

## ANNEX 1

### LSE (IGC) SUPPLIER TERMS AND CONDITIONS (TERMS)

#### 1. DEFINITIONS & INTERPRETATION

##### 1.1 Definitions

In these Terms the following words and expressions have the following meanings:

<b>"Annex"</b>	means an annex attached to and forming part of the Contract;
<b>"Appointment Letter"</b>	means a letter of appointment issued by LSE to the Supplier in respect of the Services;
<b>"Appropriate Authorities"</b>	means relevant UK Authorities and/or government bodies or agencies in the territory where Serious Misconduct has or may have taken place which bodies or agencies have responsibility for safeguarding and/or investigating and/or taking legal action in respect of allegations of Serious Misconduct (which bodies or agencies may include local territory police forces and social services);
<b>"Authorised Officer"</b>	means a person authorised, either generally or specifically, by LSE in relation to the Contract;
<b>"Background IPR"</b>	means Intellectual Property Rights of a party developed prior to the Commencement Date or created independently of the Contract;
<b>"Branding Guidelines"</b>	means those brand guidelines for IGC and UK aid set out at: <a href="https://www.theigc.org/wp-content/uploads/2020/01/Branding-Guidelines-One-Page.pdf">https://www.theigc.org/wp-content/uploads/2020/01/Branding-Guidelines-One-Page.pdf</a> ;
<b>"Business Day"</b>	means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;
<b>"Charges"</b>	means the charges payable by LSE for the supply of the Services constituting Fees which are either specified in the Appointment Letter or (if applicable) in Annex 2 and approved Expenses incurred in accordance with the Contract;
<b>"Code of Conduct"</b>	means the LSE Supplier Code of Conduct set out in Annex 3 with which Suppliers must comply at the applicable level (and which also sets out their obligations in regard to monitoring of their performance in regard to such Code of Conduct) set out in Annex 3;
<b>"Commencement Date"</b>	means the date specified as the commencement date of the Contract in the Appointment Letter;
<b>"Commercially Sensitive"</b>	means information of a commercially sensitive nature relating to

<b>Information"</b>	the Supplier, its Intellectual Property Rights or its business or information which the Supplier has indicated to LSE that, if disclosed by LSE to a third party, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>"Compliance Level 2 Supplier"</b>	means a supplier to LSE which is required to adhere to the Code of Conduct including in respect of the monitoring of its compliance with the Code of Conduct by virtue of the fact that the Supplier has an individual Contract value above the EU contracting threshold and below £1m, or two or more contracts with LSE, funded by FCDO, with a value of less than £5m.
<b>"Confidential Information"</b>	<p>means, in relation to a party to the Contract all confidential information of such party of any nature whatsoever including without limitation:</p> <p>(a) information concerning past, present and prospective finances, business dealings, systems, computer programmes, software, data, client and/or customer lists, contributors, suppliers, methods of doing business and information relating to any current or prospective business of such party;</p> <p>(b) (in relation to LSE as Disclosing Party) confidential information of FCDO and of other suppliers or of sub-contractors of LSE which is held by LSE;</p> <p>(c) any other information of a party obtained or received by the other party during the performance of the Services which is clearly confidential or ought reasonably to be considered confidential whether or not it is marked as "confidential";</p>
<b>"Contract"</b>	means the contract between LSE and the Supplier which agreement incorporates the Appointment Letter, these Terms and all other Annexes;
<b>"Controller"</b>	has the meaning given to it in Data Protection Law;
<b>"Data Protection Law"</b>	includes the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679); and all other applicable laws relating to the processing of personal data and privacy;
<b>"Dispute"</b>	means any dispute between the parties arising out of or in connection with the Contract or the performance, subsistence, validity or enforceability of any provisions of the Contract;
<b>"Dispute Notice"</b>	means a notice served by one party on the other in accordance with the provisions of Clause 18;
<b>"Employment Taxes"</b>	means income tax and/or national insurance contributions (including all payments to be made under the Income Tax (Earnings and Pensions) Act 2003, the Social Security Contributions and Benefits Act 1992) arising from or in connection with any payment or benefit received by any Supplier

	Personnel in respect of any Services completed or provided hereunder;
<b>"Ethical Walls"</b>	means a process for avoiding conflicts of interest by limiting disclosure of information to certain individuals within an organisation thereby building a metaphorical wall between the holders of information and colleagues who represent interests or hold opinions which conflict;
<b>"Expenses"</b>	means expenses properly incurred by the Supplier in the performance of obligations under the Contract and approved by LSE in accordance with the terms of the Contract;
<b>"FCDO"</b>	means HMG Secretary of State for Foreign, Commonwealth and Development Affairs at the Foreign, Commonwealth and Development Office (formerly Department for International Development) at Abercrombie House Hairmyres East Kilbride Glasgow G75 8EA;
<b>"FCDO Contract"</b>	means the contract between LSE and FCDO dated 27 September 2019 pursuant to which LSE is funded by FCDO to operate the International Growth Centre;
<b>"FCDO Information"</b>	means any FCDO information, data (including FCDO Personal Data), databases, reports and other materials (in any format or medium) which may be provided by LSE to the Supplier in connection with or pursuant to the Contract;
<b>"FCDO Personnel"</b>	means FCDO employees, consultants, suppliers, sub-contractors and agents;
<b>"Fees"</b>	means fees payable by LSE to the Supplier in consideration of the provision of the Services (including, where relevant, payments in respect of research awards);
<b>"FOIA"</b>	means the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
<b>"Good Industry Practice"</b>	means the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected from a leading expert supplier of services similar to the Services where such supplier is seeking to comply with its contractual obligations in full and complying with applicable laws;
<b>"HMG"</b>	means Her Majesty's Government of the United Kingdom;
<b>"IGC"</b>	means the International Growth Centre which is managed and

	operated by LSE;
<b>"IGC Approved Project Information/Budget"</b>	means (if applicable) the document at Annex 2 which, if applied for through the IGC's commissioning board is an abridged version of the final project proposal submitted by the Supplier or for non-commissioning board projects, is the finalised project proposal form, which sets out project design, aims and timelines for the provision of Services;
<b>"Information"</b>	means information held by the Supplier on behalf of LSE in connection with these Terms or the Services which is subject to disclosure under FOIA;
<b>"Intellectual Property Rights"</b>	means all patents, rights to inventions, utility models, copyright and related rights, trade-marks, 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 rights, topography rights, rights in data and 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;
<b>"LCIA Rules"</b>	means the London Court of International Arbitration Rules;
<b>"LSE"</b>	means the London School of Economics & Political Science a company limited by guarantee (incorporated in England with company registration number 70527) and an exempt charity whose registered office address is at Houghton Street London WC2A 2AE;
<b>"LSE Code of Research Conduct"</b>	means LSE's code for the conduct of research which can be found here: <a href="https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/codResCon.pdf">https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/codResCon.pdf</a>
<b>"LSE Data Protection Policy"</b>	means LSE's data protection policy which is to be found at: <a href="https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/datProPol.pdf">https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/datProPol.pdf</a>
<b>"LSE Information Classification Standard"</b>	means LSE's guidance developed in accordance with the LSE Information Security Policy and the LSE Data Protection Policy which includes classification criteria and categories, which is found here: <a href="https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/infSecStalT.pdf">https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/infSecStalT.pdf</a>
<b>"LSE Information Security Policy"</b>	means LSE's framework for information security which can be found here: <a href="https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/infSecPol.pdf">https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/infSecPol.pdf</a>
<b>"LSE Materials"</b>	has the meaning set out in Clause 3.3.6;
<b>"LSE Research Ethics Policy"</b>	means LSE's policy for research ethics which can be found here: <a href="https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/resEthPolPro.pdf">https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/resEthPolPro.pdf</a>

<b>"Milestone"</b>	<p>means a milestone event in the performance of the Services (including the delivery</p> <p>of Outputs) signifying that certain elements of the Services should have been completed and delivered which (once achieved and approved by LSE) triggers a right for the Supplier to receive a payment for Services as set out in the Appointment Letter;</p>
<b>"New Supplier"</b>	<p>means any new provider of the Services, including LSE;</p>
<b>"Outputs"</b>	<p>means all documents, reports, inventions, databases, products and any other items or materials developed or created by the Supplier or its agents, contractors and employees for the purposes of or as part of or in relation to the Services, in any form or media (including digital media), including drawings, maps, plans, diagrams, designs, pictures, [films,] computer programs, data, data sets, specifications and reports (including drafts of any such things);</p>
<b>"Personal Data"</b>	<p>has the meaning given to that term in the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679);</p>
<b>"Principles and Responsibilities"</b>	<p>means the principles to which suppliers to LSE (including the Supplier) are required to adhere as set out in Annex 3;</p>
<b>"Process"</b>	<p>has the meaning given to that term in Data Protection Law and "Processed" and "Processing" and "Processor" shall be construed accordingly;</p>
<b>"Prohibited Act"</b>	<p>means:</p> <p>(a) to directly or indirectly offer promise or give a person working for LSE or FCDO a financial or other advantage: (i) to induce that person to perform improperly a relevant function or activity or induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;</p> <p>(c) an offence (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud LSE or FCDO; or</p> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under sub-clause (c) above if such activity, practice or conduct had been carried out in the United Kingdom;</p>

<b>“Protective Measures”</b>	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
<b>“Reasonable Measures”</b>	<p>means using all reasonable endeavours to be expected of a professional and prudent supplier in the Supplier's industry to eliminate or minimise risk of Serious Misconduct as is reasonable and proportionate under the circumstances which may include:</p> <p>(a) clear and detailed policies and guidance for Supplier Personnel, and where appropriate, beneficiaries;</p> <p>(b) developing, implementing, maintaining and monitoring a safeguarding plan throughout the Term;</p> <p>(c) provision of regular training to Supplier Personnel and where appropriate, beneficiaries;</p> <p>(d) clear reporting lines and whistleblowing policies in place for Supplier Personnel and (where appropriate) beneficiaries;</p> <p>(e) maintaining detailed records of any allegations of Serious Misconduct and prompt reporting to LSE and (where relevant) FCDO (through its website at <a href="mailto:reportingconcerns@FCDO.gov.uk">reportingconcerns@FCDO.gov.uk</a>) and Appropriate Authorities of any such incidents;</p> <p>(f) any other Good Industry Practice measures (including any innovative solutions);</p>
<b>"Recipient"</b>	means a party to the Contract which receives Confidential Information of the other party in its capacity as Disclosing Party;
<b>"Records"</b>	means complete and accurate records and accounts of the operation of the Contract and the provision of the Services including in respect of financial information, costs, contract management, and compliance with applicable laws;
<b>"Rectification Plan"</b>	means a plan prepared by the Supplier designed to enable the Supplier to remedy its material remediable breach or failure to comply with the Contract containing information explaining the cause of the breach or failure, its effect on the fulfilment of the Services, the steps which the Supplier proposes to take to remedy the failure or breach, including proposed timetables for performance of rectification steps and any other information required by LSE;
<b>"Relevant"</b>	means all applicable laws relating to bribery, corruption and

<b>Requirements"</b>	fraud, including the Bribery Act 2000 and any guidance issued by HMG Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
<b>"Relevant Transfer"</b>	means a relevant transfer of an undertaking for the purposes of TUPE;
<b>"Research Services"</b>	means Services comprising the undertaking of research as designated by LSE;
<b>"Security Policy"</b>	means the HMG security policy (as updated periodically) which can be accessed at the location identified below (or such other location as may be notified to the Supplier from time to time):  <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/780851/Security-Policy-Contractors-Consultants-Suppliers-feb19.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/780851/Security-Policy-Contractors-Consultants-Suppliers-feb19.pdf</a> ;
<b>"Serious Misconduct"</b>	means:  (a) actual, attempted or threatened exploitation, abuse and harassment (including sexual abuse, exploitation and harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or under the laws of the territory in which it takes place;  (b) 'transactional sex' which shall include the exchange of money, employment, goods, or services for sex (including obtaining sexual favours) or any form of humiliating, degrading or exploitative behavior towards another person;
<b>"Services"</b>	means the services, including any Outputs, to be provided by the Supplier under these Terms as set out in the Appointment Letter; and (if applicable) Annex 2;
<b>"Special Conditions"</b>	means those special terms and conditions applicable to the Contract (if any) details of which (if applicable) are set out in Annex 5.
<b>"Supplier"</b>	means the person or entity specified as such in the Appointment Letter;
<b>"Supplier Personnel"</b>	means the individual or individuals engaged by the Supplier in the provision of the Services (whether as employee, worker, agent, contractor or otherwise, and including any employee, worker, agent, delivery chain partner or sub-contractor of the Supplier who is engaged in the provision of the Services);
<b>"Term"</b>	means the period commencing on the Commencement Date and expiring on the date specified as the end date in the Appointment Letter;
<b>"Terms"</b>	means these terms and conditions;

<b>"Travel Policy"</b>	means LSE IGC travel policy set out at: <a href="https://www.theigc.org/wp-content/uploads/2016/12/IGC-Travel-Policy.pdf">https://www.theigc.org/wp-content/uploads/2016/12/IGC-Travel-Policy.pdf</a> (where applicable to the Contract);
<b>"TUPE"</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended, and the Acquired Rights Directive 2001/23 EEC;
<b>"UK Authorities"</b>	means HMG bodies and agencies which have a responsibility for safeguarding, and for recording and investigating allegations of Serious Misconduct which may include FCDO, the National Crime Agency, United Kingdom Police, and social services;
<b>"Use"</b>	means reproduction, publication, issuing copies to the public, research activities and academic dissemination, in all media and all other uses required by LSE in order to meet its obligations under the FCDO Contract (but excluding uses for commercial exploitation).

## 1.2 Construction

In these Terms, the following rules apply:

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.2 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.3 a reference to a **Clause** is a reference to a clause in these Terms and a reference to an **Annex** is a reference to an annex to the Contract;
- 1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5 (subject to the provisions of Clause 20.3) a reference to **writing** or **written** includes e-mails.

## 2. COMMENCEMENT AND DURATION

- 2.1 This Contract shall be deemed to have commenced on the Commencement Date and subject to provisions for earlier termination set out in Clause 16 shall expire at the end of the Term.

## 3. SUPPLY OF SERVICES

- 3.1 The Supplier shall from the Commencement Date and for the Term provide the Services to LSE in accordance with the terms of the Contract.
- 3.2 The Supplier shall meet any dates for performance of the Services specified in the Appointment Letter.



- 3.3 In providing the Services, the Supplier shall:
- 3.3.1 co-operate with LSE in all matters relating to the Services;
  - 3.3.2 perform the Services in accordance with Good Industry Practice;
  - 3.3.3 ensure that the Services and Outputs will conform with all requirements, and specifications set out in the Appointment Letter and these Terms;
  - 3.3.4 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations (including in regard to environmental, social and labour laws). In particular, the Supplier acknowledges LSE's commitment towards the prevention of slavery and/or human trafficking and therefore will ensure compliance with the Modern Slavery Act 2015;
  - 3.3.5 observe all health and safety laws and regulations:
    - (a) of the United Kingdom (and to the extent applicable) the European Union in respect of activities undertaken under this Contract in the United Kingdom;
    - (b) of the European Union in respect of activities undertaken under this Contract in the European Union; and
    - (c) applicable in any other jurisdiction where activities are undertaken under this Contract (or such higher standards as may be necessary effectively to ensure the health and safety of those Supplier Personnel engaged in the provision of the Services).
  - 3.3.6 hold all materials, equipment and tools, drawings, specifications and data supplied by LSE to the Supplier ("**LSE Materials**") in safe custody at its own risk, maintain LSE Materials in good condition until returned to LSE, and not dispose or use LSE Materials other than in accordance with LSE's written instructions or authorisation;
  - 3.3.7 not do or omit to do anything which may cause LSE to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that LSE may rely or act on the Services;
  - 3.3.8 where the Services are performed in London, pay such personnel that are engaged in performing the Services, the London living wage in force from time to time;
  - 3.3.9 procure that Supplier Personnel comply with reasonable security requirements of FCDO when they are attending FCDO premises;
  - 3.3.10 comply with FCDO policies notified to it in writing from time to time in respect of any Supplier Personnel who attend FCDO premises;
  - 3.3.11 comply with lawful instructions and reasonable directions of FCDO which are notified to the Supplier in writing by LSE from time to time;
  - 3.3.12 observe any security requirements that LSE may notify the Supplier as being applicable at any of LSE's premises.
- 3.4 The Supplier shall:
- 3.4.1 not engage in any business or professional activity which conflicts or could conflict with its obligations under the Contract;
  - 3.4.2 procure that no Supplier Personnel engage in any personal business or professional activity which conflicts (or could conflict) with any of its obligations under the Contract;

- 3.4.3 notify LSE promptly on becoming aware of any actual or potential conflict of interest in relation to the Contract and provide recommendations for avoidance of such conflict (subject to any obligations of confidentiality) providing such information and assistance as may be reasonably necessary to ensure that any conflict is avoided or to resolve a conflict which has arisen;
  - 3.4.4 establish and maintain appropriate measures to avoid any conflict of interest arising in relation to the Contract and advise LSE on request of the detail of such measures;
  - 3.4.5 if requested to do so by LSE put in place Ethical Walls to ensure that no information relating to the Contract is shared with or made available to persons other than those directly engaged in providing Services;
  - 3.4.6 be entitled to supply services to third parties provided this does not prejudice the Supplier's ability to perform the Services in a timely and efficient matter or give rise to a conflict of interest.
- 3.5 In the event of any breach by the Supplier or Supplier Personnel of the provisions of Clause 3.4, LSE may terminate the Contract forthwith on written notice to the Supplier.
- 3.6 The Supplier will collaborate with LSE in raising awareness of IGC with international bodies, national governments and other governmental bodies as set out below:
- 3.6.1 all communication, promotional, marketing, influencing, lobbying or political engagement activity in respect of the product of the Services or Outputs shall explicitly and prominently acknowledge the funding to the Supplier from IGC and FCDO including through use where appropriate of FCDO's "*UK aid - from the British people*" logo in accordance with the Branding Guidelines (such use to be permitted in conjunction with other donor logos provided that acknowledgements in respect of IGC and FCDO are at least equal in prominence to those for other donors).
  - 3.6.2 the Supplier shall not use such LSE, IGC and FCDO brands in a way which misrepresents the Supplier's relationship with LSE, IGC or FCDO or may damage or jeopardise the reputation of LSE, IGC or FCDO.
  - 3.6.3 if the Supplier is a corporate entity it shall not engage in communications, promotion, marketing, influencing, lobbying or political engagement activity [in respect of the subject matter of the Contract] at an institutional level or through a specialist policy or communications individual or team without the prior written approval of LSE.
- 3.7 The Supplier acknowledges that there is no intention to create a relationship of employer and employee between the Supplier and LSE (including where the Supplier is an individual or providing services through a service company) and that for the avoidance of doubt:
- 3.7.1 LSE will not (subject to any express provisions of the Appointment Letter and Clauses 3.8 and 3.9) make any provision for pension, sick pay, annual leave, maternity/paternity leave, maternity benefits, or pay income tax or national insurance contributions, (neither relating to employers nor employees) or similar payments or contributions on behalf of the Supplier and the Supplier must make all and any necessary arrangements in this respect.
  - 3.7.2 the Supplier shall be solely responsible for the payment of any pensions, pensions contributions and employment benefits which may be due to Supplier Personnel and shall indemnify LSE against any claims arising from the non-payment or underpayment of such pensions, pensions contributions and employment benefits.
- 3.8 Where LSE considers that the provisions of Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 apply to any Supplier Personnel it will notify the Supplier in the Appointment

Letter and make appropriate deductions of Employment Taxes. For the avoidance of doubt, the Fees payable to the Supplier are a gross sum and the Supplier will therefore receive a net sum, once deductions at the applicable rate have been made.

- 3.9 The Supplier will provide (and will procure that any relevant Supplier Personnel provide) to LSE promptly following a written request from LSE, full and accurate information to enable LSE to determine whether the provisions of Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 apply to such Supplier Personnel and so as to enable LSE to make any necessary deductions from Fees via payroll where LSE deems that such deductions are required following such determination.
- 3.10 Where one of the Parties proposes to modify the Services for any reason such Party shall notify the other Party in writing giving details of such proposed modifications and the Supplier shall within a reasonable period thereafter notify LSE in writing of the anticipated impact of such modifications (if any) on the Outputs, Milestones and the Charges. LSE shall consider such information and notify the Supplier in writing either:
- 3.10.1 that it approves such modifications (and any consequent changes to the Outputs and/or Milestones and/or Charges proposed by the Supplier) in which event the Supplier will undertake such modifications and any such proposed changes to the Outputs and/or Milestones and/or Charges shall be implemented; or
- 3.10.2 that it does not approve such modifications in which event the Supplier will not undertake such modifications and no changes to the Outputs, Milestones or Charges will be implemented.

#### 4. **LSE RIGHTS AND REMEDIES**

- 4.1 LSE may:
- 4.1.1 in its discretion decide whether or not to use or publish any Outputs submitted by the Supplier;
- 4.1.2 copy, edit and change the format (but not the content) of Outputs in order to put summaries of such Outputs on its IGC website and in other IGC publications.
- 4.2 If the Supplier:
- 4.2.1 fails to perform the Services by the applicable dates for performance of the Services as specified in the Appointment Letter; or
- 4.2.2 provides Outputs which do not meet the requirements of the Appointment Letter or these Terms or are incomplete; or
- 4.2.3 (if applicable) provides Outputs which do not conform with Annex 2;

LSE may without limiting its other rights or remedies take one or more of the actions set out in Clause 4.3 below.

- 4.3 In the circumstances set out in Clause 4.2:
- 4.3.1 LSE may where such failure or default is (in the reasonable opinion of LSE) a material, irremediable failure or default take any of the actions set out below:
- (a) terminate the Contract with immediate effect by giving written notice to the Supplier;

- (b) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (c) (in relation to Services other than Research Services) recover from the Supplier any costs incurred by LSE in obtaining substitute services from a third party;
- (d) where LSE has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
- (e) to claim damages for any additional costs, loss or expenses incurred by LSE which are in any way attributable to the Supplier's failure to meet such dates.

4.3.2 LSE may where such failure or default is (in the reasonable opinion of LSE) remediable:

- (a) afford the Supplier in writing an opportunity (at the sole expense of the Supplier) to remedy the default or failure (and any damage resulting from such default or failure) in a timely manner in which event the Supplier shall do so within a timescale reasonably specified by LSE in writing (or if none in a timely manner);
- (b) (where such default or failure is material) require the Supplier to prepare a Rectification Plan and (at LSE's option) LSE may suspend the Contract or the performance of all or part of the Services during the period in which the Rectification Plan is being prepared by the Supplier and considered by LSE.

4.4 Where LSE calls for a Rectification Plan the Supplier shall prepare and deliver such a plan to LSE as soon as possible and in any event within ten (10) Business Days of written notice from LSE and LSE shall promptly review the Rectification Plan and either:

4.4.1 notify the Supplier in writing that it is accepted (in which event the Supplier shall proceed to implement the Rectification Plan in accordance with its terms at no cost to LSE); or

4.4.2 notify the Supplier in writing that it is not accepted, giving reasons (which may include that it will take too long to implement, or it is insufficiently detailed to be capable of proper evaluation, or will not effectively remedy the default or failure) in which event LSE may require the Supplier to modify the Rectification Plan and undertake the process set out in this Clause 4.4 again or on written notice to the Supplier exercise its rights under Clause 4.3.1 notwithstanding the fact that the default or failure is remediable.

4.5 These Terms shall apply to any substituted or remedial services provided by the Supplier under Clause 4.4.

4.6 LSE's rights under the Contract are in addition to its rights and remedies implied by statute and common law, including the Supply of Goods and Services Act 1982.

## 5. **LSE'S OBLIGATIONS**

5.1 LSE shall:

5.1.1 if necessary, provide the Supplier with reasonable access at reasonable times to LSE's premises for the sole purpose of providing the Services; and

- 5.1.2 provide such information and supervision to the Supplier as the Supplier may reasonably request and LSE considers reasonably necessary for the purpose of providing the Services.

**6. CHARGES AND PAYMENT**

- 6.1 The Charges shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by LSE, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.2 Where required by LSE (as set out in the Appointment Letter) the Supplier shall (where relevant subject to and conditional upon achieving the relevant Milestone and approval by LSE of the Output or Outputs related to such Milestone) issue invoices in respect of Services provided and Fees due in accordance with the Milestone timetable set out in the Appointment Letter or (if applicable) Annex 2 (or at such intervals otherwise as agreed with LSE). Each invoice submitted to LSE shall include the details agreed with LSE and such supporting information as may be required by LSE to verify the accuracy of the invoice (including details of the dates Services were provided, the period covered by the claim for payment and a brief description of the Services provided during such period). Subject to Clause 6.4 LSE shall pay (to a bank account nominated in writing by the Supplier) the invoiced amount no later than thirty (30) days from its receipt of a correct invoice submitted by the Supplier.
- 6.3 Where the Supplier is not required by LSE to issue invoices in respect of Fees, subject to Clause 6.4 LSE shall pay (to a bank account nominated in writing by the Supplier) the amounts specified in the Appointment Letter (or if applicable Annex 2) as being due in respect of the relevant approved Outputs, such payment to be no later than thirty (30) days after such approval is given.
- 6.4 If LSE disputes any invoice or other request for payment, LSE shall immediately notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice or payment is disputed, the undisputed amount shall be paid on the due date as set out in Clause 6.2 or 6.3 (as the case may be). For the avoidance of doubt, and subject to these Terms:
- 6.4.1 the Supplier's obligations to provide the Services shall not be affected by any payment dispute, including its obligations to provide the Services to which the payment dispute relates; and
- 6.4.2 the parties are be entitled to treat any unresolved dispute arising under Clause 6.4 as a "Dispute" for the purposes of this Contract.
- 6.5 The Supplier's invoices (where relevant) must be addressed to the department or division of LSE notified to the Supplier. LSE shall not be held responsible for delays in payment caused by the Supplier's failure to comply with LSE's invoicing instructions.
- 6.6 All amounts payable by LSE under the Contract are inclusive of all amounts which may be due in respect of any sales taxes (including value added tax) and goods and services taxes which may be chargeable for the time being.
- 6.7 If LSE fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of three per cent (3%) per annum above the base rate for the time being of The Royal Bank of Scotland plc accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This Clause shall not apply to payments that LSE disputes in good faith as set out in Clause 6.4.

- 6.8 LSE reserves the right not to pay any amount due in respect of:
- 6.8.1 Services which are not provided in accordance with the requirements of the Appointment Letter or the terms and conditions of this Agreement; or
  - 6.8.2 an Output which is either:
    - (a) received by LSE more than 90 days after the final date by which such Output was due to be delivered to LSE;
    - (b) not compliant with the requirements set out in the Appointment Letter or the Terms or (if applicable) Annex 2 or as otherwise reasonably agreed by LSE; or
  - 6.8.3 Services in respect of which the Supplier fails to submit a valid invoice to LSE (as required pursuant to Clause 6.2) within ninety (90) days of the date when such invoice is due to be submitted.
- 6.9 The Supplier will repay to LSE any overpayment of Charges made by LSE (including payments made in respect of Outputs and/or Services received late or not compliant with requirements as set out in Clause 6.8 above) within thirty (30) days of written notice from LSE to do so. LSE may, without limiting its other rights or remedies, set off any amount owed to it by the Supplier against any amount payable by LSE to the Supplier under the Contract or any other contract between the Supplier and LSE.
- 6.10 Payment of Charges shall (subject to Clause 6.11 below) be in the currency specified in the Appointment Letter.
- 6.11 In the event that the Charges include an amount by way of reimbursement of Expenses the Supplier will comply with the provisions of the Travel Policy and the Appointment Letter (or if applicable Annex 2) in respect of any travel expenses for which it seeks reimbursement and LSE shall pay such expenses which arise in a foreign currency at the exchange rate stated in OANDA ([www.oanda.com](http://www.oanda.com)) on the Friday immediately preceding the date on which the purchase was made or services acquired by the Supplier (or if this took place on a Friday at the rate specified on that day). LSE's obligations in respect of the reimbursement of Expenses extend only to the cost of travel incurred in accordance with the Travel Policy.
- 6.12 In no event shall LSE pay by way of Charges an amount in excess of the budgeted amounts specified in either the Appointment Letter or (if applicable) Annex 2 (as the case may be).

## 7. **INTELLECTUAL PROPERTY RIGHTS**

- 7.1 Each party retains title to its Background IPR.
- 7.2 The Intellectual Property Rights in Outputs arising from the provision of Research Services shall vest in the Supplier.
- 7.3 The Supplier shall grant to LSE a worldwide non-exclusive, perpetual, irrevocable, royalty-free, assignable licence of the Intellectual Property Rights in:
- 7.3.1 Outputs arising from the provision of Research Services to Use such Outputs (with the power to grant a sub-licence to FCDO to Use such Outputs on the same terms as those granted to LSE under this Clause 7.3).
  - 7.3.2 any Supplier's Background IPR which is embedded in or an integral part of any Outputs (whether through the provision of Research Services or other Services) to Use such Background IPR (with the power to grant a sub-licence to FCDO to Use such Background IP on the same terms as those granted to LSE under this Clause 7.3).

- 7.4 In respect of all Outputs (other than those arising from the provision of Research Services) the Supplier hereby assigns to LSE its entire right title and interest in all Intellectual Property Rights therein for the full period of such rights and any reversions, extensions or renewals thereof throughout the world.
- 7.5 The Supplier hereby warrants that:
- 7.5.1 (save for those extracts from third party works clearly identified by the Supplier to LSE) the content of the Outputs are original works and have not been published prior to their delivery to LSE;
  - 7.5.2 the content of the Outputs is not and will not be defamatory and all statements made which purport to be factual statements are and will be true;
  - 7.5.3 the Supplier has obtained (or will obtain) permission for the inclusion of such excerpts from the copyright owners of any excerpts from third party copyright works which are incorporated into any Outputs and has acknowledged (or will acknowledge) their sources in the Outputs.
- 7.6 The Supplier shall obtain waivers of all moral rights in the Outputs, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 7.7 The Supplier shall, promptly at LSE's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as LSE may from time to time require for the purpose of securing for LSE the full benefit of the Contract.
- 7.8 All Intellectual Property Rights in LSE Materials are the exclusive property of LSE and all Intellectual Property Rights in FCDO Information are the exclusive property of FCDO.

## 8. **DATA PROTECTION AND FREEDOM OF INFORMATION**

### **Data Protection:**

- 8.1 To the extent that the Supplier is a data Controller (within the meaning of any Data Protection Law) the Supplier shall:
- 8.1.1 ensure that the provision of any Personal Data to LSE is in accordance with the provisions of Data Protection Law;
  - 8.1.2 ensure that the use by LSE of any Personal Data provided by the Supplier for the purposes of or in connection with the Services shall not put LSE in breach of any Data Protection Law;
  - 8.1.3 notify LSE of any restrictions that may exist in relation to the use of Personal Data provided by the Supplier at the point such Personal Data is submitted to LSE.
- 8.2 If at any point in the delivery of the Services the Supplier is processing Personal Data as a data Processor under Data Protection Law the parties shall enter into a separate agreement as required by Data Protection Law.
- 8.3 The provisions of Annex 4 shall apply in the event that:
- 8.3.1 LSE transfers Personal Data to the Supplier in the course of this Agreement where the Supplier is based outside of the European Economic Area (EEA);

8.3.2 the Supplier is based in the EEA and transfers Personal Data to a third party in the course of the provision of Services under this Agreement.

8.4 Where the Supplier is based outside of the EEA the Supplier will use all reasonable endeavours to avoid the use of Personal Data in Outputs and will where necessary take steps to anonymise information about living individuals in Outputs.

**Freedom of Information:**

8.5 The Supplier shall assist and cooperate with LSE to enable it to comply with its obligations under FOIA. In particular, the Supplier shall:

8.5.1 transfer to LSE all requests for Information pursuant to FOIA that it receives as soon as practicable and in any event within two (2) Business Days of receiving the request; and

8.5.2 provide LSE with assistance in complying with requests for Information received pursuant to FOIA including the provision of Information held on behalf of LSE and covered by the request in the form that LSE requires. Such assistance shall be provided promptly and in any event within three (3) Business Days of LSE making a request to the Supplier to provide any necessary Information or assistance.

8.6 As soon as reasonably practicable following receipt of a request for assistance under sub-clause 8.5, the Supplier shall:

8.6.1 notify LSE whether it holds the Information covered by the request on behalf of LSE, provided that LSE shall not be obliged to display a copy of the request to the Supplier;

8.6.2 if it does so hold the Information, provide all such Information covered by the request to LSE; and

8.6.3 demonstrate to the satisfaction of LSE the steps taken by the Supplier to comply with its obligations under this sub Clause.

8.7 In no event shall the Supplier respond directly to a request for Information unless expressly authorised to do so by LSE.

8.8 The Supplier acknowledges that LSE may, and/or may be obliged to, disclose any information received from the Supplier including any Commercially Sensitive Information.

8.9 Subject to Clause 8.11.1 LSE shall consult with the Supplier prior to responding to any request under FOIA for Commercially Sensitive Information received by LSE from the Supplier.

8.10 LSE shall take account of any response received from the Supplier pursuant to Clause 8.9 but, notwithstanding this, LSE shall be responsible for determining in its absolute discretion and, notwithstanding any other provision in this Contract or any other contract, whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of FOIA.

8.11 The Supplier acknowledges that LSE may be obliged under FOIA to disclose information concerning the Supplier or the Services:

8.11.1 in certain circumstances without consulting the Supplier; or

8.11.2 following consultation with the Supplier and having taken its views into account,



provided always that where Clause 8.11.1 applies LSE shall take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

8.12 In complying with the obligations of this Clause 8, each party agrees that it shall at all times act in good faith and the Supplier undertakes to do nothing to prevent LSE from complying with its obligations under FOIA.

## 9. **SUPPLIER PERSONNEL**

9.1 The Supplier shall ensure that all Supplier Personnel have the appropriate skills, qualifications, training and experience to carry out those parts of the Services for which they are responsible with all due care, skill and diligence and in a professional and workmanlike manner, and the Supplier shall ensure that Supplier Personnel are provided in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract.

9.2 The Supplier shall use its reasonable endeavours to ensure the continuity of Supplier Personnel assigned to perform the Services. If the Supplier is required to replace Supplier Personnel it shall provide a replacement of comparable skill, qualification and experience as soon as possible, and any required handover or period of familiarisation shall be at the expense of the Supplier.

9.3 The Supplier acknowledges that in relation to Supplier Personnel it is responsible for:

9.3.1 their acts and omissions;

9.3.2 carrying out appropriate risk assessments with regard to the delivery of Services;

9.3.3 providing adequate information, instruction, training and supervision;

9.3.4 ensuring their health, safety, security and wellbeing (and the security of their property while they are engaged in providing Services); and

9.3.5 having appropriate emergency procedures in place to prevent or mitigate the risk of damage to the health, safety, security and wellbeing of Supplier Personnel (and of security of their property while they are engaged in providing Services).

9.4 The Supplier undertakes to ensure that Supplier Personnel who are required to undertake Services in the United Kingdom or another country (other than their country of residence) comply with all applicable legal requirements for entry to the United Kingdom or such other country including obtaining such entry visas as may be required from time to time and the Supplier undertakes if so requested by LSE to provide evidence of its compliance with such requirements.

## 10. **EQUITY, DIVERSITY AND INCLUSION**

10.1 The Supplier shall, and shall procure that the Supplier Personnel, comply with any and all applicable anti-discrimination legislation, including:

10.1.1 (where applicable) the Equality Act 2010]; and

10.1.2 the International Development (Gender Equality) Act 2014 or other relevant or equivalent legislation.

10.2 The Supplier will:

- 10.2.1 in the provision of the Services have due regard to the advancement of equal opportunities and promotion of good relations between people (including those with and without protected characteristics);
- 10.2.2 provide evidence to LSE, on written request, of the Supplier's compliance with applicable anti-discrimination legislation in provision of the Services (including in the Supplier's employment practices), in order to satisfy LSE that the Supplier takes all reasonable steps to promote equity, diversity and inclusion in provision of the Services and in the Supplier's work environment; and
- 10.2.3 where the Supplier is domiciled in the United Kingdom or engaging employees or personnel in Great Britain it shall adhere to current relevant codes of practice published by the Equality and Human Rights Commission, ensuring compliance by Supplier Personnel and suppliers engaged in the performance of the Services.
- 10.3 The Supplier will indemnify LSE against any claims from FCDO under the FCDO Contract arising from a Default by the Supplier in its compliance with the terms of this Clause 10.
11. **NO TRANSFER OF EMPLOYEES**
- 11.1 It is the understanding of the parties that TUPE does not apply on the commencement of the provision of the Services by the Supplier under the Contract.
- 11.2 The Supplier agrees to arrange Supplier Personnel in relation to the provision of the Services in such a way that no individual at any time:
- (a) forms part of an organised grouping of employees which has as its principal purpose the provision of all or part of the Services; or
  - (b) is wholly or mainly assigned to the provision of all or part of the Services.
- 11.3 The Supplier and LSE agree that on termination of all or part of the Contract, TUPE will not apply so as to transfer the employment of any Supplier Personnel to a New Supplier.
- 11.4 If any Supplier Personnel argue that they should have transferred to a New Supplier under TUPE, the New Supplier will refuse to employ the Supplier Personnel.
- 11.5 The Supplier will indemnify LSE and/or the New Supplier immediately on demand for any costs, losses, expenses (including the costs of LSE and/or the New Supplier's advisors including legal advisors), awards or orders made by a tribunal or court or otherwise paid which relate to:
- (a) any claim arising from the employment or termination of employment of any Supplier Personnel at any time, including after termination of all or part of the Contract;
  - (b) any claim brought by any Supplier Personnel (or on his or her behalf by a trade union or other representative) as a result of a New Supplier's actions under Clause 11.2 above;
  - (c) a claim of any kind from anyone other than Supplier Personnel who argues that they should have transferred to a New Supplier under TUPE on termination of all or part of the Contract; and
  - (d) any claim brought by any Supplier Personnel (or on his or her behalf by a trade union or other representative) as a result of any failure to comply with any obligation to inform and consult under TUPE or any equivalent or similar law.

- 11.6 In return, LSE will and will take reasonable steps to procure that the New Supplier will:
- (a) as soon as it can after becoming aware of any relevant claim (or coming to the conclusion that a claim is likely to occur), make the Supplier aware of the situation and give the Supplier a written summary of any relevant facts; and
  - (b) do anything that the Supplier reasonably asks of LSE or the New Supplier in relation to the claim, including resisting or settling the claim, subject to LSE or the New Supplier being allowed to employ its own legal advisors to carry out those tasks and the Supplier meeting any costs or expenses that need to be paid as a result of that work.

## 12. **RECORD KEEPING, INFORMATION AND AUDIT**

### 12.1 The Supplier shall:

- 12.1.1 create, keep and maintain Records in accordance with Good Industry Practice and applicable laws during the Term and for seven (7) years after its expiry or termination;
- 12.1.2 during normal business hours of the Supplier afford LSE (or its authorised agents or representatives) access to the Records at the Supplier's premises or (at the option of LSE) provide copies of such Records to LSE in a format reasonably acceptable to LSE from time to time during the Term and thereafter for the period specified in Clause 12.1.1.

### 12.2 LSE shall be entitled to pass details of such Records to FCDO and both LSE and FCDO (and FCDO's agents) shall be entitled to review such Records for the purposes of:

- 12.2.1 verifying the accuracy of information provided as required by the Contract, the Charges and any other amounts payable under this Contract;
- 12.2.2 verifying the costs of the Supplier in connection with the provision of the Services;
- 12.2.3 verifying the Supplier's compliance with the applicable laws;
- 12.2.4 identifying or investigating an actual or suspected Prohibited Act, impropriety or accounting mistake or any breach or threatened breach of security and in these circumstances LSE shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- 12.2.5 obtaining such information as is necessary to fulfil LSE's obligations to FCDO under the terms of the FCDO Contract;
- 12.2.6 reviewing the Supplier's quality management systems (including any quality manuals and procedures) and compliance with any standards referred to in the Contract or applicable to the provision of the Services.

### 12.3 The Supplier undertakes to co-operate with and provide reasonable assistance to LSE in connection with any request for copies of Records or inspection of Records and for such purposes to provide promptly on request:

- 12.3.1 information reasonably requested by LSE;
- 12.3.2 access to sites controlled by the Supplier; and
- 12.3.3 access to relevant Supplier Personnel.

12.4 The parties shall each bear their own costs and expenses incurred in regard to compliance with their obligations under this Clause 12 unless an audit reveals a Default by the Supplier in which case LSE is entitled to recover from the Supplier its costs of carrying out such audit (and any costs recoverable by FCDO from LSE under the FCDO Contract in connection with such audit).

### 13. **INDEMNITY AND INSURANCE**

13.1 The Supplier shall indemnify LSE and keep LSE indemnified on demand and in full against 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 LSE as a result of or in connection with:

13.1.1 any claim made against LSE by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

13.1.2 any claim brought against LSE for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services or any Deliverable.

13.2 Where applicable, the Supplier shall be responsible for and shall indemnify LSE against all Employment Taxes, where such recovery is not prohibited by law. The Supplier shall further indemnify LSE against all reasonable costs, expenses and any penalty, fines and interest incurred or payable by LSE in connection with or in consequence of any liability for such Employment Taxes. In this regard, such liability for Employment Taxes shall be deemed to arise and LSE shall be deemed to be obliged to pay an amount, if it receives a written demand from HM Revenue and Customs.

13.3 The Supplier shall be fully responsible for and shall indemnify LSE for and in respect of any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any Supplier Personnel against LSE arising out of or in connection with the provision of the Services under the Contract.

13.4 For the duration of the Contract and for a period of six (6) years thereafter, the Supplier shall maintain in force with a reputable insurance company insurance at a level which it considers reasonably necessary to cover the liabilities that may arise under or in connection with the Contract which it is usual prudent and professional to insure in relation to an organisation of the type of the Supplier in accordance with best practice and applicable laws, such insurances to include:

13.4.1 risks which LSE specifically asks the Supplier in writing to take out prior to the Commencement Date; and

13.4.2 risks in respect of Supplier Personnel including death, injury, disablement and the cost of emergency medical treatment.

13.5 The Supplier shall on LSE's request produce both the insurance certificate giving details of its cover and the receipt for the current year's premium in respect of such insurance.

13.6 This Clause 13 shall for the avoidance of doubt survive termination of the Contract.

### 14. **CONFIDENTIALITY**

14.1 Each party in its capacity as Recipient shall:

14.1.1 keep in strict confidence all Confidential Information of the Disclosing Party;

- 14.1.2 not use such Confidential Information for any purpose other than in order to exercise its rights and fulfil its obligations under the Contract;
  - 14.1.3 only disclose such Confidential Information to such of its employees, agents and consultants as need to know the same for the purpose of discharging the Recipient's obligations under the Contract or as agreed in writing by the Disclosing Party;
  - 14.1.4 ensure that those employees, agents or consultants to whom it discloses such Confidential Information are subject to obligations of confidentiality corresponding to those which bind the Recipient under this Clause 14;
  - 14.1.5 only copy reduce to writing or otherwise record such Confidential Information except as strictly necessary in order to exercise its rights and fulfil its obligations under the Contract.
- 14.2 The obligations in this Clause 14 shall not apply in relation to:
- 14.2.1 information which is or becomes public knowledge other than as a result of a breach of Clauses 14.1 or 14.2;
  - 14.2.2 information which is made available to the Recipient on a non-confidential basis prior to disclosure by or on behalf of the Disclosing Party;
  - 14.2.3 information which is made available to the Recipient on a non-confidential basis by a third party who is not under any confidentiality obligation in respect of such information;
  - 14.2.4 information developed independently by the Recipient without any access to the Confidential Information of the other party.
- 14.3 A party may disclose Confidential Information of the other to the extent required by:
- 14.3.1 an order of a court of competent jurisdiction or regulatory judicial governmental or similar body;
  - 14.3.2 the rules of any listing authority or stock exchange on which its shares are listed or traded;  
or
  - 14.3.3 the laws or regulations of a country to which such party is subject.
- 14.4 The Supplier acknowledges that LSE may pursuant to the terms of the FCDO Contract be obliged to disclose Confidential Information of the Supplier to FCDO which may itself (if it deems such disclosures necessary or appropriate in the course of carrying out its public functions) disclose such Confidential Information to other HMG agencies institutions or appointed bodies or to advisors of FCDO or such other HMG agencies, institutions or appointed bodies provided that FCDO procures that recipients of such disclosures enter into confidentiality undertakings in respect of such Confidential Information.
- 14.5 This Clause 14 shall survive termination of the Contract.

15. **COMPLIANCE**

**Code of Conduct:**

- 15.1 The Supplier will comply with the Principles and Responsibilities and in the event that LSE informs the Supplier in writing either before or during the Term that the Supplier falls within the definition of a Compliance Level 2 Supplier then the Supplier shall forthwith thereafter for such period during the Term as LSE shall specify, comply with the Code of Conduct and the monitoring requirements

set out in the Code of Conduct. For the purposes of this Clause 15.1 an email communication shall not constitute a notice under Clause 20.3.

- 15.2 The Supplier will indemnify LSE against any claims from FCDO under the FCDO Contract arising from a Default by the Supplier in its compliance with the terms of Clause 15.1.

**Bribery and Corruption:**

- 15.3 The Supplier will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in its jurisdiction including the Bribery Act 2010 and will not engage in any activity, practice or conduct which would constitute a Prohibited Act.

- 15.4 The Supplier will:

- 15.4.1 not make any payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or to any other third party and will promptly report to LSE any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract;
- 15.4.2 not do or suffer anything to be done which would cause LSE, FCDO or any FCDO Personnel to contravene or incur any liabilities in respect of any Relevant Requirements;
- 15.4.3 establish, maintain and enforce policies and procedures adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- 15.4.4 keep appropriate records of its compliance with the obligations in this Clause 15 and make sure records are available to LSE on request; and
- 15.4.5 ensure that any person associated with the Supplier who is performing services in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause 15.

- 15.5 The Supplier shall notify LSE in writing if it:

- (a) becomes aware of any breach of Clauses 15.3 or 15.4;
- (b) has reason to believe that any Supplier Personnel have been subject to an investigation or prosecution which relates to a Prohibited Act, or have been debarred or suspended or deemed ineligible for participation in any government procurement programme or contract on the grounds of having committed a Prohibited Act, or have received a demand for any undue financial or other advantage of any kind in connection with the performance of the Contract; or
- (c) has any credible suspicion of or evidence of fraud bribery corruption or other financial irregularity or impropriety which relates to the Contract or the provision of the Services.

- 15.6 In the event of any breach of Clauses 15.3 or 15.4 or any act by any Supplier Personnel which would amount to a breach of this Clause 15 LSE shall, without prejudice to any other rights it may possess, be at liberty immediately to terminate the Contract and to recover from the Supplier the amount of any loss or damage suffered by LSE resulting from such termination, as well as the amount or value of any unlawful payment made or to recover any other loss derived from the breach of Clauses 15.3 or 15.4 whether or not the Contract is terminated.

**Prevention of terrorism:**

- 15.7 The Supplier:
- 15.7.1 will ensure that to the best of its knowledge funding provided by LSE under the Contract (and any other funding received by the Supplier from United Kingdom sources) is not made available whether directly or indirectly to persons groups or entities listed in accordance with the European Council Regulation EC/2580/2001 (as amended) and/or the Terrorism (United Nations Measures) Order 2009 of the United Kingdom or contravene the provisions of such terrorism legislation (or any subsequent applicable legislation) or any equivalent terrorism legislation relevant to its jurisdiction;
  - 15.7.2 warrants and represents that neither it nor to the best of its belief Supplier Personnel have at any time prior to the Commencement Date appeared on the HMG Home Office Proscribed Terrorist Organisation List;
  - 15.7.3 will notify LSE immediately in writing if it becomes aware of a breach of this Clause 15.7 or has reason to believe that any Supplier Personnel have been subject to investigation or prosecution relating to an infringement of this Clause 15.7 or have been listed by a government department or agency as having been debarred or suspended or otherwise deemed ineligible for participation in government procurement programmes or contracts.
- 15.8 In the event that the Supplier or (with or without the knowledge of the Supplier) any Supplier Personnel breaches any provisions of Clause 15.7 or commits any offence under the Terrorism Act 2000 in relation to the Contract or any agreement with HMG LSE shall be entitled to terminate the Contract with immediate effect by written notice to the Supplier and recover the amount of any loss resulting from such termination or to recover any other loss derived from the breach of Clause 15.7 whether or not the Contract is terminated.

**Environment:**

- 15.9 The Supplier will provide the Services in accordance with applicable national and international environmental laws (taking account of LSE's environmental operations policy and the sustainable development provisions of the International Development Act 2002) and shall notify LSE promptly on becoming aware of any materially adverse changes in the environmental impact of its activities in connection with the Contract.

**General security requirements:**

- 15.10 The Supplier shall comply with any relevant obligations arising in respect of FCDO Information under the Official Secrets Acts 1911 - 1989.
- 15.11 The Supplier shall in relation to primary or secondary research data either meet the LSE Information Security Policy and classify such data by reference to the LSE Information Classification Standard or adhere to institutional policies which guarantee at least the same level of security as may be notified by the Supplier to LSE from time to time.
- 15.12 The Supplier shall (if required to do so in writing by LSE) produce in writing and submit to LSE for approval a security plan in respect of data (which plan LSE shall in writing either approve or require modifications in which event the Supplier shall make such modifications and re-submit such plan to LSE for approval in accordance with this Clause 15.12).
- 15.13 The Supplier shall (at its sole cost) take reasonable measures to avoid the introduction of Malware into its computer systems and network which may adversely affect its performance of its obligations under the Contract or lead to contamination of computer systems and networks of LSE or FCDO.

- 15.14 The Supplier undertakes:
- 15.14.1 not to delete or remove any proprietary notices contained with any FCDO Information in its possession;
  - 15.14.2 not to store, copy, disclose or use FCDO Information except as necessary for the performance by the Supplier of its obligations under this Contract or as expressly authorised by LSE;
  - 15.14.3 to make available on written demand a copy of any FCDO Information in its possession to FCDO or LSE in a format specified by FCDO or LSE (as the case may be);
  - 15.14.4 to preserve the integrity of FCDO Information in its possession and prevent its loss or corruption, perform back-ups thereupon and store them off-site and in the event of any loss or corruption thereof notify LSE without delay and take all appropriate steps to restore or procure the restoration of such FCDO Information at its sole cost;
  - 15.14.5 to ensure that any FCDO Information in its possession is held on a system under its control which meets the Security Policy and any other security requirements notified by LSE to the Supplier in respect thereof.

#### **LSE Research Ethics Policy and LSE Code of Research Conduct**

- 15.15 If the Supplier is providing Research Services then the Supplier undertakes to comply with the LSE Research Ethics Policy and the LSE Code of Research Conduct or, where applicable, to adhere to its own research ethics policy and code of research conduct or similar, provided that these documents contain standards that are no less rigorous than those of LSE.

#### **16. TERMINATION**

- 16.1 Without limiting its other rights or remedies, LSE may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 16.1.1 the Supplier commits a material irremediable breach of the Contract;
  - 16.1.2 the Supplier has failed to remedy a material remediable breach in accordance with a Rectification Plan previously approved by LSE;
  - 16.1.3 the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of receipt of notice in writing from LSE of the breach;
  - 16.1.4 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of Section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - 16.1.5 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
  - 16.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole



purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

- 16.1.7 the Supplier (being an individual) is the subject of a bankruptcy petition order;
- 16.1.8 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 16.1.9 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
- 16.1.10 a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 16.1.11 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- 16.1.12 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 16.1.4 to Clause 16.1.11 (inclusive);
- 16.1.13 the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
- 16.1.14 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

16.2 Without limiting its other rights or remedies, LSE may terminate the Contract by giving the Supplier at least thirty (30) days prior written notice.

## 17. **CONSEQUENCES OF TERMINATION**

17.1 On termination of the Contract for any reason:

- 17.1.1 the Supplier shall immediately deliver to LSE all Outputs and the product of all Services up to the date of termination whether or not then complete, and return all LSE Materials. If the Supplier fails to do so, then LSE may enter the Supplier's premises and take possession of the Outputs and/or the product of the Services and/or the LSE Materials (as the case may be). Until the Outputs and/or the product of the Services and/or the LSE Materials (as the case may be) have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose unconnected with the Contract;
- 17.1.2 (subject to any right of set off which LSE may have against the Supplier in respect of sums due from the Supplier to LSE) LSE will pay such sums which may be due and payable by way of Charges to the Supplier on termination of the Agreement subject to the Supplier having submitted all relevant information and (if applicable) invoices necessary for such payment to be made;
- 17.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected by such termination; and

- 17.1.4 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 18. **MULTI-TIERED DISPUTE RESOLUTION PROCEDURE**

- 18.1 If a Dispute arises then the parties shall follow the procedure set out in this Clause:
- 18.1.1 either party may serve on the other a Dispute Notice setting out the nature and full particulars of the Dispute together with relevant supporting documents. On service of the Dispute Notice, a nominated representative of the Supplier and a nominated representative of LSE shall attempt in good faith to resolve the Dispute;
- 18.1.2 if the nominated representative of the Supplier and the nominated representative of LSE are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to a senior representative of the Supplier and a senior representative of LSE who shall attempt in good faith to resolve it; and
- 18.1.3 if the senior representative of the Supplier and the senior representative of LSE are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than thirty (30) days after the date of the ADR notice.
- 18.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings or other dispute resolution procedures in relation to the Dispute under Clauses 20.9 and 20.10 and which Clauses shall apply at all times.

## 19. **SAFEGUARDING**

- 19.1 The Supplier shall take all Reasonable Measures to prevent Serious Misconduct by the Supplier Personnel or any other persons engaged and controlled by it to perform any activities under the Contract and shall have in place at all times robust procedures which enable the reporting by Supplier Personnel and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by Supplier Personnel to investigate such reports.
- 19.2 The Supplier shall take all Reasonable Measures to ensure that Supplier Personnel do not engage in sexual activity with any person under the age of 18, regardless of the local age of majority or age of consent or any mistaken belief held by Supplier Personnel as to the age of the relevant person.
- 19.3 The Supplier shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by any Supplier Personnel to LSE (and where required by LSE in writing also to report to FCDO and where appropriate to Appropriate Authorities) and (where the Supplier is domiciled in the United Kingdom) the Supplier shall (where appropriate) report such matters to UK Authorities.
- 19.4 The Supplier shall fully investigate and document all actual, alleged or possible cases of Serious Misconduct and shall take appropriate corrective action to reduce the risk and/or eliminate Serious Misconduct being committed by Supplier Personnel (which may include disciplinary action, termination of contracts etc.), such investigations and actions to be reported to LSE and Appropriate Authorities as soon as is reasonably practicable.
- 19.5 The Supplier shall not engage as Supplier Personnel for the purposes of the Services any person whose previous record or conduct which is known to the Supplier (or which ought to be known by a diligent supplier undertaking appropriate checks) indicates that they are unsuitable to perform the

Services and/or where they represent an increased and unacceptable risk of committing Serious Misconduct.

19.6 The Supplier shall comply with all applicable laws, legislation, codes of practice and government guidance in the United Kingdom and additionally, in the territories where the Services are being performed, relevant to safeguarding and protection of children and vulnerable adults, which the Supplier acknowledges may include vetting of Supplier Personnel by the United Kingdom Disclosure and Barring Service in respect of any regulated activity performed by the Supplier Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended)) and/or vetting by a local equivalent service. Where LSE reasonably believes that there is an increased risk to safeguarding in the performance of the Services, the Supplier shall comply with any reasonable request by LSE for additional vetting to be undertaken.

19.7 Failure by the Supplier to:

19.7.1 put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or

19.7.2 fully investigate allegations of Serious Misconduct; or

19.7.3 report any complaints to LSE and where relevant UK Authorities and/or Appropriate Authorities;

shall be a material Default of this Contract and shall entitle LSE to terminate the Contract on written notice with immediate effect.

## 20. GENERAL

20.1 **Matters beyond control:** Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from providing any of the Services for more than six (6) weeks, LSE shall have the right, without limiting its other rights or remedies, to terminate the Contract with immediate effect by giving written notice to the Supplier.

### 20.2 Assignment and subcontracting:

20.2.1 The Supplier shall not assign, transfer, charge, or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of LSE (such consent not to be unreasonably withheld or delayed).

20.2.2 The Supplier may sub-contract obligations to sub-contractors provided that it:

(a) remains responsible for all acts and omissions of its sub-contractors (including any sub-sub-contractors) as though they were its own; and

(b) imposes on its sub-contractors obligations equivalent to those imposed on the Supplier under the Contract.

20.2.3 LSE may at any time assign, transfer, charge, subcontract novate or deal in any other manner with all or any of its rights under the Contract and may novate, subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

20.3 **Notices:**

- 20.3.1 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or subject to the conditions set out in Clause 20.3.3 below sent by e-mail to the other party's e-mail address as set out in the Appointment Letter (or as otherwise notified by the other party from time to time in accordance with this Clause 20.3).
- 20.3.2 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by e-mail, at 9.00 am on the next Business Day after transmission.
- 20.3.3 Where notice is sent by email a copy of such notice shall also be sent on the day of transmission of such email, by one of the other methods set out in Clause 20.3.1 above.
- 20.3.4 This Clause 20.3 shall not apply to the service of any proceedings or other documents in any legal action.

20.4 **Waiver and cumulative remedies:**

- 20.4.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 20.4.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

20.5 **Severance:**

- 20.5.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 20.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20.6 **No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute a party the agent of the other party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way. For the avoidance of doubt nothing in the Contract shall be deemed to make the Supplier an agent, employee or partner of LSE or FCDO.

20.7 **Third parties:** A person who is not a party to the Contract shall not have any rights under or in connection with it.

- 20.8 **Variation:** Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by an Authorised Officer of LSE.
- 20.9 **Governing law:** The Contract shall be governed by and interpreted in accordance with the laws of England and Wales.
- 20.10 **Jurisdiction:**
- 20.10.1 If the Supplier is domiciled in the United Kingdom or European Union (in circumstances where court judgements made in the United Kingdom are recognised by other members of the European Union as being enforceable in their jurisdictions), the exclusive forum for settling any Disputes which may arise out of or in connection with the Contract shall be the courts of England and Wales.
- 20.10.2 If the Supplier is not domiciled in the United Kingdom or European Union (or is domiciled in the European Union but the United Kingdom has ceased to be a member of the European Union in circumstances where court judgements made in the United Kingdom are not recognised by members of the European Union as being enforceable in their jurisdictions) any Dispute which may arise out of or in connection with the Contract shall be exclusively referred to and finally resolved by arbitration under the LCIA Rules. The LCIA Rules are deemed to be incorporated into this Clause by reference in respect of such Disputes. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.
- 20.11 **Entire agreement:** The Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract. The Contract supersedes all previous correspondence, writings, facsimiles, e-mails and other electronic communications), and verbal communications between the Supplier and LSE regarding the Services, none of which shall form any part of the Contract save to the extent that they are expressly incorporated into the Contract. For the avoidance of doubt, nothing in the Contract shall exclude or limit liability for fraudulent misrepresentation.

## Annex 3: LSE Supplier Code of Conduct

### Principles

LSE aims to create an inclusive culture of best practice with the Suppliers with whom it engages and which receive UK taxpayers' funds. All Suppliers should adhere to the overarching principles of the LSE Supplier Code of Conduct (hereafter "Code of Conduct").

#### Overarching Principles for Suppliers

- ✓ **Act responsibly and with integrity**
- ✓ **Be transparent and accountable**
- ✓ **Seek to improve value for money**
- ✓ **Demonstrate commitment to poverty reduction and FCDO priorities<sup>1</sup>**
- ✓ **Demonstrate commitment to wider HMG priorities<sup>2</sup>**

### Supplier responsibilities

Suppliers and their sub-contractors (referred to in the following as "delivery chain partners") should ensure they have read and understood this Code of Conduct and their required compliance level and seek clarification from LSE where necessary. In particular, it is important that Suppliers and their delivery chain partners understand any risks and have systems in place to manage them. The compliance levels are: -

**Compliance Level 2** – Suppliers with an individual contract value below £1m, or two or more contracts with LSE with a value of less than £5m;

**Compliance Level 3** - Suppliers with an individual Contract value, or component of a Contract, with a value below the EU contracting threshold found here: -

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/850566/PN\\_for\\_New\\_Thresholds\\_2020\\_pdf.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/850566/PN_for_New_Thresholds_2020_pdf.pdf)

At this level (3) Suppliers are required to adhere to the Overarching Principles for Suppliers as set out in the above table and recognise, mitigate and manage risks. These Suppliers will not be monitored against the contractual Key Performance Indicators (KPIs) as referenced in Annex 3a and 3b.

### **Scope**

This Code of Conduct forms part of the LSE (IGC) Supplier Terms and Conditions and full compliance and annual verification via a signed declaration (if applicable), to be found at Annex 3b, is mandatory for contracted Suppliers. Adherence to the Code of Conduct at the appropriate level is also a requirement for LSE's direct Suppliers and their delivery chain partners in receipt of FCDO funding from LSE. LSE will monitor Suppliers in six priority areas as set out below using a set of Key Performance Indicators (KPIs) as referenced in Annex 3a and 3b.

<sup>1</sup> <https://www.gov.uk/government/organisations/department-for-international-development/about#priorities>

<sup>2</sup> <https://www.gov.uk/government/organisations/hm-treasury/about#priorities>

## 1. Value for Money and Governance

### Key Performance Indicators KPI 1 a - b

Value for Money and financial transparency is an essential requirement of all LSE commissioned work. All Suppliers must seek to maximise development results, whilst driving cost efficiency, throughout the life of commissioned programmes. This includes budgeting and pricing realistically and appropriately to reflect delivery requirements and levels of risk over the life of the programme. It also includes managing uncertainty and change to protect value in the often challenging environments that we work in.

Suppliers must demonstrate that they are pursuing continuous improvement and applying stringent financial management and governance to reduce waste and improve efficiency in their internal operations and within the delivery chain. LSE expects Suppliers to demonstrate openness and honesty and to be realistic about capacity and capability at all times, accepting accountability and responsibility for performance along the full delivery chain, in both every-day and exceptional circumstances.

#### Specific requirements include:

- ✓ A transparent, open book approach, which enables scrutiny of value for money;
- ✓ Strict adherence to all UK (if applicable) and in-country government tax requirements;
- ✓ Processes for timely identification and resolution of issues which might be requested by LSE at any time.

## 2. Ethical Behaviour

### Key Performance Indicators KPI 2 a- f

LSE Suppliers and their delivery chain partners act on behalf of the UK government and interact globally with country governments, other aid donors and their delivery partners, many stakeholders including citizens and directly and indirectly with aid beneficiaries. These interactions must therefore meet the highest standards of ethical and professional behaviour in order to uphold the reputation of the UK government.

Arrangements and relationships entered into, whether with or on behalf of LSE, must be free from bias, conflict of interest or the undue influence of others. Particular care must be taken by Suppliers and delivery chain staff who:

- a) are directly involved in the management of a programme or procurement of services; or
- b) who engage with i) frontline FCDO staff ii) other deliverers of aid iii) beneficiaries (of aid)

Where those in a) and b) could be susceptible to undue negative or detrimental influence.

Suppliers and their delivery chain partners must declare to LSE where there may be instances or allegations of previous unethical behaviour by an existing or potential staff member or where there is a known or suspected conflict of interest. Where a potential or existing staff member has been employed by FCDO or the Crown in the preceding two years Suppliers and their delivery chain partner must provide proof of compliance with the HMG approval requirements under the Business Appointment Rules.

Suppliers and their delivery chain partners must have the following policies and procedures in place:

- ✓ Development and proof of application and embedding of a Staff Recruitment, Management and Retention policy (which must address circumstances where there may be potential or actual conflict of interest and embedding of a Whistleblowing Policy)

- ✓ Ongoing monitoring of potential or existing personal, business or professional conflict of interest and their mitigation and management
- ✓ Ethical training for every staff member and staff updates in ethical working practices suitable to the development sector (e.g. UN Global Compact principles) including awareness of modern day slavery and human rights abuses
- ✓ Procedures setting out how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the FCDO Counter Fraud and Whistleblowing Unit (CFWU) at [reportingconcerns@FCDO.gov.uk](mailto:reportingconcerns@FCDO.gov.uk) or on +44(0)1355 843747.

### **3. Transparency and Delivery Chain Management**

Key Performance Indicators KPI 3 a – b

LSE requires full delivery chain transparency from all Suppliers. All direct Suppliers and their delivery chain partners must adhere to wider HMG policy initiatives including the support and capacity building of micro, small and medium sized enterprises (MSMEs), prompt payment, adherence to human rights and modern slavery policies and support for economic growth in developing countries.

LSE recognises the critical value that downstream delivery partners contribute. Direct Suppliers must engage their delivery chain partners in a manner that is consistent with LSE’s treatment of its Suppliers. This includes, but is not limited to: appropriate pricing of services; fiduciary and financial risk management processes; applying transparent and responsive measures where delivery chain partners underperform against the KPI areas; taking a zero tolerance approach to tax evasion, corruption, bribery and fraud in subsequent service delivery or in partnership agreements. Direct Suppliers must cascade the principles of the Code of Conduct throughout their delivery chain to ensure LSE ethical behaviour standards are embedded and maintained.

#### **Specific requirements for direct Suppliers include:**

- ✓ Provide assurance to LSE that the policies and practices of their delivery chain partners and affiliates comply with the Code of Conduct;
- ✓ Ensuring delivery chain partner employees are expressly notified of the FCDO ‘reporting concerns’ mail box<sup>3</sup> found on FCDO’s external website and of the circumstances in which this should be used;

### **4. Environmental issues**

LSE Suppliers must be committed to high environmental standards, recognising that FCDO’s activities may change the way people use and rely on the environment, or may affect or be affected by environmental conditions.

<sup>3</sup> <https://www.gov.uk/government/organisations/department-for-international-development/about#reporting-fraud>



## 5. Terrorism and Security

### Key Performance Indicators KPI 5 a – c

LSE Suppliers must implement due diligence processes to provide assurance that UK Government funding is not used in any way that contravenes the provisions of the Terrorism Act 2000, and any subsequent regulations pursuant to this Act.

LSE Suppliers must maintain high levels of data security in accordance with the Data Protection Act 1998 and any subsequent regulations pursuant to this Act, or new Act and with the General Data Protection Regulation (Directive 95/46/EC).

#### Specific requirements:

- ✓ Development and proof of application and embedding of a comprehensive Terrorism and Security Policy
- ✓ Development and proof of application and embedding of personal data processing processes within a Data Protection Policy
- ✓ LSE Suppliers must safeguard the integrity and security of their IT and mobile communications systems in line with the HMG Cyber Essentials Scheme<sup>4</sup>. Award of the Cyber Essentials or Cyber Essential Plus badges would provide organisational evidence of meeting the UK Government-endorsed standard;
- ✓ All LSE Suppliers who manage aid programmes with a digital element must adhere to the global Principles for Digital Development<sup>5</sup>, which sets out best practice in technology-enabled programmes
- ✓ Ensure that FCDO funding is not linked to terrorist offences, terrorist activities or financing.

## 6. Safeguarding, Social Responsibility and Human Rights

### Key Performance Indicators: KPI 6 a – b

Safeguarding, social responsibility and respect for human rights are central to LSE's expectations of its Suppliers. Suppliers must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within complex delivery chain environments funded by FCDO and LSE. These practices include sexual exploitation, abuse and harassment; all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability. Suppliers must place an emphasis on the control of these and further unethical and illegal employment practices, such as modern day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients. FCDO will expect a particular emphasis on the management of these issues in high risk fragile and conflict affected states (FCAS), with a focus on ensuring remedy and redress if things go wrong.

#### Specific requirements:

- ✓ Development and application and embedding of a Safeguarding Policy;
- ✓ Delivery of Social Responsibility, Human Rights and Safeguarding training throughout the delivery chain;

<sup>4</sup> <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

<sup>5</sup> <https://digitalprinciples.org>

<sup>6</sup> [http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C138](http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138)

<sup>7</sup> <https://www.ethicaltrade.org.eti-base-code>

- ✓ Practices in line with the International Labour Organisation (ILO) 138<sup>6</sup> and the Ethical Trading Initiative (ETI) Base Code<sup>7</sup> are to be encouraged throughout the delivery chain;
- ✓ Policies to embed good practice in line with the UN Global Compact Guiding Principles 1 & 2 on business and human rights throughout the delivery chain are required, as detailed in Annex 2;
- ✓ Overarching consideration given to building local capacity and promoting the involvement of people whose lives are affected by business decisions.

## Annex 3a

### Compliance KPIs and contractual checking mechanisms - LSE Contracts

Maintaining standards of assurance and driving sustainable improvements, in connection with the Code of Conduct's principles through Supplier relationships is a key focus for LSE.

Suppliers and their delivery chain compliance checking processes will take place in accordance with the agreed compliance levels and the specific contractual clauses down the delivery chain, LSE may undertake compliance checks.

Where appropriate, a plan setting out the Code of Conduct delivery methodology for the Supplier arrangements during the contract term may be jointly developed with LSE during Contract mobilisation.

Contract Checks and Compliance KPIs	KPI target	Specific Contractual link or other relevant document (where applicable)	Checking mechanism	
i.	Declaration of acceptance of the LSE Supplier Code of Conduct	Annual declaration submitted by contracted Supplier on behalf of delivery chain	Supplier T&Cs Clause 3.3. and Clause 20.2.2 b	Declaration of acceptance at the applicable level of compliance with each of the 6 sections received
<b>1.</b>	<b><u>VfM and Governance standards</u></b>			
a)	VfM being maximised over the life of a contract			
	1. By confirmation of annual profit level fluctuations since proposal submittal	Updated documentation submitted once annually	Supplier T&Cs Clause 12	Compliance checks
	2. by timely identification and resolution of issues	Updated documentation submitted once annually		Annual contract review/programme management Compliance checks
b)	<u>Tax Declaration (HMRC format)</u>			
	<ul style="list-style-type: none"> <li>• Tax the organisation paid on profits made in the last 3 years, and in which countries</li> <li>• Compliance with relevant country level tax regulations fully understood and met</li> </ul>	Annually updated documentation submitted by contracted supplier and on behalf of delivery chain partners	Supplier T&Cs Clauses 12, 3.8	Annual return  Compliance checks

<b>2.</b>	<b><u>Ethical Behaviour</u></b>			
<b>a)</b>	Recruitment policy (which must address circumstances where there may be potential or actual conflict of interest)	Updated policy documentation submitted once annually by contracted supplier and on behalf of delivery chain partners	Supplier T&Cs Clauses 10 & 3.4	Annual return Compliance checks
<b>b)</b>	Ongoing conflict of interest, mitigation and management	As 2a. above	Supplier T&Cs Clause 3.4	Annual return Compliance checks
<b>c)</b>	Refresher ethical training and staff updates (including disclosure restrictions on FCDO confidential information)	Copy of training logs provided. Delivery in accordance with training programme in place	Supplier T&Cs Clause, 14, 10 & 3.4	Annual return Compliance checks
<b>d)</b>	A workforce whistleblowing policy	Continuous workforce awareness maintained Policy in place	Supplier T&Cs Clause 19	Annual return Compliance checks
<b>e)</b>	<p>1. Procedures setting out how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the Counter Fraud and Whistleblowing Unit (CFWU) at <a href="mailto:reportingconcerns@FCDO.gov.uk">reportingconcerns@FCDO.gov.uk</a> or on +44(0)1355 843747</p> <p>2. Employees working on FCDO Contracts fully aware of the FCDO external website reporting concerns mailbox</p>	<p>Continuous awareness maintained</p> <p>Procedure in place</p> <p>Continuous awareness maintained</p>	<p>Supplier T&amp;Cs 19 &amp; 3.4</p> <p>Supplier T&amp;Cs Clause 19</p>	<p>Annual return Compliance checks</p> <p>Annual return Compliance checks</p>
<b>f)</b>	<p>Declarations of direct or sub-contractor staff members proposed to work on FCDO funded business if employed by FCDO or the Crown in the preceding two years</p> <p>Suppliers and their delivery chain partners must provide proof of compliance with the HMG approval requirements under the business appointment rules</p>	Details submitted as applicable	<p>Supplier T&amp;Cs Clause 19</p> <p>HMG business appointment rules</p>	<p>Annual return Compliance checks</p> <p>Contract management</p>
<b>3.</b>	<b><u>Transparency and Delivery Chain Management</u></b>			
<b>a)</b>	Tax evasion, bribery, corruption and fraud - statements of assurance provided	Updated documentation submitted once annually	Supplier T&Cs 3.8	Periodic and annual return spot checks. Compliance checks
<b>b)</b>	All delivery chain partner employees working on FCDO Contracts fully aware of the FCDO reporting concerns mailbox	Updated documentation submitted once annually	Supplier T&Cs Clause 19	Periodic and annual return spot checks

	<a href="mailto:reportingconcerns@FCDO.gov.uk">reportingconcerns@FCDO.gov.uk</a>			
<b>5.</b>	<b><u>Terrorism and Security</u></b>			
a)	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing	Updated documentation submitted if and when changes identified since initial Contractual Annual Compliance Declaration	Contractual Annual Compliance Declaration	Annual return spot checks  Compliance checks
b)	Certification at or above the level set out in the initial Contractual Annual Compliance Declaration	Updated documentation submitted if changes identified since initial Contractual Annual Compliance Declaration	Contractual Annual Compliance Declaration	Annual return Compliance checks
c)	Data managed in accordance with FCDO Security Policy and systems in accordance with the HMG Cyber Essentials Scheme	Updated documentation submitted if changes identified since / initial Contractual Annual Compliance Declaration	Supplier T&Cs Clause 15.14.5& 8	Compliance checks
<b>6.</b>	<b><u>Safeguarding, Social Responsibility and Human Rights</u></b>			
a)	Agreed level of measures in place and cascaded to assure the prevention of actual, attempted or threatened sexual exploitation or abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to FCDO funded work. Robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate in place	Updated documentation submitted once annually	Supplier T&Cs Clause 19	Due Diligence Assessment  Compliance checks
b)	Number and details of any organisational safeguarding allegations reported	Updated documentation submitted if and when changes identified since initial Contractual Annual Compliance Declaration		Annual checks Compliance checks

**Contractual Annual Compliance Declaration****(Compliance Level 2 Suppliers)**

Prior to Contract Award and thereafter on an annual basis on the anniversary of the Contract Award, the Supplier is required to submit a Compliance Declaration in connection with the management of any LSE Contract in place and on behalf of their delivery chain partners. Suppliers should be aware that spot check compliance monitoring may take place to verify responses.

KPI Compliance Area	Commentary	CEO Signatory Name	Signature & date of signing
1. <b><u>VfM and Governance standards</u></b>			
a) VfM maximisation over contract life 1. Annual confirmation of % profit on contract 2. timely identification and resolution of issues			
b) <u>Tax Declaration (HMRC format)</u>  Comply with all tax requirements			
2. <b><u>Ethical Behaviour</u></b>			
a) Adherence to agreed conflict of interest management procedures			
b) Evidence of workforce ethical training updates taking place			
c) Confirmation of direct and delivery chain partner compliance with the HMG approval requirements under the Business Appointment Rules.			
d) Confirmation and full evidence of awareness of an up to date workforce whistleblowing policy			
e) Procedures in place and full evidence of awareness of how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the Counter Fraud and Whistleblowing Unit (CFWU) at <a href="mailto:reportingconcerns@FCDO.gov.uk">reportingconcerns@FCDO.gov.uk</a> or on +44(0)1355 843747			
f) HMG Business appointment rules followed - Conflict of Interest (COI) declarations made for direct or delivery chain staff members proposed to work on FCDO funded business if employed by FCDO or the Crown in the preceding two years.			
3. <b><u>Transparency and Delivery Chain Management</u></b>			
a) Assurance there has been no change to previous statements provided in relation to tax evasion,			

	bribery, corruption and fraud			
<b>b)</b>	Confirmation that all delivery chain partners' employees working on FCDO Contracts are fully aware of the FCDO reporting concerns mailbox <a href="mailto:reportingconcerns@FCDO.gov.uk">reportingconcerns@FCDO.gov.uk</a>			
<b>5.</b>	<b><u>Terrorism and Security</u></b>			
<b>a)</b>	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing			
<b>b)</b>	No engaged employees or delivery chain partner personnel appears on the Home Office Prescribed Terrorist Organisations List			
<b>c)</b>	Data is managed in accordance with FCDO security policy and systems are in accordance with the HMG cyber essentials scheme			
<b>6.</b>	<b><u>Safeguarding, Social Responsibility and Human Rights</u></b>			
<b>a)</b>	1.To prevent actual, attempted or threatened sexual exploitation and abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to FCDO funded work  2.For reporting suspected misconduct, illegal acts or failures to investigate actual attempted or threatened sexual exploitation or abuse			
<b>b)</b>	Numbers and details of organisational safeguarding allegations reported			

## ANNEX 4

### Transfers of Personal Data to non-EEA Countries

#### Part 1

##### Definitions

For the purposes of this Annex 4:

- (a) “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established); the General Data Protection Regulation (GDPR) and The UK Data Protection Act 2018;
- (b) “the data exporter” shall mean the controller who transfers the personal data;
- (c) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these provisions and who is not subject to a third country’s system ensuring adequate protection;
- (d) “provisions” shall mean these contractual provisions, which constitute a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Part 2 of this Annex 4 which forms an integral part of these provisions.

##### I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- (a) The personal data has been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these provisions.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, a copy of the provisions to data subjects who are third party beneficiaries under paragraph III, unless the provisions contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the provisions by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the provisions to the authority where required.

##### II. Obligations of the data importer

The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data



against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (c) It has no reason to believe, at the time of entering into these provisions, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these provisions, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the personal data for purposes described in Part 3 of this Annex 4, and has the legal authority to give the warranties and fulfil the undertakings set out in these provisions.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of paragraph I(e).
- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under paragraph III (which may include insurance coverage).
- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these provisions, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- (h) It will process the personal data, at its option, in accordance with:
  - (i) the data protection laws of the country in which the data exporter is established, or
  - (ii) the relevant provision of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC and The EU General Data Protection Regulation (GDPR), where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
  - (iii) the data processing principles set forth in Part 2 of this Annex 4.
- (i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
  - (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
  - (ii) the third party data controller becomes a signatory to these provisions or another data transfer agreement approved by a competent authority in the EU, or
  - (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
  - (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

### **III. Liability and third party rights**

- (a) Each party shall be liable to the other parties for damages it causes by any breach of these provisions. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these provisions. This

does not affect the liability of the data exporter under its data protection law.

- (b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this paragraph and paragraphs I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one (1) month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these provisions (the data exporter shall have the burden to prove that it took reasonable efforts).

#### **IV. Law applicable to the provisions**

These provisions shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under paragraph II(h), which shall apply only if so selected by the data importer under that paragraph.

#### **V. Resolution of disputes with data subjects or the authority**

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

#### **VI. Termination**

- (a) In the event that the data importer is in breach of its obligations under these provisions, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that:
- (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
  - (ii) compliance by the data importer with these provisions would put it in breach of its legal or regulatory obligations in the country of import;
  - (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these provisions;
  - (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the provisions by the data importer or the data exporter; or
  - (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these provisions, in which case the authority shall be informed where required. In cases covered by paragraphs (i), (ii), or (iv) above the data importer may also terminate these provisions.

(c) Either party may terminate these provisions if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country or that these standard provisions are updated by the Commission on the basis of new law.

(d) The parties agree that the termination of these provisions at any time, in any circumstances and for whatever reason (except for termination under paragraph VI(c)) does not exempt them from the obligations and/or conditions under the provisions as regards the processing of the personal data transferred.

(e) In the event of termination of these provisions, the data importer must return all personal data and all copies of the personal data subject to these provisions to the data exporter forthwith or, at the data exporter's choice, will destroy all copies of the same and certify to the data exporter that it has done so, unless the data importer is prevented by its national law or local regulator from destroying or returning all or part of such data, in which event the data will be kept confidential and will not be actively processed for any purpose. The data importer agrees that, if so requested by the data exporter, it will allow the data exporter, or an inspection agent selected by the data exporter and not reasonably objected to by the data importer, access to its establishment to verify that this has been done, with reasonable notice and during business hours.

## **VII. Variation of these provisions**

The parties may not modify these provisions except to update any information in Part 3 of this Annex 4, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial provisions where required.

## **VIII. Description of the Transfer**

The details of the transfer and of the personal data are specified in Part 3 of this Annex 4. The parties agree that Part 3 of this Annex 4 may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under paragraph I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Part 3 of this Annex 4 may, in the alternative, be drafted to cover multiple transfers.

## Part 2

### DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Part 3 of this Annex 4 or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority. For the avoidance of doubt, the GDPR stipulates an exemption where personal information is being used for the purposes of Research whereby these rights will not apply to the extent that they would prevent or seriously impair the achievement of those purposes.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under paragraph II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
  - (a)(i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and
  - (ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties. Or
- (b) where otherwise provided by the law of the data exporter.

## Part 3

### DESCRIPTION OF THE TRANSFER

**(To be completed by the parties)**

**Data Subjects:**

(the personal data transferred concern the following categories of data subjects)

*LSE employees*

**Purposes of the transfer(s):**

(the transfer is made for the following purposes)

*Transferring is necessary for the purposes of the legitimate interests pursued by the controller or by a third party.*

**Categories of data:**

(the personal data transferred contain the following categories of data)

*Publicly Disclosed Data*

**Recipients:**

(the personal data transferred may be disclosed only to the following recipients or categories of recipients)

*The Supplier*

**Sensitive Data (if appropriate):**

(the personal data transferred concern the following categories of sensitive data)

*N/A*

**Data protection registration information of data exporter (where applicable):**

*London School of Economics and Political Science*

*Registration number: Z7044954*

*<https://ico.org.uk/ESDWebPages/Entry/Z7044954>*

**Additional useful information:**

(storage limits and other relevant information)

*N/A*

**Contact points for data protection enquiries**

**Data Importer**

*The Supplier signatory*

**Data Exporter**

Rachael Maguire, Records Manager

London School of Economics and Political Science

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