

### Frequently Asked Questions - LSE (IGC) SUPPLIER TERMS AND CONDITIONS

**Disclaimer:** Please note that these FAQs are intended to provide guidance and information only to Suppliers to the International Growth Centre at the LSE. They are not intended to be exhaustive and do not constitute legal advice.

Clause no	FAQ	Response
3.1	Why do we have to comply with FCDO policies and requirements?	The Project is ultimately funded by the FCDO and, in the unlikely event that your personnel attend FCDO premises, they will need to comply with the requirements of FCDO.
3.4	Why is there a requirement for "Ethical Walls"?	Under its agreement with FCDO, LSE is required to ensure that organisations providing services put in place such arrangements to ensure that any conflicts of interest are properly managed.
4.3.1	Why does LSE require these remedies where this is a research project?	<p>Whilst LSE understands that no guarantees can be made in respect of the results of any research, LSE is required by FCDO to ensure that all suppliers who have committed to undertake research do so in a timely manner, in accordance with any agreed timescales.</p> <p>Wherever possible, LSE will seek to accommodate any reasonable requests for extensions of time (as provided for in clause 4.3.2), but where this is not possible, LSE may need to recover any direct losses which it incurs as a result of a Supplier's failure to deliver. It is therefore important that appropriate timescales for delivery are agreed at the outset, in order to minimise the likelihood of a recovery event arising.</p>
6.11	Can we comply with our own travel policy?	Whilst LSE understands that many Suppliers will have their own travel expenses policy, LSE can only commit to make payments which are in accordance with the IGC Travel Policy and any claims must not exceed the amounts which would be available under that policy.
7.4	Why does LSE want to own IP rights in Outputs from non-Research Services?	Under the agreement between LSE and FCDO, FCDO permits IP in Outputs arising from Research Services to be owned by the Supplier with a licence to LSE and a sub-licence to FCDO. However, it is a requirement of the FCDO terms that LSE is able to assign to FCDO all intellectual property (IP) in Outputs which are not related to Research Services.
7.5	Why do we have to give these warranties?	Under the agreement between LSE and FCDO, LSE is required to indemnify FCDO against any claims that Outputs infringe third party IP. The warranties are designed to protect LSE in the event that IP in Outputs delivered by a Supplier is subsequently found to infringe the IP rights of a third party and a claim is brought against FCDO or LSE.

8	<p>Why do we need the data protection clauses when GDPR does not apply to us and the UK has left the EU?</p> <p>Why do we need the data protection clauses when no Personal Data is involved in the Research?</p>	<p>Although the UK has left the EU, the UK GDPR still applies, which currently mirrors the EU GDPR.</p> <p>In the event that any personal data is transferred by LSE outside of the European Economic Area (EEA), which could include basic information such as the names and email address of researchers, this needs to be undertaken in accordance with the UK GDPR. It is therefore very likely that the provisions of Annex 4 will be needed for such international data transfers outside the EEA, even where personal data does not form part of the Research itself.</p>
9	Why do we have to comply with the UK Freedom of Information Act (FOIA) when we are based outside the UK?	As a UK university, LSE is required to comply with the FOIA. The clauses require the Supplier to provide assistance and cooperation to enable LSE to meet the tight deadlines for compliance, rather than requiring that the Supplier comply with the Act itself.
10	Why are we asked to comply with UK equality legislation?	The Supplier Terms require compliance with "any and all applicable" legislation - therefore, if the UK acts do not apply to you, you are only required to comply with applicable legislation.
11	What is TUPE and we do we need to comply with it if we are based outside of the UK?	As a UK university, LSE is required to comply with TUPE, if it applies. This is unlikely, however, LSE's preference is for the clauses to remain in case a situation arises where TUPE would apply.
12	Why do we have to keep records for 7 years - our normal retention period is shorter?	LSE is required to provide detailed records of expenditure of funding to FCDO. The 7 year retention requirement is a direct flow down from the Main Contract with FCDO and therefore cannot be amended.
13.4	We are a state institution and self-insure and therefore cannot comply with the insurance requirements?	If this is the case, please let the IGC Contracts Team know, as it may be possible to agree alternative wording concerning insurance.
15.1	What is the Code of Conduct and why do we have to comply with it?	Depending upon the total value of the work you are undertaking that is being funded by FCDO, you will be classed as either a Level 2 or Level 3 Supplier and notified of this by the IGC Contracts Team. If you are a <b>Level 3</b> Supplier you do not need to comply with the full Code of Conduct, but only the Overarching Principles for Suppliers. If you are a <b>Level 2</b> Supplier you will need to comply with the full Code of Conduct and complete the Annual Compliance Declaration, as this is requirement of the FCDO funding.
15.2	Why do we have to comply with the UK Bribery Act when we are based outside the UK?	The Supplier Terms require compliance with "any and all applicable" legislation - therefore, if the UK acts do not apply to you, you are only required to comply with applicable legislation.
15.11	Why do we have to comply with LSE's Information Security Policy when we have our own policy?	We need to ensure that all research data is kept secure to a high standard. However, provided that your own policies guarantee the same level of security, LSE is content for you to comply with your own institutional policies in this area.

<b>15.15</b>	Why do we have to comply with LSE's Research Ethics Policy and Code of Research Conduct when we have our own policies?	Provided that your own policies are no less rigorous than the LSE policies, LSE is content for you to comply with your own institutional policies in this area.
<b>16.2</b>	Why can't we also terminate the Contract on 30 days' notice?	You or your institution have submitted a bid committing to undertake the full Project and terminating part way through could have detrimental financial consequences for LSE in terms of its funding agreement with FCDO. However, LSE needs to reserve the right to terminate on notice in the unlikely event that the Main Contract with FCDO is terminated.