



**WELLCOME  
GENOME  
CAMPUS**



# **Hinxton Hall Limited Purchase Order Terms and Conditions**

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## 1. DEFINITIONS

- 1.1. In these Conditions, the following words shall have the following meanings:

**"Conditions"** means these Purchase Order Terms and Conditions;

**"Contract"** means the Purchase Order, these Conditions and any other annexes to or special conditions specified in the Purchase Order;

**"Contractor"** means the person, organisation, firm or company named as the Contractor in the Purchase Order and who is to supply and sell the Services to HHL;

**"HHL"** means Hinxtion Hall Limited, a company registered in England under number 03062160, whose registered address is at 215 Euston Road, London NW1 2BE;

**"Purchase Order"** means the purchase order issued by HHL to the Contractor;

**"Services"** shall mean the services/ work/ project to be undertaken by the Contractor under the Contract and order by HHL as further described in the Purchase Order.

- 1.2. These Conditions form part of the agreement detailed in the Purchase Order to which they are attached.
- 1.3. The Purchase Order, the Conditions and any other annexes to the Purchase Order shall be read and interpreted according to the following descending order of priority: the Purchase Order, the Conditions, any other annexes to the Purchase Order.
- 1.4. In these Conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 1.5. In these Conditions, references to "Clauses" are references to clauses in these Conditions.
- 1.6. In these Conditions, references to parties are references to the Contractor and HHL and references to the other party are references to either the Contractor or HHL where the context so admits.
- 1.7. The headings in the Conditions do not affect their interpretation.

## 2. APPLICATION OF TERMS

- 2.1. The terms and conditions contained in the Contract are the only terms and conditions upon which HHL is prepared to deal with the Contractor and they shall govern the Contract to the entire exclusion of all terms and conditions.

- 2.2. No terms and conditions endorsed upon, delivered with or contained in the Contractor's quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract and the Contractor waives any right which it otherwise might have to rely on such terms and conditions.
- 2.3. Any non-applicability of or variation to these Conditions shall have no effect unless expressly agreed in writing in the Purchase Order.
- 2.4. In relation to future orders placed by HHL, HHL reserves the right to change the provisions of these Conditions from time to time.

## 3. ACCEPTANCE

The Contract constitutes an offer by HHL to procure the Services at the price stated in the Purchase Order and subject to the terms and conditions contained in the Contract. No Contract shall be accepted until the Contractor, either expressly by giving notice of acceptance, or impliedly, by fulfilling the Contract, in whole or in part accepts the offer.

## 4. DELIVERY OF SERVICES/DISSEMINATION OF RESULTS

Provision of all Services and dissemination of the results of the Services shall be made to the address(es) or shall be disseminated in the manner specified in the Purchase Order.

## 5. PRICE

The price of the Services shall be stated in the Purchase Order and shall, unless otherwise agreed in writing by HHL, be and remain firm.

## 6. PAYMENT

HHL shall pay the price of the Services within thirty (30) days of receipt by HHL of valid invoice(s) from the Contractor subject to the Services having been provided to the satisfaction of HHL, but time for payment shall not be of the essence. All Services shall be invoiced on the date of completion and a separate invoice shall be forwarded in respect of each instalment in respect of which HHL is obliged to make payment in accordance with any provision regarding payment in the Purchase Order, unless otherwise agreed by the parties in writing.

## 7. TIME FOR PROVISION OF SERVICES/DISSEMINATION

The Services shall be provided and completed/disseminated on or before the date(s) for provision specified in the Purchase Order or, if no date is specified, within a

reasonable period provided that HHL shall be under no obligation to accept provision before the specified date(s), but reserves the right to do so. The provision of Services/dissemination by the Contractor by the date specified in the Purchase Order is essential to enable the Contractor to require performance of HHL's obligations under the Contract. HHL shall (without prejudice to any other rights of HHL) be entitled to reject the Services and terminate the Contract if any part of the Services ordered is not provided or the results of the Services are not disseminated by the specified date(s).

## 8. CONFIDENTIALITY

- 8.1. The Contractor shall keep in strict confidence this Contract and its subject matter, any results arising from the provision of the Services, all technical and commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Contractor by HHL and any other confidential information concerning the business of HHL or its products which the Seller may obtain ("Confidential Information").
- 8.2. The Contractor shall restrict disclosure of the Confidential Information to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the Contractor's obligations to HHL under the Contract and shall ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality that bind the Contractor and procure compliance with those obligations by such persons.
- 8.3. The Contract shall only use the Confidential Information for the purposes of performing its obligations under the Contract.

## 9. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 9.1. Any and all existing and future intellectual property rights (including copyright, design rights, trademarks, database rights, patents or proprietary rights, whether registered or unregistered, and all rights against third parties in respect of the foregoing whatsoever in any part of the world) arising from the Contract and/or the Services (the "Intellectual Property") shall belong to HHL unless otherwise agreed in writing by the parties.
- 9.2. The Contractor hereby assigns with full title guarantee all existing Intellectual Property, and undertakes to assign any future Intellectual Property, to HHL.
- 9.3. The Contractor warrants that it has not and will not grant or assign any Intellectual Property to any third party whatsoever in any part of the world.
- 9.4. The Contractor has no rights to the Intellectual Property except to the extent necessary to perform its obligations under the Contract and

waives (and shall procure that its employees, agents and sub-contractors waive) any and all moral rights arising out of or in connection with the Services or Contract.

- 9.5. The Contractor shall not do or cause to be done anything which infringes, damages or might infringe or damage either the Intellectual Property or HHL's other intellectual property rights.
- 9.6. The Contractor warrants that, in performing its obligations under the Contract, it has not and shall not infringe any third party intellectual property rights.
- 9.7. The Contractor shall notify HHL immediately, on becoming aware of any actual, threatened or potential infringement of the Intellectual Property or of any challenge to or claim against the Intellectual Property on the basis that it infringes any third party rights. The Contractor shall not take any action in relation thereto (including, without limitation, making any admission or settlement) without HHL's prior written consent. Any action taken by HHL in this regard shall be in HHL's absolute discretion and the Contractor undertakes to provide such assistance with any action taken by HHL as HHL reasonably requests.

## 10. PUBLICITY

- 10.1. The Contractor shall not use the name or other identity of HHL for its own publicity or promotional purposes which are not in furtherance of its obligations under this Contract without the prior consent of HHL.
- 10.2. The content and form of any publicity produced or material published by the Contractor relating to the Services or Contract shall be approved by HHL prior to such publicity being finalised for placement in the public domain.
- 10.3. The Contractor shall discuss with HHL in good faith the form of an appropriate acknowledgment of HHL's role in commissioning the results of the Services.

## 11. USE OF HHL PROPERTY

- 11.1. Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by HHL to the Contractor for use in the provision of Services (the "HHL Property") shall at all times be and remain the exclusive property of HHL.
- 11.2. HHL Property shall be held by the Contractor in safe custody and the Contractor shall provide for insurance of HHL Property at its full value to HHL. Proof of compliance with this insurance requirement is to be furnished to HHL on request.
- 11.3. HHL Property shall be maintained and kept in good condition by the Contractor until returned to HHL and shall not be disposed of other than in accordance with HHL's written instructions.
- 11.4. HHL Property shall not be used otherwise than as authorised by HHL in writing.

## 12. TERMINATION

12.1. Without prejudice to and in addition to HHL's right at Clause 7 to terminate the Contract (for failing to deliver the Services on time), the Contract may be terminated in whole or in part:

12.1.1. by either party on notice in writing with immediate effect if the other party is in breach of any of its terms (including in breach of warranty) and has failed to remedy the breach within 28 days of receiving written notice from the other party of the breach;

12.1.2. by HHL giving the Contractor not less than 28 days' notice in writing, stating the reasons for termination, whereupon all work on the Contract shall be discontinued and HHL shall pay to the Contractor the Contractor's reasonable costs incurred directly in connection with Services satisfactorily performed up to, but not including, the date of termination; or

12.1.3. by HHL on notice in writing with immediate effect if:

- a) any distress, execution or other process is levied upon any of the assets of the Contractor;
- b) the Contractor has a resolution passed or a petition is presented to wind it up (otherwise than for a solvent reconstruction or amalgamation), or has a receiver appointed of the whole or any part of its assets, or is subject to any bankruptcy, insolvency, administration, sequestration or similar proceedings; or
- c) the Contractor ceases or threatens to cease to carry on its business.

12.2. The termination of the Contract, however arising, will be without prejudice to the rights and duties of HHL accrued prior to termination. The terms and conditions of the Contract which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

12.3. Upon termination of the Contract, the Contractor shall immediately deliver up to HHL any HHL Property.

## 13. CONTRACTOR'S WARRANTIES AND UNDERTAKINGS

13.1. The Contractor warrants that it shall comply in every respect with all instructions, specifications, drawings, designs or formulae provided or specified by HHL to the Contractor or any other specification agreed by the parties and shall comply with all applicable laws, legislation (including, without limitation, the General Data Protection Regulation ((EU) 2016/679) (EU GDPR), the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), and the Data Protection Act 2018, as applicable), directives, regulations, codes or best practice from time to time in force and obtain any

necessary consents required for the performance of its obligations under the Contract. To the extent that the Contractor processes personal data on behalf of HHL in connection with the Services, the Contractor warrants that it shall comply with the Data Processing Addendum here attached.

13.2. The Contractor warrants that all Services supplied to HHL will be supplied with competence, due care and skill and by appropriately qualified personnel.

13.3. During the term of the provision of Services to HHL the Contractor shall carry adequate insurance cover in such amount and in respect of such risks as are appropriate for the Project including in respect of all employees, agents and sub-contractors of the Contractor as shall be carrying out activities in connection with the provision of the Services.

13.4. If the Contractor shall be required to be on HHL's premises in order to provide the Services, the Contractor undertakes to HHL that the Contractor will bring to the attention of all employees, agents, sub-contractors and representatives of the Contractor as shall be involved in any way in the provision of Services to HHL, the requirements of HHL's health and safety requirements and contractors on-site requirements. The Contractor shall be responsible for ensuring that such requirements are duly observed by all such employees, agents, sub-contractors and representatives of the Contractor.

13.5. To the extent that in the course of providing the Services, the Contractor processes any personal data on behalf of HHL, the Contractor will comply with the Data Processing Addendum here attached.

## 14. INFORMATION REQUESTS AND PROGRESS REPORTS

The Contractor shall keep HHL fully informed of progress of carrying out its obligations pursuant to the Contract and shall comply with any and all of HHL's reasonable requests for information arising out of or in connection with this Contract.

## 15. RESOURCES

The Contractor shall assign appropriately qualified personnel to supply the Services to the highest professional standards generally observed within the field within which the Contractor conducts its business. The Contractor shall use all reasonable endeavours to minimise changes to any personnel referred to in the Contract as having been assigned to supply the Services. Any changes to such personnel shall be notified to HHL as soon as reasonably practicable and HHL reserves its right to terminate the Contract pursuant to Clause 12.1.1 if there are changes to key personnel assigned to supply the Services.

**16. LIABILITY**

Save with respect to death or personal injury caused by HHL's negligence, HHL shall not be liable for any damages, costs, claims, liabilities, expenses, losses (including indirect or consequential loss) and demands arising out of or in connection with this Contract.

**17. INDEMNITY**

- 17.1. The Contractor will indemnify and keep HHL fully indemnified in respect of any and all damages, costs, claims, liabilities, expenses, losses (including indirect or consequential loss) and demands incurred by HHL, directly or indirectly as a result of the Contractor's breach of any of the terms, conditions, warranties or undertakings contained in the Contract.
- 17.2. The Contractor undertakes to insure itself against any and all liability under this Contract and HHL has the right to require proof in writing that this insurance requirement has been complied with.

**18. PRESERVATION OF RIGHTS**

Each right or remedy of HHL under the Contract is in addition and without prejudice to any other right or remedy of HHL, whether under the Contract or at common law or under statute, and in no way limits these other rights.

**19. SURVIVAL**

Any termination of the Contract shall not affect the accrued rights of HHL nor the liabilities and obligations of the Contractor. In particular, but without prejudice to the generality of the foregoing, Clauses 8 (Confidentiality) and 9 (Intellectual Property) of these Conditions will survive termination or expiry of the Contract.

**20. HHL'S RIGHTS OF SET-OFF**

The HHL reserves the right to set off against any payment due by HHL to the Contractor any sums that the Contractor owes to HHL.

**21. ASSIGNMENT AND SUB-CONTRACTING**

- 21.1. The Contractor shall not assign, delegate, sub-contract or otherwise transfer any or all of its rights and obligations under this Contract to any third party without the prior written consent of HHL.
- 21.2. The HHL may assign the Contract or any part of it to any person or organisation.

**22. RELATIONSHIP**

Nothing in the Contract and no action taken by the Contractor or HHL pursuant to and arising out of or in connection with the Contract shall constitute, or be deemed to constitute, the

Contractor and HHL a partnership, association, joint venture or other co-operative entity. The Contractor is independent from HHL and shall not be deemed an employee or agent of HHL. The Contractor does not have the power to bind HHL and shall not represent itself as being able to do so.

**23. WAIVER**

Failure on HHL's part at any time to enforce any provision of the Contract shall in no way affect HHL's rights at a later date to require performance of the Contract nor shall a waiver of any breach be taken or held to be a waiver of any subsequent breach of any provision.

**24. VARIATION**

No amendment or variation to the terms of the Contract shall take effect unless agreed in writing and signed by authorised representatives of each of the parties.

**25. SEVERANCE**

25.1. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable:

- 25.1.1. it shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract, and shall not in any way affect the validity or enforcement of this agreement; and
- 25.1.2. the parties shall negotiate in good faith to replace such term with a valid or enforceable term which reflects their original intentions as closely as possible.

**26. NOTICES**

- 26.1. Notices under this Contract must be sent by first class post or (with a hard copy confirmation sent that day by post) by fax or e-mail, or by hand, to the appropriate address set out in the Contract or such other address as the addressee may by written notice have directed.
- 26.2. Notices sent as above shall be deemed to have been received:
- 26.2.1. on the same business day in the case of hand-delivery, fax or e-mail, or, if not delivered or sent on a business day, on the next business day;
- 26.2.2. on the second business day following the day of posting in the case of inland first class mail; or
- 26.2.3. seven business days after the day of posting in the case of air-mail.

**27. ENTIRE AGREEMENT**

27.1. The Contract contains the whole agreement between the parties in respect of the subject matter and supersedes and replaces any prior

written or oral agreements, representations or understandings between them relating to such subject matter. The parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into this Contract.

27.2. Without limiting the generality of Clause 26.1, neither party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into this Contract, and a party's only remedy is for breach of contract. However, nothing in this Contract purports to exclude liability for any fraudulent statement or act.

**28. DISPUTE RESOLUTION**

The parties shall attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract promptly through negotiations between representatives of the Contractor and HHL who have authority to resolve the same.

**29. EXCLUSION OF THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract and the

parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

**30. GOVERNING LAW AND JURISDICTION**

The Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

CONTRACTOR SIGN OFF	
Contractor name:	
Signed by:	
Name:	
Position:	
Date:	



## DATA PROCESSING ADDENDUM

### 1. DEFINITIONS

- 1.1. In this addendum, the following words shall have the following meanings:

**“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “processing”, and “appropriate technical and organisational measures”** have the meanings defined in the Data Protection Legislation;

**“Data Protection Legislation”** means the UK Data Protection Legislation and any other applicable European Union legislation relating to personal data, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

**“UK Data Protection Legislation”** means all applicable data protection and privacy legislation (and amendments to that legislation) in force from time to time in the UK including: the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

### 2. TERMS

- 2.1. Both parties will comply with all applicable Data Protection Legislation.
- 2.2. The parties acknowledge that for the purposes of the Data Protection Legislation, HHL is the Controller and the Contractor is the Processor.
- 2.3. HHL will ensure that it has all necessary consents and notices in place to enable lawful transfer of the Personal Data to the Contractor for the duration and purposes of this agreement.
- 2.4. The Contractor will in relation to any Personal Data processed in connection with the performance of its obligations under this agreement:
- 2.4.1. process that Personal Data only on the documented written instructions of the HHL unless the Contractor is required by applicable law to otherwise process that Personal Data. Where the Contractor is relying on applicable law as the basis for processing Personal Data, it shall promptly notify HHL of this before performing the processing unless that law prohibits the Contractor from doing so;
- 2.4.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, and regularly assess and evaluate the effectiveness of the technical and organisational measures adopted by it;
- 2.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data secure and confidential; and
- 2.4.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of HHL has been obtained and the following conditions are fulfilled:
- HHL or the Contractor has provided appropriate safeguards in relation to the transfer;
  - the Data Subject has enforceable rights and effective legal remedies;
  - the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - the Contractor complies with reasonable instructions notified to it in advance by HHL with respect to the processing of the Personal Data;
- 2.4.5. assist HHL in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 2.4.6. notify HHL without undue delay on becoming aware of a Personal Data Breach;
- 2.4.7. at the written direction of HHL, delete or return Personal Data and copies thereof to HHL on termination of the agreement unless required by applicable law to store the Personal Data; and
- 2.4.8. maintain complete and accurate records and information to demonstrate its compliance with this addendum and allow for audits by HHL or HHL's designated auditor.
- 2.5. The Contractor confirms that to the extent it sub-contracts processing (totally or partially) to a third-party processor:
- it shall first obtain the prior written consent of HHL to do so; and
  - its agreement with the third-party processor will have terms which are substantially similar to those set out in this addendum, and at all times will comply with the requirements of the Data Protection Legislation.
- 2.6. As between HHL and the Contractor, the Contractor shall remain fully liable for all acts



or omissions of any third-party processor appointed by it.

- 2.7. Either party may, at any time on not less than 30 days' notice, revise this addendum by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 2.8. This addendum is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

