

Wellcome General Terms and Conditions

1. APPLICATION AND INTERPRETATION OF GENERAL TERMS AND CONDITIONS

1.1 **These General Terms and Conditions shall apply to any contract or agreement to which they are stated to apply, including the Agreement. They shall apply to the entire exclusion of all other terms and conditions except those which are expressly referred to in the Agreement.**

1.2 **Any terms or conditions contained in the Supplier's quotation, acknowledgment or acceptance of order, specification or proposed by the Supplier in any other way shall not form part of the Agreement and the Supplier agrees that it shall not rely on such terms and conditions.**

1.3 In these General Terms and Conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, extended, re-enacted or replaced, and shall include all subordinate legislation made under that statute or statutory provision. The headings in these General Terms and Conditions do not affect their interpretation.

1.4 The Agreement shall be read and interpreted according to the following descending order of priority: (i) the Order (ii) any Supplementary Terms and Conditions (iii) the General Terms and Conditions.

2. COMMENCEMENT AND DURATION

The Agreement shall commence on the date when it has been entered into by both Parties (**Commencement Date**) and shall continue, unless terminated earlier in accordance with Clause 14, until both Parties have discharged their obligations under the Agreement when it shall terminate automatically without notice.

3. PERFORMANCE

3.1 Any services supplied under the Agreement shall: (i) be carried out with reasonable skill, care and diligence and otherwise in accordance with the standards reasonably to be expected of a competent service provider and best industry practice by appropriately skilled and qualified personnel; ii) be carried out by the personnel stated in the Order (where applicable); iii) be carried out at the times and on the dates (where applicable) and within the time frame specified in the Agreement; and (iv) conform to the description, specification and any other particulars stated in the Agreement.

3.2 Any goods supplied under the Agreement shall: (i) conform to the description, specification and quantity stated in the Agreement; (ii) comply with all statutory requirements that are in force at the time of delivery of the goods; and (iii) be delivered in accordance with the requirements for delivery set out in the Order.

3.3 If the Deliverables are not delivered on the due date then, without prejudice to any other rights which it may have, Wellcome may:

- i) agree to delivery of the Deliverables on an alternative delivery date;
- ii) cancel the Order in whole or in part;
- iii) refuse to accept any subsequent delivery, or further performance or execution of the Deliverables which the Supplier attempts to make;
- iv) recover from the Supplier any expenditure reasonably incurred by Wellcome in obtaining deliverables in substitution from another supplier;
- v) claim damages for any reasonable additional costs, loss or expenses incurred by Wellcome which are in any way attributable to the Supplier's failure to deliver, execute or perform the Deliverables on the due date.

3.4 Subject to the Supplier's obligations to Wellcome, which take priority, the Supplier may engage in other business activities which are consistent with, and do not conflict in any way with, the provision of the Deliverables to Wellcome.

4. RISK, PROPERTY, ACCEPTANCE AND REJECTION

4.1 Risk in any Deliverables that are goods shall, without prejudice to any other rights or remedies of Wellcome, pass to Wellcome at the time of acceptance of the delivery of the goods at Wellcome. Title shall pass to Wellcome upon payment of the Charges.

4.2 Wellcome shall not be taken to have accepted any Deliverables until it has had ten (10) Business Days after delivery to inspect them. During this period and without prejudice to any other rights Wellcome may have under the Agreement, any goods supplied under the Agreement that are damaged or have suffered damage

during manufacture which could not reasonably be discerned from inspection on delivery, or which are otherwise not in accordance with the Agreement, shall be returnable to the Supplier, whereupon Wellcome shall have the option to either accept a replacement or terminate the Agreement in accordance with Clause 14.1 i).

4.3 Following the period stated in Clause 4.2, and without prejudice to any other rights Wellcome may have under the Agreement, where any Deliverables fail to conform to the description and/or specification stated in the Agreement, or are otherwise in breach of the Agreement, Wellcome may by written notice to the Supplier reject all or any of the Deliverables and the Supplier shall at Wellcome's option either repair or replace Deliverables that are goods or rectify Deliverables that are services or works rejected by Wellcome with goods, services or works (as the case may be) which in all material respects conform to the Agreement, or otherwise promptly credit Wellcome with the invoiced price of the non-confirming Deliverables.

5. PRICE AND PAYMENT

5.1 The Charges shall remain firm for the duration of the Agreement.

5.2 On completion of delivery of the Deliverables or as otherwise set out in the Order, the Supplier shall invoice Wellcome for the Charges. Wellcome shall pay the Supplier the total amount of Value Added Tax (VAT) properly chargeable on the supply of the Deliverables upon receipt of a tax invoice in accordance with Regulations 13-14 of the VAT Regulations 1995.

5.3 If the invoice is one which, under the Agreement, the Supplier was entitled to submit and it is a valid and correct invoice and the Deliverables have been provided to the satisfaction of Wellcome, the final date for payment of an invoice by Wellcome shall be thirty (30) days from receipt by Wellcome of that invoice.

5.4 If a Party fails to make any payment due to the other Party under this Agreement by the due date for payment, then without limiting the other Party's remedies, the defaulting Party shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting Party shall pay the interest together with the overdue amount.

5.5 **The Supplier warrants that Wellcome will not be a "client" for the purposes of Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (the "Act") and accordingly that Wellcome will not be obliged to make any determinations under the Act in respect of any "contract workers" (as defined in the Act). The Supplier will be fully responsible for and shall indemnify, keep indemnified and hold harmless Wellcome for and in respect of:**

- i) **any income tax or National Insurance or similar contributions arising in consequence of the Charges or any other payments made in connection with any services provided under this Agreement together with any penalty, fine, interest, expense, cost or charge incurred or payable by Wellcome in connection with such liabilities, including any such liability for which Wellcome becomes liable in connection with the failure by any other person to satisfy such liability (to the extent that such recovery is not prohibited by law); and**
- ii) **any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier or any personnel of the Supplier against Wellcome arising out of or in connection with any services provided under this Agreement or their termination.**

6. RIGHTS OF SET-OFF

Wellcome may set off against, or deduct from, any payment due by Wellcome to the Supplier any sums that the Supplier owes to Wellcome.

7. DATA PROTECTION

Where the Supplier is processing Personal Data (as defined in the attached Data Protection Schedule), provided by or on behalf of Wellcome or otherwise accessed or obtained in the course of providing the Deliverables, the terms of the Data Protection Schedule shall apply.

8. CONFIDENTIALITY

8.1 Each Party undertakes that it shall not at any time during the Agreement, and for a period of two (2) years after termination of the

- Agreement, disclose to any person any Confidential Information of the other Party except as permitted by Clause 8.2.
- 8.2 Each Party may disclose the other Party's Confidential Information: (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Agreement. Each Party shall procure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this Clause 8; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and (iii) with the prior written consent of the other Party.
- 8.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under the Agreement.
9. **INTELLECTUAL PROPERTY**
- 9.1 The Background Intellectual Property belonging to each Party shall remain vested in the Party owning it.
- 9.2 Supplier hereby grants to Wellcome a free, worldwide, non-exclusive, perpetual and irrevocable licence (together with the right to sub-licence) to use Supplier's Background Intellectual Property solely as needed to make use of the Deliverables.
- 9.3 All Foreground Intellectual Property shall become the property of Wellcome on its creation and the Supplier irrevocably assigns, and shall procure the assignment of, any existing and future Foreground Intellectual Property Rights to Wellcome with full title guarantee. The Supplier waives any and all of its moral rights in relation to the Foreground Intellectual Property.
- 9.4 Wellcome hereby grants to Supplier a free, worldwide, non-exclusive licence to use Wellcome's Background Intellectual Property and Foreground Intellectual Property, solely as needed for the Supplier to perform its obligations under the Agreement. This licence will automatically terminate on the termination or expiry of the Agreement.
- 9.5 Save as permitted by Clause 9.2, neither Party shall use the name, logo, trademarks or other brand collateral of the other Party without the owning Party's prior written consent.
- 9.6 The Supplier warrants and undertakes to Wellcome that:
- the manufacture, creation, supply and use of the Deliverables will not in any way constitute an infringement or other violation of any IP Rights of any third party;
 - it owns or has obtained valid licences of all IP Rights which are necessary to the performance of any of its obligations under the Agreement;
 - the Foreground Intellectual Property created by the Supplier (including any subcontractors) will be original and has not and will not be licensed or assigned to any third party, save as requested or approved by Wellcome in writing; and
 - it shall assign or grant a licence to use, as the case may be, to Wellcome upon request, all such rights as it may have under any third party agreement (where applicable) as may be necessary for Wellcome's use of the Deliverables.
10. **INDEMNITY**
- Unless otherwise stated in the Order, the Supplier shall indemnify, keep indemnified and hold harmless, Wellcome in respect of any and all damages, costs, claims, liabilities, expenses, losses (excluding indirect or consequential loss) and demands incurred by Wellcome, as a result of the Supplier's breach of Clause 9.6 i) of this Agreement or as a result of personal injury or death caused by the Supplier's negligence.
11. **INSURANCE**
- The Supplier warrants and undertakes to Wellcome that it has obtained and shall maintain in force for the term of the Agreement and for the period of 12 months after its termination, all relevant policies of insurance necessary or prudent for it to obtain in providing the Deliverables. The Supplier shall provide Wellcome with evidence of such policies of insurance on reasonable request.
12. **SUPPORTING INFORMATION**
- Wellcome (and its authorised representatives) may request copies of the Supplier's records relevant to this Agreement at any time on reasonable prior written notice for purposes of assessing the Supplier's performance under the Agreement.

13. **HEALTH, SAFETY, ENVIRONMENT AND SAFEGUARDING**
- 13.1 When on Wellcome premises, the Supplier agrees to comply with Wellcome's health and safety and environment policies and associated guidance including Wellcome Health, Safety and Environment: Information and Guidelines for Contractors, which shall be provided by Wellcome, where applicable.
- 13.2 In the course of providing the Deliverables the Supplier undertakes to:
- exercise all reasonable due diligence in relation to monitoring for and being aware of any Safeguarding Incident(s);
 - immediately inform Wellcome in writing upon becoming aware of or being informed of any Safeguarding Incident(s); and
 - provide all assistance reasonably requested by Wellcome in relation to any Safeguarding Incident(s), including providing Wellcome with information required to enable Wellcome to complete its own risk assessment of any Safeguarding Incident(s) and satisfactorily report any Safeguarding Incident(s) to any regulator, supervisory authority, governmental agency or public authority (including the police or other enforcement authority) as may be required by law or best practice.
14. **TERMINATION**
- 14.1 Without affecting any other right or remedy available to the Parties, the Agreement may be terminated with immediate effect:
- by either Party on written notice to the other Party where the other Party commits a breach of warranty or any other material breach of any term of the Agreement and (if such breach is remediable) fails to remedy that breach within twenty (20) Business Days of being notified to do so;
 - by Wellcome on written notice to the Supplier where the Supplier repeatedly breaches any of the terms of the Agreement in a way that reasonably suggests it has no intention of giving effect to the terms of the Agreement;
 - by Wellcome on written notice to the Supplier where the Supplier breaches Clause 3.4 (Conflicts of Interest) or Clause 8 (Confidentiality).
 - by Wellcome on written notice to the Supplier where the Supplier (a) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (b) is unable to pay its debts as they fall due; (c) enters liquidation or winding up except for the purpose of a bona fide merger acquisition, reconstruction or amalgamation; or (d) circumstances arise which entitle a court or a creditor to appoint a receiver, a manager or administrator over the Supplier or over any or all of the Supplier's business or which entitle a court to make a winding-up order (except for the purpose of a bona fide merger, acquisition, reconstruction or amalgamation).
- 14.2 Without affecting any other right or remedy available to it, Wellcome may terminate the Agreement for convenience on giving not less than ten (10) Business Days' written notice to the Supplier provided that Wellcome shall pay the Supplier for all Deliverables delivered or completed in accordance with the Agreement (but not already paid for) at the termination date; or if not due to be delivered or completed at the termination date, a fair and reasonable sum in respect of the progress made by the Supplier on the Deliverables as at the termination date.
15. **CONSEQUENCES OF TERMINATION**
- 15.1 On termination of the Agreement:
- the Supplier shall immediately cease all work and return all Wellcome property, including all Wellcome Data which the Supplier shall (at Wellcome's option) either return or delete;
 - Wellcome may reject all or any part of the Deliverables and where possible return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Deliverables so returned shall be paid forthwith by the Supplier; and
 - the Supplier shall within twenty (20) Business Days of the date of termination refund to Wellcome all prepaid Charges for Deliverables yet to be provided under the Order.
- 15.2 On termination or expiry of the Agreement Clauses 7, 8, 9, 10, 11, 14.2, 15, 16 and Clauses 19-24 inclusive shall continue in force.
16. **APPLICABLE LAW AND POLICY**
- In obtaining the Agreement, the Supplier warrants that neither it nor any Supplier personnel has done, and in performing its obligations under the Agreement, shall not do, any act or thing or engage in any conduct that contravenes any Wellcome policy, standards or guidelines, including but not limited to Wellcome's Bullying,

- Harassment and Sexual Harassment Policy, or any applicable laws and/or regulations, including but not limited to the Bribery Act 2010, the Equality Act 2010 and the Modern Slavery Act 2015.
17. **FORCE MAJEURE**
- Neither Party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from a Force Majeure Event. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for ten (10) Business Days, the Party not affected may terminate the Agreement by giving five (5) Business Days written notice to the affected Party.
18. **ASSIGNMENT AND OTHER DEALINGS**
- 18.1 The Supplier shall not assign, transfer, sub-contract or similarly deal with any of its rights and obligations under the Agreement without Wellcome's prior written consent (which Wellcome may withhold in its absolute discretion).
- 18.2 If the Supplier is permitted to assign or subcontract any of its obligations under the Agreement the assignment or subcontract shall not relieve the Supplier of its obligations to Wellcome under the Agreement.
- 18.3 Wellcome may assign or transfer any of its rights or obligations under the Agreement to another company within the Wellcome group and may subcontract any of its rights or obligations under the Agreement.
19. **ANNOUNCEMENTS AND PUBLICITY**
- Unless otherwise provided for in this Agreement, the Supplier shall not make, or permit any person to make, any public announcement concerning the Agreement or the Deliverables without the prior written consent of Wellcome.
20. **NOTICES**
- 20.1 Any notice given to a Party under or in connection with the Agreement shall be in writing addressed to the Party representative named in the Order and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business (where the organisation is not a limited company), or sent by email including text in the subject line of the e-mail identifying the contents of the email as a formal notice given under the Agreement. Notice of any proceedings or other documents in any legal action may not be served by way of email.
- 20.2 The contact names and addresses for service of a notice (which may be amended by notice from time to time) are set out in the Order.
- 20.3 Any notice shall be deemed to have been received (i) if delivered by hand, on signature of a delivery receipt or (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or (iii) if sent by email, on the Business Day of sending the notice to the correct email address (as provided by the intended recipient Party) if sent between 09.00 and 17.00 on a Business Day or on the following Business day if sent after 17.00.

DEFINITIONS

Agreement: together, these General Terms and Conditions, an Order, any amendments to these General Terms and Conditions and any Supplementary Conditions set out in the relevant Order, and any annexes attached to the relevant Order.

Background Intellectual Property: any and all IP Rights, other than Foreground Intellectual Property, owned by a Party or over which a Party has rights.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are closed for business, excluding days nominated by Wellcome on reasonable notice for planned closure of its offices.

Charges: the charges for the Deliverables set out in the Order.

Confidential Information: the content of the Agreement and any information, including Wellcome Data, in whatever form (including in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, suppliers, products, affairs and finances, business proposals of either Party for the time being confidential to a Party

21. ENTIRE AGREEMENT

21.1 The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each Party acknowledges to the other that it has not been induced to enter into this Agreement by any representation, warranty or undertaking by or on behalf of the other Party or any other person save for those contained in the Agreement.

22. GENERAL

22.1 No variation of the Agreement shall be effective unless it is in writing and signed by the Parties' authorised representatives.

22.2 No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

22.3 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Agreement.

22.4 Each right or remedy of Wellcome under the Agreement is in addition and without prejudice to any other right or remedy of Wellcome, whether under the Agreement or at common law or under statute, and in no way limits these other rights.

22.5 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent, worker or employee of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party and neither Party shall hold itself out as such.

22.6 No term of the Agreement may be enforced by a third party solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

23. DISPUTE RESOLUTION

The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement, within ten (10) Business Days of a Party giving notice of such a dispute to the other Party, through negotiations between the Parties' representatives as referred to in the Order. If the dispute is not resolved within that time, the dispute shall be referred to a more senior officer from each Party who shall have a further ten (10) Business Days within which to resolve the dispute. If the dispute still remains unresolved ten (10) Business Days after referral to senior officers, the dispute shall be resolved in accordance with Clause 24.

24. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this Agreement shall be exclusively governed by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the Courts of England and Wales.

and trade secrets or commercially-sensitive information including technical data and know-how relating to the business of a Party, of any member of the group of companies to which the Party belongs or of any of their suppliers, customers, agents, distributors, shareholders, management or business contacts and including information that the Supplier creates, develops, receives or obtains in connection with the Agreement, whether or not such information (if in anything other than oral form) is marked confidential.

Deliverables: the goods and/or services to be supplied, or the work(s) to be undertaken, by the Supplier described in the Order, as applicable.

Force Majeure Event: any circumstances beyond the reasonable control of either Party and which occur after the date of the Order (or, if earlier, the date on which the Supplier commenced providing the Deliverables) and whose effects are not capable of being overcome without causing unreasonable expense or loss to the Party affected. Force Majeure will include but not be limited to: war and other hostilities, riots, fire, flood, earthquake or other natural disaster or act of God, civil disturbance, terrorist activity, interruption or failure of utility service, disease epidemic or pandemic. A Force Majeure Event will not include any industrial action occurring within the Supplier's (or any sub-contractor of the Supplier) organisation.

Foreground Intellectual Property: any and all IP Rights arising from, made, conceived, generated, developed or first reduced to practice (in whole or in part) by Wellcome or the Supplier (and any assignees or subcontractors permitted under Clause 18) in connection with the Agreement.

Harm, any sexual harassment; abuse and exploitation; negligent treatment; physical or emotional abuse; bullying or harassment; health and safety; commercial exploitation; extremism and radicalisation; forced marriage; child trafficking; female genital mutilation; discrimination on any of the grounds in the Equality Act 2010; people targeting Wellcome; a culture that may allow poor behaviour; and / or people abusing a position of trust.

IP Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: either the Order for Procurement of Deliverables or the purchase order, as applicable.

Order for Procurement of Deliverables: any front sheet to these General Terms and Conditions entitled "Order for Procurement of Deliverables".

Party: either of Wellcome and the Supplier and in the plural both of them.

Safeguarding Incident means any allegation(s) (or actual instance(s)) of Harm, abuse or misconduct in relation to, or any incident that may (or does) put at risk, an individual involved as part of this Agreement.

Supplementary Terms and Conditions: means any supplementary terms and conditions referred to in the Order.

Supplier: means the organisation, firm or company named as the Supplier in the Order who is to supply the Deliverables to Wellcome

Wellcome Data: means any and all data in any format which is provided by or on behalf of Wellcome to the Supplier or which is made available to the Supplier or to which the Supplier obtains access in the course of providing the Deliverables.

| DATA PROTECTION SCHEDULE | |
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| 1 | DEFINITIONS |
| 1.1 | In this Schedule, the following terms shall have the applicable meanings given to them. |
| | <p>"Controller" (or "data controller"), "Processor" (or "data processor"), "Data Subject", "international organisation", "Personal Data" and "processing" all have the meanings given to those terms in DP Laws (and related terms such as "process" shall have corresponding meanings);</p> <p>"DP Laws" means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy, and use of Personal Data, which may include: (i) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing Council Directive 2002/58/EC (ePrivacy Directive); and (ii) the General Data Protection Regulation of the European Parliament repealing Directive 95/46/EC ("GDPR"), and/or any corresponding or equivalent national laws or regulations, once in force and applicable, including in the UK, the Data Protection Act 2018 and the "UK GDPR" as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;</p> <p>"Protected Data" means Personal Data processed by the Supplier on behalf of Wellcome being information that is received from or otherwise obtained or created in connection with the performance of the Supplier's obligations under this Agreement;</p> <p>"Services" means any and all services to be provided by the Supplier under this Agreement; and</p> <p>"Supervisory Authority" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering DP Laws.</p> <p>To the extent that a term of this Schedule requires the performance by a party of an obligation 'in accordance with DP Laws' (or similar), this requires performance in accordance with such DP Laws as are in force and applicable at the time of performance and, if the relevant obligation is not then a requirement under applicable DP Laws, it shall not apply until such time as it is so required.</p> |
| 2 | OBLIGATIONS OF THE PARTIES |
| 2.1 | For Protected Data, Wellcome shall be the Controller and the Supplier shall be the Processor. Each party shall comply with DP Laws and its relevant obligations under this Schedule. |
| 2.2 | Where the Supplier processes Protected Data on behalf of Wellcome, the Supplier shall: |
| 2.2.1 | (and shall procure that any person acting under its authority who has access to Protected Data shall) process the Protected Data only on and in accordance with Wellcome's documented instructions (" Processing Instructions "); and |
| 2.2.2 | immediately inform Wellcome of any legal requirement under applicable law that would require the Supplier to |
| | process the Protected Data otherwise than only on the Processing Instructions; and |
| 2.2.3 | immediately inform Wellcome if any Processing Instructions infringe DP Laws. |
| 2.3 | The Supplier shall implement and maintain appropriate technical and organisational measures in relation to the processing of Protected Data by or on behalf of the Supplier: |
| 2.3.1 | such that the processing of the Protected Data will meet the requirements of DP Laws and ensure the protection of the rights of Data Subjects; and |
| 2.3.2 | so as to ensure a level of security in respect of Protected Data processed by it is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Protected Data transmitted, stored or otherwise processed. |
| 2.4 | The Supplier shall not engage another Processor to perform processing activities in respect of the Protected Data on behalf of Wellcome without Wellcome's prior written consent and, if Wellcome gives its consent, the Supplier shall appoint the sub-Processor under a binding written contract (" Processor Contract ") which imposes the same data protection obligations as are contained in this Schedule on the sub-Processor. The Supplier shall, where that sub-Processor fails to fulfil its data protection obligations in accordance with the Processor Contract, remain fully liable to Wellcome for the performance of that sub-Processor's obligations. |
| 2.5 | The Supplier shall ensure that Supplier personnel processing Protected Data have signed agreements requiring them to keep Protected Data confidential, and take all reasonable steps to ensure the reliability of Supplier personnel processing Protected Data, and that Supplier personnel processing Protected Data receive adequate training on compliance with this Schedule and DP Laws applicable to the processing. |
| 2.6 | The Supplier shall implement and maintain appropriate technical and organisational measures to assist Wellcome in the fulfilment of Wellcome's obligations to respond to any Data Subject requests relating to Protected Data. |
| 2.7 | The Supplier shall provide reasonable assistance, information and cooperation to Wellcome to ensure compliance with Wellcome's obligations under DP Laws with respect to: (i) security of processing; (ii) notification by Wellcome of breaches to a Supervisory Authority or Data Subjects; and (iii) data protection impact assessments and prior consultation with a Supervisory Authority regarding high-risk processing. |
| 2.8 | The Supplier shall not transfer any Protected Data to any country outside the United Kingdom or European Economic Area or to any international organisation without Wellcome's prior written consent and appropriate safeguards being in place in accordance with DP Laws. |
| 2.9 | In accordance with DP Laws, The Supplier shall allow for and contribute to audits, including inspections, conducted by Wellcome or another auditor mandated by Wellcome for the purpose of |

demonstrating the Supplier's compliance with its obligations under DP Laws and this Schedule.

- 2.10 The Supplier shall notify Wellcome of any Personal Data Breach (actual or suspected) without undue delay (but in any event within twenty four (24) hours after becoming aware of the breach) and with such details relating to the breach as Wellcome reasonably requires. **"Personal Data Breach"** means a breach of security or other action or inaction leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Protected Data.
- 2.11 The Supplier shall, without delay and on Wellcome's written request, either securely delete or return all the Protected Data to Wellcome after the end of the provision of the relevant Services related to processing.
- 2.12 The Supplier shall indemnify and keep indemnified Wellcome and each Wellcome Group Company in respect of all DP Losses suffered or incurred by, awarded against or agreed to be paid by Wellcome or a Wellcome Group Company, arising from or in connection with the Supplier acting outside or contrary to Wellcome's lawful instructions or any breach by the Supplier of its obligations under this Schedule. **"DP Losses"** means all liabilities, including:
- (i) costs (including legal costs), claims, demands, actions, settlements, charges, procedures, expenses, losses and damages; and to the extent permitted by applicable law: and
 - (ii) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority or any other relevant regulatory authority;
 - (iii) compensation to a Data Subject ordered by a Supervisory Authority, court or other tribunal of competent jurisdiction; and
 - (iv) the costs of compliance with investigations by a Supervisory Authority or any other relevant regulatory authority.