discuss an equitable adjustment.

8. PRICE AND PAYMENT

8.1 Prices are fixed, unless agreed in writing and shall be stated in the Contract.

8.2 Prices include all costs except VAT; for Procurement Act calculation purposes, VAT is included in the cost calculation.

8.3 Valid invoices shall be paid within 30 days.

8.4 The University may withhold disputed amounts in good faith and at all times acting reasonably.

9. COMPLIANCE

9.1 The Supplier shall comply with:

- a) Bribery Act 2010;
- b) Equality Act 2010;
- c) Modern Slavery Act 2015;
- d) Health and Safety at Work etc. Act 1974;
- e) Procurement Act 2023;
- e) Data Protection Laws;
- f) all other applicable laws, as in force from time to time;
- g) relevant University policies and procedures, as notified to the Supplier.

9.2 Breach or suspected breach of clause 9.1 must be notified to the University as soon as possible, in writing and no later than 2 working days after knowledge of the breach or suspected breach; shorter timescales to report to the University may apply, where set out within these Terms and Conditions.

10. INFORMATION SECURITY

10.1 The Supplier shall:

- a) maintain appropriate technical and organisational security measures;
- b) use multi-factor authentication where appropriate;
- c) implement encryption for data in transit and at rest;
- d) maintain patch management processes;

- e) undertake vulnerability management;
- f) maintain incident management procedures.
- g) maintain an information security management system appropriate to the nature of the services provided;
- h) endeavour to maintain recognised certifications, for example ISO 27001 or Cyber Essentials Plus or be able to demonstrate similar and proportionate controls;
- i) notify the University of any security incident affecting University systems, services or information without undue delay and no later than 24 hours after knowledge of the incident.

10.2 The University may request evidence of compliance with clause 10.1.

11. DATA PROTECTION

11.1 Where the Supplier processes personal data on behalf of the University:

- a) the University acts as Controller;
- b) the Supplier acts as Processor;
- c) the Parties comply fully with Data Protection legislation and industry best practice;
- d) the Supplier shall only process Personal Data on instructions from the University;
- d) suitable security measures shall be maintained;
- e) sub-processors shall not be appointed without prior notification to the University;
- f) the Supplier shall ensure that the agreement with each authorised sub-processor contains data protection obligations that are equivalent to those set out in these Terms and Conditions, the Contract and comply with Article 28(4) of the UK GDPR.
- g) international transfers must be notified to the University and lawful transfer mechanisms must be in place;
- h) Personal data breaches shall be reported without undue delay and in any event within 24 hours of discovery to itshelp@hope.ac.uk with the subject heading DATA BREACH.
- i) the Supplier shall securely return or delete University Personal Data upon contract termination unless retention is legally required or requested, in writing, by the University;

11.2 The Supplier shall fully assist with:

- a) subject access requests;
- b) Information Commissioner Office investigations;
- c) data protection impact assessments.

11.3 Upon the reasonable request of the University, the Supplier shall provide evidence of compliance with this clause 11.

12. CONFIDENTIALITY

12.1 Each Party shall:

- a) keep Confidential Information secure;
- b) use it only for the Contract purposes;

c) disclose it only where legally required.

12.2 These obligations survive termination for six years.

13. FREEDOM OF INFORMATION

The Supplier acknowledges the University's obligations under Access Laws. The Supplier shall provide reasonable assistance in responding to requests.

14. INTELLECTUAL PROPERTY

14.1 Background Intellectual Property remains the property of the owner.

14.2 Intellectual Property in Deliverables created specifically for the University shall vest in the University upon creation.

14.3 Where assignment is not possible, the Supplier grants a perpetual, irrevocable, royalty-free licence.

14.4 University data remains the sole property of the University.

15. ARTIFICIAL INTELLIGENCE

15.1 The Supplier shall not:

- a) use University Confidential Information, metadata or usage information to train AI models without the University's prior written consent;
- b) permit Personal Data to be used for AI training;
- c) deploy material AI functionality affecting University operations without notification.

15.2 The Supplier shall:

- a) identify AI functionality;
- b) implement appropriate human oversight;
- c) maintain transparency regarding AI use, including notifying the University before introducing any material AI functionality that changes the way services are delivered or decisions are made;

16. AUDIT

16.1 The University, at all times acting reasonably, may audit:

- a) compliance with the Contract;
- b) information security controls;
- c) data protection arrangements;
- d) invoicing records.

16.2 The Supplier shall cooperate fully with this clause 16.

17. BUSINESS CONTINUITY AND DISASTER RECOVERY

17.1 The Supplier shall maintain documented:

- a) business continuity plans;
- b) disaster recovery plans;
- c) tested recovery procedures.

17.2 Evidence of compliance with this clause 17 shall be provided to the University by the Supplier upon reasonable request by the University.

18. ETHICS, ENVIRONMENTAL, SOCIAL AND GOVERNANCE.

18.1 The Supplier shall:

- a) maintain ethical supply chains;
- b) comply with all lawful requirements including those set out in clause 9 of these Terms and Conditions;
- c) take reasonable steps to reduce adverse environmental impact;
- d) maintain effective anti-corruption controls;
- e) act in a manner that maintains the reputation of the University

18.2 The Supplier shall notify the University as soon as possible and no later than 3 working days after a known or suspected breach of this clause 18.

19. INSURANCE

19.1 The Supplier shall maintain industry standard insurance with a reputable provider that adequately covers the risks and obligations arising from the Contract relating to:

- a) Employers Liability;
- b) Public Liability;
- c) Professional Indemnity;
- d) Cyber Insurance where personal data or IT systems are involved.

19.2 Evidence of compliance with this clause 19 shall be provided upon request by the University; the University determines whether the Supplier's insurance arrangements satisfy this clause 19.

20. LIABILITY

20.1 Neither party excludes liability for:

- a) death or personal injury caused by negligence;
- b) fraud;
- c) fraudulent misrepresentation;
- d) breach of confidentiality;

- e) infringement of intellectual property rights;
- f) data protection breaches;
- g) deliberate default;
- h) liabilities which cannot legally be excluded.

20.2 Subject to the above:

- a) the Supplier's aggregate liability shall not exceed 200% of the Contract Value;
- b) the University's aggregate liability shall not exceed 100% of the Contract Value;
- c) neither party shall be liable for indirect or consequential loss except where expressly stated.

21. INDEMNITIES

The Supplier shall indemnify the University against:

- a) intellectual property infringement claims;
- b) personal injury and property damage caused by the Supplier;
- c) data protection breaches caused by the Supplier;
- d) fraud or wilful misconduct by the Supplier.

22. TERMINATION

The University may terminate immediately where it reasonably determines any of the following have occurred:

- a) the Supplier commits a material breach;
- b) insolvency occurs;
- c) serious information security breaches occur;
- d) significant data protection breaches occur;
- e) modern slavery, fraud or bribery breaches occur;
- f) sanctions restrictions apply.

23. EXIT ASSISTANCE

Upon expiry or termination of the Contract, the Supplier shall:

- a) cooperate with replacement suppliers;
- b) transfer University Data in a readable format;
- c) enable the University to retrieve its data in an industry standard format;
- d) provide reasonable migration assistance;
- e) continue services for up to twelve months where requested and agreed between the Parties.

24. FORCE MAJEURE

24.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Contract to the extent caused by a force majeure event. A force majeure event means an event beyond the reasonable control of the affected Party which could not reasonably have been avoided or mitigated, including natural disasters, war, terrorism, civil unrest, epidemics, pandemics, governmental action or failure of utilities or transport networks. A force majeure event shall not include a shortage of staff, materials, equipment or funds, the failure of a subcontractor (unless caused by a force majeure event), or any circumstance that could reasonably have been avoided through proper business continuity or disaster recovery planning. Cyber incidents affecting only the Supplier's systems shall not constitute force majeure where reasonable safeguards could have prevented the incident.

24.2 The affected Party shall notify the other Party of the Force Majeure event as soon as possible, take all reasonable steps to mitigate the effects of the Event and resume performance as soon as possible; notice under clause 24.2 to be in writing.

24.3 If the Supplier is prevented from performing the Services or providing the Deliverables for a continuous period of more than 14 days, the University may, without liability, terminate this Agreement immediately by written notice and procure alternative goods or services from a third party.

25. NOTICES

Formal legal notices may be sent by:

- a) post recorded delivery; or
- b) email where receipt is acknowledged.

The address for service is:

caseworker@hope.ac.uk

Legal and Governance

Hope Park

Liverpool Hope University

Hope Park, Liverpool

L16 9JD

26. GENERAL

26.1 Assignment and Subcontracting: the Supplier shall not assign, transfer, charge, subcontract or otherwise deal with any of its rights or obligations under this the Contract without the University's prior written consent. The Supplier shall remain fully responsible for the acts and omissions of any subcontractor as if they were its own. The University may assign, transfer or novate this Agreement to any successor body or affiliated entity without the Supplier's consent.

26.2 Entire Contract: the Contract constitutes the entire agreement between the parties and supersedes all previous discussions, negotiations, representations and agreements relating to its subject matter. Each party acknowledges that it has not relied on any statement or representation not expressly set out in the Contract.

26.3 No Partnership: nothing in the Contract is intended to create a partnership, joint venture, agency relationship or employment relationship between the parties. Neither party shall have authority to bind the other.

26.4 Severability: if any provision of the Contract is found by a court or competent authority to be invalid, illegal or unenforceable, that provision shall be deemed deleted to the minimum extent necessary and the remaining provisions shall remain in full force and effect.

26.5 Third Party Rights: a person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

26.6 Governing Law and Jurisdiction: the Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.