

MRC/UVRI and LSHTM Uganda Research Unit



Uganda
Virus
Research
Institute

LONDON
SCHOOL of
HYGIENE
& TROPICAL
MEDICINE



STANDARD TERMS AND CONDITIONS

1.0 Definitions

1.1 In this Agreement, the following terms have the meaning set out below unless otherwise expressly indicated:

- 1.1.1 "Agreement" means this contract, any Purchase Order issued under this Contract, MRC/ UVRI & LSHTM's general Terms and Conditions for Supplies and Services as published at <https://www.mrcuganda.org/procurement-terms-and-conditions> (as may be varied from time to time) and any appendices hereto attached;
- 1.1.2 "Applicable Laws" means all regional, national and international laws, rules, regulations and standards including those imposed by any governmental or regulatory authority and any local regulatory requirements (including the various ISO standards in operation during the term of this Agreement), and all applicable industry standards which apply from time to time to the supply or use of the Services in Uganda;
- 1.1.3 "Order" means any purchase or delivery order for the Services placed by MRC/UVRI & LSHTM from time to time under the Terms of this Agreement;
- 1.1.4 "Price" means the price and any additional charges set out in the Price Schedule;
- 1.1.5 "Third Party/ies" means a party who is not a party to this Agreement.

1.2 Any reference to any law in this Agreement shall include the same as varied from time to time, or the nearest equivalent legal concept in the applicable jurisdiction;

1.3 Any other defined words or phrases which are not described in this clause 1 shall have the meaning given to them when they first appear in that form;

2.0 Commercial Terms

- 2.1 MRC/UVRI & LSHTM may place separate Orders for the Services from time to time during the term of this Agreement;
- 2.2 Each Order, provided it is within the Scope of the Services, becomes binding without any further need for acceptance by the Supplier;
- 2.3 The Supplier shall deliver the Services as set out in the Special Conditions of Contract and MRC/UVRI & LSHTM will pay the Price for the Services delivered and accepted in accordance with this Agreement;
- 2.4 The Price(s) in the Price Schedule will be fixed for the duration of the Agreement;

- 2.5 MRC/UVRI & LSHTM does not warrant or represent that it will have any particular requirements for any volume of Services from the Supplier or that it will source the Services exclusively from the Supplier;
- 2.6 Without prejudice to its other rights, MRC/UVRI & LSHTM may cancel, suspend or vary any Order, at any time, provided that MRC/UVRI & LSHTM gives the Supplier reasonable written notice. In the event of any cancellation, suspension or variation of the Order, MRC/UVRI & LSHTM will reimburse the Supplier for any reasonable charges or expenses it has incurred (being only charges or expenses to which the Supplier is committed, and which cannot be avoided, and are directly related to such cancellation, suspension or variation. The Supplier shall at all times use their best endeavours to mitigate any such charges or expenses;

3.0 Quality and Specifications

- 3.1 The Supplier must ensure that on delivery, and for a reasonable period after that, all Services supplied;
- 3.1.1** will, and their supply will, comply with the requirements of the Special Conditions of Contract and these Standard Terms and Conditions, with all other requirements reasonably made known to the Supplier in the Order or otherwise, and with all laws, rules, regulations and standards (including, without limitation, those relating to anti-corruption) which apply from time to time to the sourcing, supply or provision of the Services;
 - 3.1.2** will be of high quality, free from any defects and suitable for their intended purpose and delivered in a manner that is safe for the Supplier, the staff of MRC/UVRI & LSHTM and any third parties;
 - 3.1.3** will be supplied with proper and professional skill and care by personnel who are suitably skilled, experienced and qualified, and inputs which are of a high quality appropriate for the provision of the Services;
 - 3.1.4** will be in strict compliance with MRC/UVRI & LSHTM's performance criteria and specifications and shall comply with the requirements and standards of any consumer protection legislation in Uganda. Without limiting the generality of the foregoing, the Services will be of a quality that persons are generally entitled to expect. The Supplier shall indemnify MRC/UVRI & LSHTM against any liability for harm that is described under appropriate consumer protection legislation to the extent that such harm arises as a consequence of the provision or use of the Services;
- 3.2 The Supplier must conduct appropriate checks and undertake appropriate quality control and quality assessment procedures to ensure that it complies with the requirements of clause 3.1 and, at the MRC/UVRI & LSHTM's request, must send to MRC/UVRI & LSHTM, current copies of all relevant certificates, licenses and approvals. The Supplier further agrees to comply with any reasonable request of MRC/UVRI & LSHTM's staff to inspect or audit the Supplier's operations or facilities.
- 3.3 The Supplier must store and transport all products for use in delivering the Services, in accordance with any requirements in this Agreement and/or the relevant Order and all relevant laws, rules, regulations, and standards, and otherwise in suitable conditions necessary to maintain their quality and security at all times prior to their delivery.

3.4 The Supplier must ensure that his agents do not make unnecessary noise and do not cause any disruptions or disturbances of the day-to-day functions in office and laboratories proximate to the site.

3.5 The Supplier warrants that:

3.5.1 whilst at any MRC/UVRI & LSHTM site, MRC/UVRI & LSHTM has the right to and shall ensure that the Supplier's employees, agents, sub-contractors and representatives ("Agents") shall comply with:

3.5.1.1 any occupational health and safety legislation existing in Uganda, including any MRC/UVRI & LSHTM health and safety policies and security requirements, in force from time to time; and

3.5.1.2 all reasonable requirements and procedures made known to the Supplier by MRC/UVRI & LSHTM concerning conduct at any of MRC/UVRI & LSHTM's sites or premises;

3.5.1.3 it is, and its agents will be, when appointed by the Supplier (if relevant), insured for Workers' Compensation incidents, in accordance with the Workers Compensation Act 2000. The Supplier shall, if requested by MRC/UVRI & LSHTM, provide proof of such registration.

4.0 Delivery

4.1 The Supplier must deliver the Services, in full, to the place, and according to the timelines, specified in the Special Conditions of Contract or the relevant Order. Except as otherwise agreed in the Special Conditions of Contract, the Services shall be delivered DDP (delivery duty paid, Incoterms 2010) at such time and such place.

4.2 The Supplier must, relating to all products for use in providing the Services, provide MRC/UVRI & LSHTM with all shipping and other certificates, documents and data requested by MRC/UVRI & LSHTM, and must assist MRC/UVRI & LSHTM to obtain any other documents reasonably required by it.

4.3 MRC/UVRI & LSHTM undertakes to enable efficient unloading of any products for use in providing the Services at the delivery location to enable easy inspection of the products, if required, as well as timely provision of the Services.

4.4 The Supplier must notify MRC/UVRI & LSHTM immediately if it has any reason to believe any products for use in providing the Services, may not comply with any required standards, or it cannot deliver the Services on time.

5.0 Payment and Invoicing

5.1 The Supplier must invoice MRC/UVRI & LSHTM, monthly in arrears for its charges, costs, together with details required by MRC/UVRI & LSHTM of the time and materials used). The Supplier must obtain prior written approval from MRC/UVRI & LSHTM before incurring any costs, expenses or disbursements that are not included under the description of the Services.

5.2 In consideration of the supply of the Services by the Supplier, MRC/UVRI & LSHTM shall pay the invoiced amounts to a bank account nominated in writing by the Supplier within thirty (30) days (unless otherwise agreed in writing between the Supplier and MRC/UVRI & LSHTM) of the date of a correctly rendered and undisputed invoice received by MRC/UVRI & LSHTM.

- 5.3 Where MRC/UVRI & LSHTM, acting reasonably, believes that the terms of this Agreement are no longer as favourable as those available to other customers of the Supplier, provided that the prices or terms in question apply to Services substantially similar to the Services supplied under this Agreement:
- 5.3.1** MRC/UVRI & LSHTM will notify the Supplier, specifying areas in which it believes the terms offered by the Supplier are no longer as favourable as would be required; and
 - 5.3.2** the Supplier shall, within 14 days submit a proposal to MRC/UVRI & LSHTM setting out what actions it proposes to take in order to ensure that this clause 5.3 is complied with; and
 - 5.3.3** if MRC/UVRI & LSHTM accepts the proposal submitted, this Agreement will be deemed to be amended accordingly; or if MRC/UVRI & LSHTM rejects the proposal submitted, MRC/UVRI & LSHTM may either require the Supplier to submit a revised proposal, or may terminate this Agreement on thirty (30) days written notice.
- 5.4 Without prejudice to MRC/UVRI & LSHTM's ability to source and purchase new Services or product designs from Third Parties, the Supplier will, upon request, provide MRC/UVRI & LSHTM with competitive quotations for new Services or new product designs and, unless advised to the contrary in writing by MRC/UVRI & LSHTM, use a similar pricing structure to that applied under this Agreement.
- 5.5 Without prejudice to its other rights and remedies, MRC/UVRI & LSHTM may set-off and deduct from the sums due to the Supplier, the sums (whether liquidated or not) owed by the Supplier to it, irrespective of whether the liability to pay those sums arose under this Agreement or not.
- 5.6 MRC/UVRI & LSHTM may withhold any disputed amount of any invoice until the dispute has been finally resolved.
- 5.7 All taxes arising under this Agreement in respect of income, cooperation, social security, payroll or otherwise are solely the responsibility of the Supplier;

6.0 MRC/UVRI & LSHTM Remedies

- 6.1 The provisions of clauses 6.2, 6.3 and 6.4 below are without prejudice to any other right of MRC/UVRI & LSHTM.
- 6.2 MRC/UVRI & LSHTM may reject all or any part of the Services on or within 14 days of delivery if not delivered wholly in accordance with this Agreement and/or the relevant Order, or up to 12 months after delivery if the Services do not comply with the requirements of this Agreement and/or the relevant Order, and if it does so MRC/UVRI & LSHTM will not be obliged to pay the Supplier for the rejected Services and the Supplier will be obliged to remove and dispose of any rejected items at the Supplier's own expense;
- 6.3 The Supplier must assign to MRC/UVRI & LSHTM the benefits of any warranties or guarantees received from any Third Party manufacturer/s of any products used in delivering the Services.
- 6.4 If MRC/UVRI & LSHTM becomes aware that the Supplier has not delivered, or will not deliver, the Services wholly in accordance with the Agreement, MRC/UVRI & LSHTM may, in its discretion, do any or all of the following:
- 6.4.1** require the Supplier to deliver according to alternative timescales or locations;

- 6.4.2** where the Services have been delivered which do not accord with the Special Conditions of Contract and/or the Order, require the Supplier to deliver replacement products/ Services;
- 6.4.3** terminate the Agreement (or that part to which the non-delivery relates);
- 6.4.4** obtain the Services from another source and the Supplier shall reimburse any additional costs incurred in excess of the Price.

7.0 INSURANCE

- 7.1 The Supplier shall be responsible for effecting and maintaining, at no cost to MRC/UVRI & LSHTM, the following insurance cover, for the duration of this Agreement, or such longer period as is specified below:
 - 7.1.1** Workers' compensation or employer's liability as required by the Workers' Compensation Act 2000.
- 7.2 The Supplier shall procure that insurances required in clause 7.1 shall:
 - 7.2.1** be purchased and maintained with insurers that are appropriately licenced by the Insurance Regulatory Authority of Uganda for the type of insurance required.
- 7.3 The Supplier shall provide to MRC/UVRI & LSHTM, on request, a broker's verification of insurance to demonstrate that the required cover is in place, together with confirmation that the relevant premiums have been paid.
- 7.4 If for whatever reason the Supplier fails to effect and maintain the required insurances, MRC/UVRI & LSHTM may make alternative arrangements to effect cover and recover any costs incurred from the Supplier.
- 7.5 The terms of any insurance or the amount of any cover shall not relieve the Supplier of any liability under this Agreement.

8.0 RISK AND TITLE

- 8.1 The risk of loss of, or damage or destruction to, any products shall be borne by the Supplier until Services are delivered in accordance with this Agreement. If for whatever reason the Supplier fails to effect and maintain the required insurances, MRC/UVRI & LSHTM may make alternative arrangements to effect cover and recover any costs incurred from the Supplier.
- 8.2 Provision of the Services will be deemed to have been completed, free of any lien or encumbrance on the earlier of delivery or payment for the Services, and includes but is not limited to, all copyrights, patent rights, trademark rights and know-how connected with the Services, as well as the right to modify and further assign the Services.

9.0 ETHICAL TRADING

- 9.1 The Supplier is and will remain in compliance with all applicable anti-corruption laws. The Supplier will not, and nor will any of its associated parties, directly or indirectly, make or offer any payment, gift or other advantage with respect to any matters which are the subject of this Agreement which (i) would violate any anti-corruption laws or regulations applicable to Supplier or MRC/UVRI & LSHTM; (ii) is intended to, or does, influence or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the

recipient to accept; (iii) is made to or for a Public Official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper ("Corrupt Act").

9.2 The Supplier undertakes not to seek, directly or indirectly, improperly or corruptly to influence or attempt to influence a Public Official, or an Associated Party of a sub-contractor, to act to the advantage of the Supplier or MRC/UVRI & LSHTM in connection with the supply of the Services under this Agreement, or otherwise to perform their duties improperly, and not to use any of the proceeds of any payments made under this Agreement, directly or indirectly, for this purpose or otherwise for the purpose of or in connection with any Corrupt Act. For the purposes of this clause, "Public Official" includes, without limitation, any person holding or acting on behalf of a person holding legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a state owned or public enterprise, a public international organisation, any district or local government department or agency, any political party, or any candidate for political office.

9.3 To the best of the Supplier's knowledge and belief, and save as disclosed to MRC/UVRI & LSHTM (and to the extent that disclosure is not infringing applicable laws), neither the Supplier nor any of its associated parties has in the 10 years prior to the date of this Agreement and at any time after:

9.4 been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct);

9.5 admitted to having engaged in any Corrupt Act (or similar conduct);

9.6 been investigated in any jurisdiction of having engaged in any Corrupt Act (or similar conduct); or

9.7 The Supplier agrees that if, at any time, it becomes aware that any of the representations set out in this clause 9 are no longer correct, it will notify MRC/UVRI & LSHTM of this immediately in writing.

9.8 During the term of this Agreement, the Supplier shall (i) properly and accurately record in its Books and Records any payments made by the Supplier or its Associated Parties on behalf of MRC/UVRI & LSHTM, in connection with the supply of the Products / Services to MRC/UVRI & LSHTM under this Agreement, or out of funds provided by MRC/UVRI & LSHTM ("transaction records"); (ii) provide the transaction records and/or any other such information as MRC/UVRI & LSHTM may reasonably require by notice in writing in order to monitor the Supplier's compliance with its obligations under this clause. For the purpose of this sub-clause 9.9, "Books and Records" shall be deemed to include, without limitation, corporate records, bank statements, books of account, supporting documentation and other records and documentation, whether in paper or other form. The Supplier will promptly provide any information reasonably requested by MRC/UVRI & LSHTM in relation to the Supplier's anti-corruption programme and other controls related to corruption and cooperate fully in any investigation by MRC/UVRI & LSHTM of any suspected breach of this clause.

9.9 If the Supplier believes that production or delivery of the Services has been or may be delayed because of demands for illegal payments from Public Officials or other third parties, the Supplier must notify MRC/UVRI & LSHTM immediately of any such demands. MRC/UVRI & LSHTM and its Agents will make no such payments unless an individual's personal safety is at risk. The Supplier will take all reasonable steps to complete production and delivery of the Services as quickly as possible without making illegal payments, but the Supplier will not be in breach of delivery timing requirements under this Agreement to the extent (and for the length) of any reasonable delay caused by the Supplier's failure to make illegal payments, provided that the reasons for, and extent of, such delay have been communicated to MRC/UVRI & LSHTM.

9.10 MRC/UVRI & LSHTM reserves the right to hold the Supplier responsible for the reasonable costs of any on-going compliance and risk assessments regarding the Supplier, including the investigating and closing of any non-compliance issues. The Supplier will also bear the cost of any ethically related on-site audit and/or, as the case may be, any re-audit in the event of non-compliance.

9.11 The Supplier or their agent is expected to conduct business pertaining to this Agreement in an ethical manner. Any proof of misconduct, bribery, canvassing, fraud, dishonesty and any such unbecoming behaviour will lead to instituting of legal proceedings against the Supplier and immediate termination of the contract.

10.0 INTELLECTUAL PROPERTY

10.1 In this Agreement, "MRC/UVRI & LSHTM Property" includes any materials or intellectual property (including, without limitation, any trade mark, brand, logo, design or patent) provided to the Supplier, by or on behalf of, MRC/UVRI & LSHTM.

10.2 The Supplier will only use MRC/UVRI & LSHTM Property as expressly authorised by the Special Conditions of Contract (or to the extent strictly necessary to deliver the Services) and will not acquire any rights in MRC/UVRI & LSHTM Property.

10.3 The Supplier warrants that any use of MRC/UVRI & LSHTM Property by the Supplier in accordance with the terms of this Agreement shall include the appropriate copyright notice and/or trademark legend and shall ensure that the Supplier uses MRC/UVRI & LSHTM Property only to any extent necessary regarding the delivery of the Services. Notwithstanding any MRC/UVRI & LSHTM approval, the Supplier shall be liable for any breach by any of its Agents, of the warranty contained in this clause and where any costs are incurred for reasonable remedial measures taken, the Supplier shall be liable for such costs.

10.4 If the Supplier creates anything using any MRC/UVRI & LSHTM Property or creates anything to the design or at the direction of MRC/UVRI & LSHTM, any and all intellectual property arising as a result will vest in MRC/UVRI & LSHTM and the Supplier waives any associated rights.

10.5 MRC/UVRI & LSHTM may use any Supplier intellectual property incorporated into the Services for all reasonable purposes.

- 10.6 The Supplier must ensure that the Services themselves and the use for which MRC/UVRI & LSHTM requires the Services do not infringe any intellectual property rights of any third party.
- 10.7 The Supplier shall indemnify MRC/UVRI & LSHTM from and against any and all claims, actions, legal proceedings, losses, damages and expenses (including attorney's fees and expenses) arising as a result of or in connection with any actual or alleged infringement of any intellectual property rights of a third party arising from the supply or use of the Services.

11.0 CONFIDENTIALITY AND INFORMATION

- 11.1 Neither party will disclose the other's Confidential Information to any other person, or use it for any purpose other than performing its obligations or exercising its rights under the Agreement (except as required by law or a regulatory authority).
- 11.2 For these purposes "Confidential Information" is that which;
- 11.2.1** relates to the business of MRC/UVRI & LSHTM;
 - 11.2.2** relates to the Supplier's business;
 - 11.2.3** relates to the contents of this Agreement; or
 - 11.2.4** is disclosed by one party to this Agreement to the other party and/or its associated parties ("the Recipient"), other than information that:
 - 11.2.4.1 was in the public domain at the time disclosed (unless the information disclosed was a compilation of such publicly available information in a form not previously known); or
 - 11.2.4.2 passes into the public domain after it has been disclosed without the Recipient being in breach of any obligation of confidence in the information; or
 - 11.2.4.3 is given to the Recipient by a Third Party who is lawfully entitled to disclose it and has no duty to respect any obligation of confidence in the information; or
 - 11.2.4.4 was known (or was independently generated) by the Recipient.

12.0 INDEMNITY

- 12.1 The Supplier shall indemnify, and keep fully indemnified, MRC/UVRI & LSHTM from and against any and all claims, actions, legal proceedings, losses, damages and expenses (including attorney's fees and expenses) arising as a result of or in connection with the Services, and MRC/UVRI & LSHTM's use of the Services in any reasonable manner, including those made by any Third Party.
- 12.2 Any injuries or fatalities to the Supplier's workers, MRC/UVRI & LSHTM staff or visitors, that is attributable to the Supplier's negligence, will be the responsibility of the Supplier. The Supplier shall be responsible to make good any compensations arising from any such claims by any party.

13.0 BREACH AND TERMINATION

- 13.1 MRC/UVRI & LSHTM may terminate this Agreement at any time without cause by giving not less than thirty (30) days' written notice to the Supplier.
- 13.2 In the event of a material breach of this Agreement by the Supplier, MRC/UVRI & LSHTM shall give the Supplier 14 days' written notice of such breach, and if the Supplier fails to remedy the breach forthwith to the satisfaction of

MRC/UVRI & LSHTM, MRC/UVRI & LSHTM shall have the right to terminate this Agreement immediately, without prejudice to its right to claim damages (contractual and / or delictual).

- 13.3 MRC/UVRI & LSHTM may terminate this Agreement in terms of clause 5.3; in terms of clause 6.4; in terms of clause 9.11; in terms of clause 13.1, or the Supplier becomes Insolvent or there is a change in the ownership, control or management of the Supplier; or for any other reason expressed for termination in this Agreement, all without prejudice to its right to claim damages (contractual and / or delictual).
- 13.4 For these purposes, a party shall be deemed "Insolvent" upon commencement of insolvency proceedings, or any arrangement with creditors, business rescue, winding up, dissolution, administration, liquidation, receivership (administrative or otherwise), bankruptcy, the suspension of payments, any form of seizure not lifted within 2 months, a moratorium of indebtedness, or any similar proceedings in any jurisdiction in each case in respect of that party.
- 13.5 The Supplier's only right of termination will be to terminate this Agreement if MRC/UVRI & LSHTM fails to pay an amount due under a valid invoice submitted by the Supplier (and the amount of such invoice is not subject to a genuine dispute), and that failure has not been rectified within 30 days of receipt of the second of two written notices being at least 14 days apart, requiring payment to be made.
- 13.6 Following termination or expiry of this Agreement (as the case may be) the Supplier must immediately return or, at MRC/UVRI & LSHTM's request, destroy all property, materials or records in its possession or under its control belonging or relating to MRC/UVRI & LSHTM to which the Agreement relates.
- 13.7 Should this Agreement terminate by the effluxion of time and the Supplier and MRC/UVRI & LSHTM continue to operate as if this Agreement is in force, and the parties fail to renew this Agreement, the parties shall be deemed to have entered into a periodic agreement on the same terms and conditions as this Agreement, subject to the right of MRC/UVRI & LSHTM to terminate on 30 days written notice to the Supplier.
- 13.8 The Supplier acknowledges that the termination of this Agreement in accordance with its terms shall simply be a termination of Services. MRC/UVRI & LSHTM shall not be obliged to take over the employment of the Supplier's employees and / or be liable for any claims by the Supplier's employees as a result of the termination of this Agreement. The Supplier shall at all times whether during or after termination or expiry of this Agreement indemnify, on an after tax basis, and keep indemnified MRC/UVRI & LSHTM against all losses, claims, damages, liabilities and expenses (including all reasonable legal fees on an attorney and own client basis) incurred by or awarded against MRC/UVRI & LSHTM arising out of or in relation to any claim or potential claim by the Supplier or any of its employees under any labour legislation in Uganda.

14.0 ARBITRATION

- 14.1 In the event of any dispute arising out of or in respect of this Agreement, or the breach, termination or invalidity thereof, then either party may give written notice to the other party to first endeavour to settle the dispute by mediation.
- 14.2 The parties may agree on the mediation procedure and on the mediator and, failing agreement within 7 days of such notice, the mediation shall take place in accordance with the United Nations Commission on International Trade Law

("UNCITRAL") Model Conciliation Rules and the mediator shall be appointed by the Centre for Arbitration and Dispute Resolution, Uganda.

- 14.3 If for any reason, including lack of co-operation by the parties, a dispute is not settled by mediation within 30 days of such notice in clause 1.48 the dispute shall be settled by arbitration.
- 14.4 The parties may agree on the arbitration procedure and on the arbitrator and, failing agreement within five (5) days of the exhaustion of the period referred to in clause 1.49, the arbitration shall take place in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute.
- 14.5 The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the Centre for Arbitration and Dispute Resolution, Uganda.
- 14.6 Unless agreed otherwise, the mediation and/or the arbitration shall be administered by the parties. The arbitration shall be held in Kampala, in the English language, without delay, with 1 arbitrator and with a view to it being completed within the most succinct amount of time possible.
- 14.7 Nothing in clauses 14.1 to 14.6 shall preclude either party from seeking interim and/or urgent relief from a court of competent jurisdiction, and the parties hereby consent to the jurisdiction of the High Court of Uganda.
- 14.8 The parties irrevocably agree that the decision in arbitration proceedings shall be final and binding upon the parties, shall be carried into effect, and may be made an order of any court of competent jurisdiction.
- 14.9 This clause is severable from the rest of this Agreement and shall remain effective between the parties even if this Agreement is terminated. To the extent that any dispute referred to determination in terms of this section 14 involves the withholding of payment of any amount otherwise due in terms of this Agreement by either party, where such amount is subsequently found to be properly due to the other party, the withholding party shall pay the disputed amount in full within 14 (fourteen) days following a determination that it was properly due together with interest thereon calculated at the Prime Rate.

15.0 ASSIGNMENT AND SUB-CONTRACTING

- 15.1 The Supplier may not cede or delegate, subcontract or otherwise transfer, in any manner whatsoever, its rights or obligations under this Agreement without MRC/UVRI & LSHTM's written consent.
- 15.2 MRC/UVRI & LSHTM, may at any time cede or assign, subcontract or otherwise transfer, in any manner whatsoever, its rights or obligations under this Agreement, or any of the rights arising out of or in connection with it, in whole or in part, at any time and on more than one occasion to any successor-in-interest or title to that part of MRC/UVRI & LSHTM's business to which this Agreement (or the relevant part of it) is relevant (and such transferee may do the same) in each case without any further consent from the Supplier and the Supplier will, at MRC/UVRI & LSHTM's request, execute all documents and do all acts that may be required for the purpose of transferring the full benefit and burden of the provisions of this Agreement under this section 15.

16.0 VARIATION AND WAIVER

- 16.1 Any variation of, or amendment to, this Agreement is only valid if it is in writing and signed by authorised representatives of MRC/UVRI & LSHTM and the Supplier.
- 16.2 No failure or delay by any party to exercise any right, power or remedy (and in particular, without limitation, no acceptance of late, incomplete or defective deliveries) will operate as a waiver of this Agreement nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy (whether provided by law, equity or this Agreement).

17.0 NOTICES

- 17.1 All notices served under this Agreement must be in writing and may be served:
- 17.1.1** personally, or
 - 17.1.2** by post, email, or other commercially reasonable means, addressed to the served party's last known place of business or to the last known place of residence of the owner or any of the partners thereof, or
 - 17.1.3** to the registered office in Uganda, of such company.
- 17.2 Either party may change its contact details by formally notifying the other party in writing, which change shall be effective no less than 14 days after receipt by the other party of the notification.
- 17.3 Any notice is deemed to be received:
- 17.3.1** upon receipt, in the case of deliveries by hand during business hours, or by prepaid registered mail; and
 - 17.3.2** on the next "Business Day" (being a day on which banks in the principal place of business of MRC/UVRI & LSHTM are open for over the counter banking business, except a Saturday, Sunday or public holiday) following the date of electronic communication.

18.0 ENTIRE AGREEMENT

- 18.1 This Agreement contains the entire agreement of the parties and supersedes all prior agreements, understandings or arrangements relating to the relevant subject matter of this Agreement.
- 18.2 The Supplier acknowledges that MRC/UVRI & LSHTM employees are not authorised to bind MRC/UVRI & LSHTM by any oral agreement at variance with the terms and conditions of this Agreement.
- 18.3 Nothing in this Agreement excludes or restricts either party's rights, remedies or liability regarding fraud or any misrepresentations made by, or on behalf of, the other.
- 18.4 This Agreement does not establish a partnership, a joint venture or the relationship of principal and agent

19.0 JURISDICTION

- 19.1 This Agreement is governed by the laws of the Republic of Uganda.
- 19.2 All claims arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of the Republic of Uganda.