

## MHRA STANDARD TERMS AND CONDITIONS – SUPPLY OF GOODS AND/OR SERVICES

### 1. DEFINITIONS AND INTERPRETATION

**Anti-Corruption Legislation:** means all legislation and regulation including official guidance issued pursuant to such legislation or regulations, related to financial crime, including without limitation the Bribery Act 2010, and slavery and human trafficking, including without limitation the Modern Slavery Act 2015.

**Business Day:** means a day which is not a Saturday or Sunday or a bank or public holiday in England.

**Change of Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010.

**Confidential Information:** has the meaning given in clause 12.1.

**Contract:** these Terms and Conditions, the Purchase Order, any Related Purchase Order, and any schedules, appendices or annexes attached to the Purchase Order, and to any Related Purchase Order, as may be varied from time to time in accordance with clause 18.1.

**Data Protection Legislation:** means: (i) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) the General Data Protection Regulation (Regulation (EU) 2016/679) (the "General Data Protection Regulation" or "GDPR"); and (iii) all applicable Laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the United Kingdom Information Commissioner.

**Deliverables:** all documents and materials developed by the Supplier as part of the Services.

**Delivery:** the delivery of the Goods in accordance with clause 4 and/or supply of the Services in accordance with clause 5 and "Deliver" and "Delivered" shall be construed accordingly.

**Delivery Date:** the date for Delivery of the Goods and/or Services stipulated on the Purchase Order, unless agreed otherwise.

**Delivery Location:** the location specified in a Purchase Order for Delivery of those Goods or the supply of those Services to which the Purchase Order relates.

**Disclosure Laws:** the Freedom of Information Act 2000; the Environmental Regulations 2004; and the Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions and on the Management of Records.

**Dispute:** has the meaning given in clause 17.1.

**Excess Goods:** has the meaning given in clause 4.5.

**Force Majeure Event:** an event beyond the control of a Party (or any person acting on its behalf), which by its nature could not have been foreseen by such Party (or such person), or, if it could have been foreseen, was unavoidable, and includes acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources (not attributable to any action or failure to act of the Supplier or any of its subcontractors) but excludes industrial dispute, Brexit and Covid-19.

**Good Industry Practice:** means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the manufacture and/or supply of Goods similar to the Goods and/or supply of services similar to the Services under the same or similar circumstances as those applicable to this Contract, including in accordance with any codes of practice published by relevant trade associations.

**Goods:** means those Goods set out in the Purchase Order.

**Group:** in relation to a company, that company, its subsidiaries, its holding companies and their subsidiaries.

**Insolvency Event:** means the Supplier:

- (a) suspending, or threatening to suspend payment of its debts, being unable to pay its debts as they fall due, admitting inability to pay its debts or being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (b) commencing negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or making a proposal for, or entering into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies, or the solvent reconstruction of that other Party;
- (c) having a petition filed, a notice given or a resolution passed or order made, for or in connection with the winding up of that Party other than for the sole purpose of a scheme for a solvent amalgamation of that Party with one or more other companies, or the solvent reconstruction of that Party;
- (d) or any event or proceeding with respect to a Party that has an effect equivalent or analogous to any of the events set out above.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Law:** means: (a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation; (b) any applicable European Union directive, regulation, decision or law; (c) any enforceable community right within the meaning of section any enforceable community right within the

meaning of sections 1A(2) or 1B(2) of European Union (Withdrawal) Act 2018; (d) any applicable judgement of a relevant court of law which is a binding precedent; (e) requirements set by any regulatory body; and (f) any applicable code of practice, in each case, as applicable in England and Wales.

**MHRA:** means the Secretary of State for Health and Social Care, as part of the Crown, acting through the Medicines and Healthcare products Regulatory Agency.

**Purchase Order:** means the purchase order issued by MHRA on its standard purchase order template quoting a purchase order number to the Supplier for the supply of Goods and/or Services and in accordance with clause 2.

**Parties:** means MHRA and the Supplier and Party shall mean either of them.

**Personal Data:** has the meaning set out in the Data Protection Legislation.

**Prices:** means the prices of the Goods and/or Services as determined in accordance with clause 7.

**Related Purchase Order:** means any subsequent purchase order issued by MHRA on its standard purchase order template quoting a purchase order number to the Supplier for the supply of Goods and/or Services in relation to the variation of the Contract pursuant to clause 18.1.

**Representatives:** has the meaning given in clause 12.2.

**Service Specification:** means any specification provided by the Supplier in relation to the Goods, Deliverables and/or Services being offered or any requirements set out in the Purchase Order whether or not defined as a specification.

**Services:** means those services, including any Deliverables, set out in the Purchase Order.

**Sub-contractor:** means a third party supplier engaged by the Supplier for the purpose of performing (or contributing to the performance of) any of the Supplier's obligations (in whole or part) set out in this Contract.

**Supplier:** is as defined in the Purchase Order.

**Terms and Conditions:** means these terms and conditions.

**Total Contract Value:** means the total Price payable for the Goods and/or Services as stated in each related Purchase Order and this may constitute more than one Purchase Order.

1.1 A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this Contract and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this Contract.

1.2 A reference to the Purchase Order shall, where the context requires, also include reference to any Related Purchase Orders.

1.3 A reference to **writing** or **written** includes e-mail except where expressly stated.

### 2. THE ORDER PROCESS

2.1 **THESE TERMS AND CONDITIONS SHALL NOT APPLY WHERE THE SUPPLY OF GOODS OR SERVICES IS SUBJECT TO THE TERMS OF A FRAMEWORK CONTRACT OR OTHER FORMAL CONTRACT ISSUED/TO BE ISSUED BY MHRA TO THE SUPPLIER.** MHRA does not

accept, and hereby rejects, any terms offered or quoted by the Supplier, either before or after the commencement of the Contract. For the avoidance of doubt, these Terms and Conditions apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate (whether expressly or impliedly) and, for the avoidance of doubt, no terms or conditions endorsed upon, delivered with or contained in the Supplier quotation, acknowledgement or acceptance of order, specification or any other document shall form part of this Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.2 On a non-exclusive basis, the Supplier shall sell and MHRA shall purchase such Goods and/or Services as MHRA may order pursuant to this Contract. MHRA shall not be obligated to purchase (or use) a minimum quantity of the Goods or minimum level of Services or indeed any Goods and/or Services.

2.3 Unless provided otherwise in this Contract, each Purchase Order shall be deemed to be an offer by MHRA to buy Goods and/or Services subject to this Contract and such offer shall be considered accepted when the Supplier either expressly gives notice of acceptance or fulfils the Purchase Order in accordance with clause 4.1 and/or clause 5.1 (and specifically the timescales set out therein).

2.4 MHRA may at any time prior to despatch of the Goods or supply of the Services amend or cancel a Purchase Order by written notice to the Supplier without liability.

2.5 MHRA shall:

2.5.1 provide prompt co-operation and assistance and any information and/or documentation that the Supplier may reasonably require in order to enable the Supplier to provide the Goods and/or Services; and

2.5.2 permit the Supplier's staff to have such access as the Supplier may reasonably require to its premises and facilities for the purpose of providing the Services.

### 3. THE GOODS

3.1 Title in all Goods must be free and clear of charge or encumbrance. In addition, the Supplier warrants that the Goods shall:

3.1.1 be new, unused and previously unsold at the time of Delivery;

3.1.2 conform with the specification, description or sample on which they were originally offered to and accepted by MHRA;

3.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by MHRA;

- 3.1.4 be free from defects in design, material and workmanship;
- 3.1.5 not infringe the Intellectual Property Rights of any third party; and
- 3.1.6 comply with the Law including, without limitation and where applicable, UKCA marking.
- 3.2 The Supplier shall not alter or substitute any of the Goods without the prior written consent of MHRA.
- 3.3 The Supplier shall ensure that the Goods are properly packed, labelled and secured (including in compliance with any specific requirements of this Contract) in such manner as to enable them to reach their destination in good condition.
- 3.4 The Supplier shall obtain and maintain in force all licences, permissions, authorisations, consents and permits needed to supply the Goods in accordance with the terms of this Contract and shall comply with all applicable Law relating to the packing, packaging, marking, storage, handling, and delivery of the Goods.
- 4. DELIVERY, TITLE AND RISK**
- 4.1 The Supplier shall deliver the Goods to the Delivery Location on the Delivery Date or, where there is no specified Delivery Date, within two (2) Business Days of the Supplier's receipt of each Purchase Order.
- 4.2 Unless otherwise stipulated by MHRA in the Purchase Order, deliveries shall only be accepted by MHRA during Mondays to Fridays between the hours of 9am and 5pm.
- 4.3 Delivery of a Purchase Order for Goods shall be complete on the completion of unloading of the Goods at the Delivery Location and MHRA signing to confirm receipt of the Goods. Any signature for receipt of the Goods shall not constitute acceptance of such Goods.
- 4.4 MHRA shall not be deemed to have accepted any Goods until it has had five (5) Business Days to inspect them following Delivery. MHRA's acceptance of the Goods is without prejudice to the Supplier's obligations in this clause 4 and MHRA's rights and remedies under this Contract and in Law in the event of a breach thereof.
- 4.5 If Goods are delivered to MHRA in excess of the quantities ordered (such Goods being Excess Goods), MHRA shall not be bound to pay for such Excess Goods and such Excess Goods shall remain at the Supplier's risk and the provisions of clause 4.6 shall apply.
- 4.6 Each Delivery shall be accompanied by a delivery note from the Supplier showing the Purchase Order number, the date of the Purchase Order and the type and quantity of Goods included in the same, including the code numbers of the Goods and instructions for use.
- 4.7 Unless otherwise stated in this Contract, in respect of the Goods and/or the Deliverables:
- 4.7.1 risk shall pass to MHRA on Delivery; and
- 4.7.2 title shall pass to MHRA on the earlier of: (a) Delivery; or (b) payment by MHRA.
- 5. SUPPLY OF SERVICES**
- 5.1 The Supplier shall, from the Delivery Date, provide the Services to MHRA at the Delivery Location in accordance with the terms of this Contract, including meeting any performance dates for the Services specified in the Purchase Order or notified to the Supplier by MHRA.
- 5.2 In providing the Services, the Supplier shall:
- 5.2.1 perform the Services with the reasonable care, skill and diligence in accordance with Good Industry Practice;
- 5.2.2 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- 5.2.3 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for purpose;
- 5.2.4 provide such equipment and such other items as are required to provide the Services;
- 5.2.5 ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the MHRA, will be free from defects in workmanship, installation and design;
- 5.2.6 obtain and at all times maintain all necessary licences and consents, and comply with the Law;
- 5.2.7 observe all health and safety rules and regulations and any other security requirements that apply at MHRA's premises; and
- 5.2.8 not do or omit to do anything which may cause MHRA to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.
- 6. REMEDIES**
- 6.1 If the Goods are not Delivered, or the Supplier fails to perform the Services, in accordance with this Contract, then, without limiting any other right or remedy MHRA may have, MHRA may:
- 6.1.1 refuse to take any subsequent attempted delivery of the Goods or accept any subsequent performance of the Services;
- 6.1.2 obtain substitute Goods and/or Services from another supplier and recover from the Supplier any reasonable costs and expenses incurred by MHRA in obtaining such substitute Goods and/or Services; and
- 6.1.3 claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Goods and/or provide the Services on the Delivery Date,
- provided that the Supplier shall have no liability for any failure or delay in delivering the Goods or performing the Services to the extent that such failure or delay is caused by MHRA's failure to comply with its obligations under this Contract.
- 7. PRICES**
- 7.1 The Prices for the Goods and/or Services shall be the prices set out in the Purchase Order and the Supplier warrants that these are complete and accurate. For the avoidance of doubt, the Prices shall apply throughout the term of the Contract.
- 7.2 The Prices are inclusive of the costs of packaging, containers, shipping (including import/customs duties), delivery, insurance, storage, Intellectual Property Rights licence fees and/or royalties, carriage of the Goods, all costs and expenses incurred by the Supplier in connection with the Services, and any other similar expenses.
- 8. PAYMENT TERMS**
- 8.1 The Supplier must register on the MHRA 'Oracle Fusion' system in order to receive payment. In respect of the Goods and Services, the Supplier shall invoice MHRA at [accounts.payable@mhra.gov.uk](mailto:accounts.payable@mhra.gov.uk) for each Purchase Order within fourteen (14) days of Delivery of the Goods/performance of the Services, and shall ensure that such invoice includes sufficient information for MHRA to verify the satisfactory and proper performance of the Services. Each invoice shall quote the relevant Purchase Order number.
- 8.2 MHRA shall pay any part of an invoice which is not in dispute in accordance with clause 8.4 within thirty (30) days of receipt. Payment shall be made to via the MHRA Oracle Fusion system.
- 8.3 If a Party fails to make any undisputed payment due to the other under this Contract by the due date for payment (the **due date**), then, without limiting the other Party's remedies, the non-defaulting Party shall notify the defaulting Party of the non-payment in writing. If the defaulting Party does not pay the outstanding amount within 14 days of such notice, then the non-defaulting Party may charge interest on the overdue amount at the rate of two per cent (2%) per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting Party shall pay the interest (if claimed) together with the overdue amount. This clause 8.3 shall not apply to payments that the defaulting Party disputes in good faith.
- 8.4 If MHRA disputes any invoice or other statement of monies due, MHRA shall notify the Supplier in writing and the provisions of clause 17 shall apply. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. The Supplier's obligations to supply the Goods and/or Services shall not be affected by any payment dispute or by any late payment by MHRA.
- 9. INSURANCE**
- 9.1 The Supplier shall put in place and maintain in force, at its own cost and with a reputable commercial insurer, adequate insurance arrangements in respect of all risks that may be incurred under this Contract.
- 10. LIMITATION OF LIABILITY AND INDEMNITY**
- 10.1 Subject to clause 10.5 neither Party shall be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for: (i) any loss of goodwill; (ii) loss of business; (iii) loss of business opportunity; or (iv) any special, indirect or consequential damage or loss that arises under or in connection with this Contract.
- 10.2 Nothing in the Contract limits any liability which cannot be limited by law.
- 10.3 Subject to clause 10.2, MHRA's total liability arising under or in connection with this Contract shall be limited to the amount unpaid on valid invoices issued by the Supplier to MHRA for the Goods or Services to which such liability directly relates, and, where claimed, any interest due on such amount pursuant to clause 8.3.
- 10.4 Subject to clauses 10.2 and 10.5, the Supplier's total liability arising under or in connection with this Contract shall be limited to the 150% of Total Contract Value.
- 10.5 Notwithstanding clause 10.4, the Supplier shall indemnify MHRA against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:
- 10.5.1 any claim made against MHRA for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services;
- 10.5.2 any claim made against MHRA by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
- 10.5.3 any claim made against MHRA by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.
- 11. ASSIGNMENT AND SUBCONTRACTING**
- 11.1 The Supplier may not assign or transfer or subcontract any of its rights, benefits or obligations under this Contract without the prior written consent of MHRA (such consent shall not be unreasonably withheld or delayed). Where consent for subcontracting is provided, the Supplier shall remain liable for any acts or omissions of each subcontractor as if they were the acts or omissions of the Supplier.
- 11.2 MHRA may assign, transfer or subcontract any of its rights, benefits or obligations under this Contract at any time.
- 12. CONFIDENTIALITY**
- 12.1 The recipient Party undertakes that it shall not at any time disclose to any third Party any confidential information disclosed to it by the disclosing Party concerning the business or affairs of the disclosing Party or of any member of its Group, including information relating to the disclosing Party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers (the **Confidential Information**).
- 12.2 The recipient Party may disclose the disclosing Party's Confidential Information:
- 12.2.1 to its employees, officers, agents, consultants or subcontractors (the **Representatives**) who need to know such information for the purposes of performing this Contract. Each Party shall procure that its Representatives to whom it discloses the other Party's confidential information comply with this clause 12, and
- 12.2.2 as may be required by law, court order or any central government body or regulatory authority or by the rules of a recognised stock or securities exchange.
- 12.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Contract or, in the

- case of MHRA, in order to fulfil its regulatory or legal obligations and/or exercise its rights under the Contract.
- 12.4 The Supplier shall not make any press announcements or publicise this Contract or its contents, or any part of them, in any way without the prior written consent of MHRA, and must take all reasonable steps to ensure that its staff does not do so either.
- 12.5 The Supplier shall do anything which brings or could bring MHRA into disrepute.
- 12.6 The Supplier shall not be permitted to market and publicise its connection with MHRA's brand or use MHRA's name, logos and trademarks whether in accordance with this Contract or otherwise unless expressly permitted by MHRA.
13. **DATA PROTECTION AND FREEDOM OF INFORMATION**
- 13.1 Each Party shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the other Party to breach any of its obligations under the Data Protection Legislation. Each Party shall immediately notify the other in the event that it becomes aware of any breach of the Data Protection Legislation, where such breach is or may in any way be related in connection with this Contract.
- 13.2 Each Party agrees that, at the date of this Contract, no Personal Data will be Processed (as defined in the Data Protection Legislation) by one Party on behalf of the other Party.
- 13.3 Notwithstanding clause 13.2, each Party shall (and shall procure that its staff, agents and sub-contractor shall) comply with their respective obligations (and comply with any requirements imposed on them) under the Data Protection Legislation which arise in connection with this Contract. In the event that either Party is required to Process any Personal Data on behalf of the other under this Contract, the Parties agree that they will, before any Personal Data is Processed, enter into a Data Processing Contract.
- 13.4 The Supplier shall assist and cooperate with MHRA as appropriate or necessary to enable MHRA to comply with its obligations under the Disclosure Laws. The Supplier agrees:
- 13.4.1 that this Contract and any recorded information held by the Supplier on the MHRA's behalf for the purposes of this Contract are subject to the obligations of MHRA under the Disclosure Laws;
- 13.4.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the Disclosure Laws is a decision solely for MHRA;
- 13.4.3 that where the Supplier receives a request for information under the Disclosure Laws, it will not respond to that request (unless directed to do so by MHRA) and will promptly (and in any event within two (2) Business Days) transfer the request to MHRA;
- 13.4.4 that MHRA, acting in accordance with the Disclosure Laws, may disclose information concerning the Supplier and this Contract.
14. **ANTI-CORRUPTION**
- 14.1 The Supplier warrants and represents that:
- 14.1.1 it has not committed any offence the Anti-Corruption Legislation;
- 14.1.2 it has in place adequate procedures to prevent corruption, including, without limitation, those contemplated by section 7 of the Bribery Act 2010; and
- 14.1.3 any statements or representatives in relation to its compliance with the Anti-Corruption Legislation are to the best of its knowledge, information and belief, true and accurate and that it will advise MHRA, without delay, of any fact, matter or circumstance of which it may become aware which would render any such statement, information or representation to be false, inaccurate or misleading.
- 14.2 The Supplier shall at all times comply, and procure that its sub-contractors shall comply, with the Anti-Corruption Legislation.
15. **TERMINATION AND FORCE MAJEURE**
- 15.1 MHRA may at any time terminate this Contract by giving the Supplier not less than thirty (30) days' notice in writing.
- 15.2 In any of the circumstances in these Terms and Conditions in which a Party may terminate this Contract, where both Goods and Services are supplied, that Party may terminate this Contract in respect of the Goods, or in respect of the Services, and this Contract shall continue in respect of the remaining supply.
- 15.3 MHRA shall be entitled to terminate this Contract with immediate effect by giving notice in writing to the Supplier if the Supplier: (i) undergoes a Change of Control, where, in the reasonable opinion of MHRA, the proposed Change of Control will have a material impact on the performance of this Contract or the reputation of MHRA; or (ii) experiences an Insolvency Event; or (iii) in the reasonable opinion of MHRA, brings, MHRA into disrepute or diminishes the public interest in MHRA.
- 15.4 Either Party shall be entitled to terminate this Contract with immediate effect by giving notice in writing to the other Party if:
- 15.4.1 the other Party fails to pay any undisputed amount due under this Contract on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment; or
- 15.4.2 the other Party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after receipt of notice in writing requiring it to do so; or
- 15.4.3 the other Party commits a series of persistent minor breaches which, when taken together, amount to a material breach; or
- 15.4.4 any Force Majeure Event prevents the other Party from performing its obligations under this Contract for any continuous period of three months.
- 15.5 Neither Party (or any person acting on its behalf) shall have any liability or responsibility for failure to fulfil any obligation under this Contract so long as, and to the extent to which, the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event, provided that:
- 15.5.1 in the event of that Party being so hindered or prevented, the affected Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of the suspension and its cause;
- 15.5.2 where a Party is (or claims to be) affected by a Force Majeure Event. It shall take all reasonable steps to:
- (a) mitigate the consequences of such Force Majeure Event upon the performance of its obligations under this Contract; and
- (b) resume performance of its obligations affected by the Force Majeure Event as soon as practicable;
- 15.5.3 the Parties shall endeavour to agree any modifications to this Contract which may be equitable having regard to the nature of the Force Majeure Event for the period of the Force Majeure Event. Where the Parties fail to agree any such modifications the Parties shall refer the issues for determination to the dispute resolution procedure.
- 15.6 Termination of this Contract shall not prejudice any of the Parties' rights and remedies which have accrued as at termination, including those relating to payment as set out in this Contract.
16. **EFFECT OF TERMINATION**
- 16.1 On expiry or early termination of this Contract, the Supplier shall ensure that it immediately completes any accepted Purchase Order which is unfulfilled at expiry or the date of termination unless MHRA amends or cancels the Purchase Order under clause 2.4, fully cooperates and assists MHRA free of charge to ensure minimum disruption to MHRA including taking reasonable steps to mitigate any costs which MHRA may incur as a result of termination or expiry and the Supplier undertakes within 10 Business Days of such termination or expiry to:
- 16.1.1 return all property in its possession or under its control that belongs to MHRA;
- 16.1.2 deliver to MHRA all Deliverables whether or not then complete;
- 16.1.3 return all Confidential Information in its possession together with all copies thereof; and
- 16.1.4 at MHRA's request, return or shred or incinerate all documents and other materials in its possession, custody or control and/or irretrievably delete the same if stored on electronic magnetic media and certify to MHRA that this has been done.
- 16.2 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract, including clauses 6 (Remedies), 9 (Insurance), 10 (Liability and Indemnity), 12 (Confidentiality), 13 (Data Protection and Freedom of Information) shall remain in full force and effect..
- 16.3 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
17. **DISPUTE RESOLUTION**
- 17.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (**Dispute**) then, except as expressly provided in this Contract, the Parties shall follow the dispute resolution procedure set out in this clause 17:
- 17.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documentation. On service of the Dispute Notice the Parties' authorised representatives shall attempt in good faith to resolve the Dispute;
- 17.1.2 if the Dispute is not resolved within 30 days of the service of the Dispute Notice, then either Party may commence litigation.
- 17.2 For the avoidance of doubt, the Supplier shall continue to comply with its obligations under this Contract and without delay or disruption while the Dispute is being resolved pursuant to this clause 17.
18. **GENERAL**
- 18.1 Any variation of this Contract shall be agreed in writing by authorised representatives of the Parties.
- 18.2 No term of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 18.3 This Contract constitutes the whole agreement and understanding of the Parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Contract.
- 18.4 Each Party acknowledges that, in entering into this Contract, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in this Contract.
19. **NOTICES**
- 19.1 All notices must be in writing and are considered effective on the Business Day of delivery as long as they are delivered before 5:00pm on a Business Day. Otherwise the notice is effective on the next Business Day. An email is effective when sent unless an error message is received. The provisions of this clause 19 shall not apply to the service of any process in any legal action or proceedings.
20. **GOVERNING LAW AND JURISDICTION**
- 20.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law and the Parties submit to the exclusive jurisdiction of the English courts.