



**Purchasing Services**

Claverton Down  
Bath  
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United Kingdom

Telephone:

Email:

17<sup>th</sup> December 2019

Reference: New Supplier Form for Investigative Desk

**Supplementary Terms and Conditions of Contract.**

In order to ensure the University of Bath can comply with its obligations in the end contract with the Foundation, the Contractor confirms it will comply with the following project-specific terms and conditions:

**Foundation** means Bloomberg, who is providing the funding to the University for the project that will fund this Contract;

1. The Contractor recognises that it may have access to information belonging to the Foundation or to the University, which is of a proprietary or confidential nature and acknowledges that the information is proprietary, private and confidential. As such, the Contractor agrees to keep such information in strictest confidence and protect it from disclosure; provided that it may disclose such information as required by law. The Contractor hereby waives any and all right, title and interest in and to such proprietary information and agrees to return all physical copies, and destroy all electronic copies, of such proprietary information, except as otherwise agreed, upon the expiration or termination of this Contract.
2. The Contractor shall not make any statement or otherwise imply to donors, investors, media or the general public that the Foundation directly funds its activities.
3. To the extent that the Contractor provides any publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to this Contract (and works contained therein) or trademarked or copyrighted works to the University or the Foundation, the Contractor represents that it either owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sub-license) all such works or that legal exceptions and/or exemptions to copyright law apply which permit the use/incorporation of the third party material in the works without the express permission of the copyright owner. Furthermore, the Contractor provides to the University a perpetual, non-exclusive, worldwide, royalty-free and fully paid-up, sub-licensable license, or sub-license, as the case may be, to use, display, reproduce, publicly perform, and make derivative works of, all such works, regardless of whether such works were created with the Contract funding.
4. **No Tobacco Industry Relationships.** The Contractor warrants that it does not have any business relationship with and /or knowingly receive payment or other support from, any tobacco product manufacturer or wholesaler, or any parent, affiliate or subsidiary, or

organisation or foundation with majority support from any of the aforesaid entities, of a tobacco product manufacturer or wholesaler, or any person, interest group, advocacy organization or other business or organization (other than a law firm, advertising agency or accounting firm) that represents the interests of the tobacco industry, has not done so in the past five years, and will not enter into any such relationship during the duration of the Contract or for one year thereafter. In the event that the Contractor fails to comply with this provision, the University (i) may terminate this Contract and (ii) has the right to demand and receive back all of the funds paid to the Contractor, plus interest, as liquidated damages. This provision shall remain in force for one year after the duration of the Contract.

5. The Contractor hereby grants to the University a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, display, perform, edit, adapt, create derivative works from and otherwise exploit and sub-license, in all languages and all media now known or hereafter developed, all written work or other materials of any nature created by it under this Contract.
6. **Prohibition on Lobbying and Other Compliance with Tax Laws.** The Contractor warrants that it will not use the funding from the Contract for any of the following:
  - a) to carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;
  - b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
  - c) to engage in activities that require any person actively involved in the Program to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or
  - d) to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters or encourage the general public or any segment thereof to vote in a specific election.
7. **Warranty/Indemnity** The Contractor represents, warrants and covenants that any and all written work or other materials of any nature created by it under this Agreement is original and that it is the sole creator of that work, except for any material incorporated into the work created or owned by third parties, either from whom the Contractor has obtained or will obtain, at its expense, all licenses necessary to incorporate and use such third-party material in the work, including the right to sub-license to the University such material incorporated into the work or where legal exceptions and/or exemptions to copyright law apply which allow the use/incorporation of the third party material without the express permission of the copyright owner. The Contractor further represents, warrants and covenants that, to the best of its knowledge, the work does not and will not contain any matter that is obscene or libellous, in violation of any copyright, trademark, proprietary right, or personal right of any third party, or otherwise violate any law. The Contractor will indemnify and hold the University, its licensees and assigns, harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising as a result of the breach or alleged breach of these representations, warranties and covenants.
8. **Nothing in this Contract limits or excludes the Contractor's liability for:**
  - a) Death or personal injury caused by negligence;
  - b) Any fraud or for any sort of liability that, by law, cannot be limited or excluded; or
  - c) Any gross negligence or wilful misconduct.

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**Supplier Name** hereby confirms acceptance of the terms of this letter.

Signed:.....

Name: .....

Title:

Date:

This document is to be returned and attached to a New Supplier Form where the engagement is funded from the Bloomberg Philanthropies grant.