

## Terms and Conditions for Supplies and or Services

**These terms and conditions shall apply to each Contract between the MRC/UVRI Uganda Research Unit on AIDS (MRC) and the Contractor for Supplies and/or Services unless varied in writing and are to the exclusion of the Contractor's terms and condition, which are implied by trade, custom, practice or course of dealing.**

### 1. Definitions - In these conditions:

- (i) "Contract" means unless otherwise clearly stated, the agreement between MRC and the Contractor comprising of as a minimum these Short Form Conditions of Contract and the Purchase Order, but also may include as referred MRC's request for quotation, any specification, the Contractor's quotation, and any other documents or content referred to therein.
- (ii) "Contractor" means the individual, firm or company with whom MRC enters into the Contract (including where the context requires any of the Contractor's sub- contractors).
- (iii) "MRC" means MRC/UVRI Uganda Research Unit on AIDS
- (iv) "Supplies" means anything (other than Services) supplied or to be supplied to MRC under the Contract.
- (v) "Intellectual Property Rights" means patents, inventions, trademarks design rights , logos, copyright, database rights, and similar rights whether registerable or not (vi) "Purchase Order" means the Local Purchase Order issued by MRC to the Contractor for the supply of Supplies and/or the provision of Services.
- (vii) "Services" means (other than Supplies) all the services that the Contractor is required to perform under the Contract
- (viii) "Working Day" means the day other than a Saturday or Sunday or bank or public holiday
- (viii) "Premises" means a specified location(s) where the Supplies shall be delivered or the Services shall be performed.

### 2. Conditions for Supplies - Contractor's duties

- (i) The Contractor shall supply the Supplies specified in the PO. Supplies may be returned at the Contractor's expense if they do not correspond with the PO.
- (ii) All Supplies shall be delivered, carriage paid, to the Premises specified and only between 8:30 am and 4.00 pm on a Working Day, unless otherwise agreed by MRC. A delivery note must accompany the Supplies and must specify the quotation reference and the type of Supplies being delivered. It must also include MRC's reference Purchase Order number.
- (iii) The cost of packaging will be deemed to be included in the cost of the Supplies. If the Contractor requires packaging to be returned, it will be returned at the Contractor's expense.
- (iv) The Contractor warrants to MRC that the Supplies shall be of satisfactory quality and fit and sufficient for purpose for which such Supplies are ordinarily used and for any particular purpose made known to the Contractor by MRC.
- (v) Without prejudice to any other right or remedy available to MRC, MRC shall be entitled to reject any Supplies that fail to comply with contractual requirements (specifications) and the Contractor shall reimburse to MRC the price paid for such Supplies in full or at MRC's request, the Contractor shall at its own costs promptly repair, replace or rectify the Supplies to MRC's reasonable satisfaction.

### 3. Conditions for Services - Contractor's duties

- (1) The Contractor shall properly perform the Services on a Working Day specified in the Contract with the standard of skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise and in accordance with all relevant statutory requirements and industry best practice.
- (ii) Where special or additional terms and conditions apply to supply of service the Contractor is expected to perform in accordance with those special terms.

### 4. Health, safety and security

The Contractor shall ensure that all of the Contractor's personnel who have access to or are employed on any Premises as required, shall comply with the Premises health, safety and security procedures and instructions and complete any additional security clearance procedures required by the Premises before working at the Premises.

### 5. Invoices and Payment

The Contractor shall submit an invoice immediately after completion of services or meeting any milestone set to the satisfaction of MRC or otherwise after completing supplying the Supplies. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, MRC shall pay the Contractor within 30 days of receipt of an invoice.

### 6. Disclosure of Information

- (i) MRC may at its discretion disclose information about this Contract to a third pursuant to a valid request for information.
- (iii) The Contractor shall not disclose any information relating to the Contract or MRC's activities without the prior written consent of MRC, which shall not be unreasonably withheld. Such consent shall not be required where the information is already in the public domain, is in the possession of the Contractor without restriction as to its disclosure, or is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.

### 7. Sub-contracting and assignment

The Contractor shall not sub-contract or transfer, assign, novate, charge, or otherwise dispose of the Contract or any part of it without the prior written consent of MRC. Where the Contractor enters into a contract with a supplier cause a term to be included in such contract which requires payment to be made by the Contractor to the supplier or sub-contractor within a period not exceeding 30 days from receipt of a valid invoice as defined by the contract requirements.

### **8. Intellectual Property Rights**

Subject to any prior rights of MRC and to the rights of third parties arising otherwise than under the Contract, such Intellectual Property Rights as are derived from or arise as a result of the performance of the Contract by the Contractor shall vest in MRC.

### **9. Termination**

If the Contractor fails to fulfil its obligations under the Contract, MRC may terminate the Contract forthwith by written notice if it has not remedied the breach within 10 Working Days or other specified by MRC after issue of a notice specifying a breach. In accordance with condition 10, MRC may recover from the Contractor any reasonable costs necessarily and properly incurred by MRC as a consequence of termination. For supply of supplies, MRC may at its discretion cancel the order if the contractor fails to deliver the supplies within the stipulated delivery date without any prior.

### **10. Break**

Without prejudice to condition 9, MRC shall at any time have the right

(i) For convenience to terminate the Contract or reduce the quantity of Supplies or Services to be provided by the Contractor in each case by giving to the Contractor reasonable written notice. During the period of notice MRC may direct the Contractor to perform all or any of the work under the Contract. Where MRC has invoked either of these rights, the Contractor may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract.

(ii) Termination or reduction under this provision shall not affect the rights of the parties to the Contract that may have accrued up to the date of termination.

### **11. Indemnity**

The Contractor shall fully and promptly indemnify MRC against all direct losses, injury, damages, costs or liabilities or proceedings incurred by MRC as a result of any act, default or negligence of the Contractor or any of its employees or sub-contractors in carrying out its obligations under the Contract except and to the extent it is due to the act, default, or negligence of MRC or any of its employees.

If the Contractor is not expressly one of employment, then this means the Contractor is not a MRC employee, worker, agent or partner, and the Contractor shall be fully responsible for all their own tax and national insurance contributions. In any failure to pay any such taxes, the Contractor shall pay in full any money or fine that MRC incurs as a result of the Contractor failing to pay such taxes. This clause shall survive termination of the Contract.

### **12. Recovery of Sums from Contractor**

Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Contractor to MRC, that amount may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with MRC.

### **13. Insurance**

The Contractor shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of this Contract or as MRC may from time to time require.

### **14. Notices**

A notice may be served by delivery to the Contractor; by sending it by email to the last known address; or by recorded post to the Contractor's last known place of business or registered office. A notice shall be deemed served at the time of delivery, or on the second Working Day after posting.

### **15. Law and Jurisdiction**

The Contract shall be governed by and interpreted in accordance with the law of Uganda. The parties hereby submit to the exclusive jurisdiction of the Ugandan Courts.

### **16. Dispute Resolution**

In the event of dispute, the parties shall negotiate in good faith to reach a solution. If they do not reach a solution within one month MRC may refer the dispute to mediation. During the dispute the Contractor shall at MRC's discretion continue to perform the Contract with all due diligence.

### **17. Variations to the Contract**

No variation to the Contract will be effective until it has been formally agreed by MRC and the Contractor and recorded as such.

### **18. Compliance with the Law**

The Contractor shall comply with its obligations under the Contract in accordance with all applicable legislation, byelaws, regulatory policy, guidance or industry code.

### **19. Third Parties**

Nothing in this Contract confers or purports to confer on any third party any right to enforce the terms of this Contract.

### **20. Entire Agreement**

This Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract.

END