

## Clifford Chance – Standard Conditions of Purchase for Goods and Services

### 1. Definitions

1.1 The following words and definitions have the following meanings:

**Affected Party:** has the meaning given in Clause 16.1;

**Affiliate:** in relation to a body corporate, an entity that: (i) owns or controls; (ii) is owned or controlled by; or (iii) is under common control or ownership with, in each case, the relevant Party. For these purposes, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

**Applicable Law(s):** all laws, enactments, rules, regulations, orders, regulatory policies, guidelines, industry codes of practice, regulatory permits and licences, and any mandatory instructions or requests of a regulator, in each case, which are in force from time to time and applicable to either Party;

**Breaching Party:** the Party that is not the Initiating Party;

**Bribery:** offering, promising or giving any financial or other advantage, directly or indirectly, to:

- (a) any person: (1) to induce or reward a third party in connection with the improper performance of any activity connected with their business or employment or of their public functions; or (2) where the acceptance of the financial or other advantage by that person would constitute the improper performance of any activity connected with their business or employment or of their public functions; or
- (b) any Public Official, or to any person at the request, or with the assent, of a Public Official, unless the Public Official is permitted or required to receive the financial or other advantage by any written law applicable to the Public Official,

in order (in either case) to retain business for Clifford Chance's Group or some advantage in the conduct of Clifford Chance's Group's business;

**Charge(s):** any charge or other fee payable by Clifford Chance to the Supplier as set out in the Order;

**Clifford Chance Service Recipient:** Clifford Chance and/or any Clifford Chance Affiliate to whom the Goods and/or Services are to be provided from time to time (as notified by Clifford Chance to the Supplier). If no Clifford Chance Service Recipient is notified to the Supplier, then it shall be deemed to be Clifford Chance;

**Clifford Chance's Supplier Code of Conduct:** the Clifford Chance policy made available to the Supplier from time to time (as amended and updated from time to time);

**Clifford Chance's Supplier Standards:** any Clifford Chance policy, procedure or guidance made available here: [[https://www.cliffordchance.com/about\\_us/who-we-are-and-how-we-work/policies/supplier-standards.html](https://www.cliffordchance.com/about_us/who-we-are-and-how-we-work/policies/supplier-standards.html)] (as amended and updated from time to time), including, but not limited to, Clifford Chance's Supplier Code of Conduct;

**Confidential Information:** all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party (the "Disclosing Party") to the other party (the "Receiving Party") whether before, on or after the Effective Date of the Order, including, without limitation, information relating to the Disclosing Party's products, services, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs and shall include these Terms;

**Contract Manager:** the Clifford Chance or Supplier representative, as the case may be and nominated in writing from time to time, who is responsible for the day-to-day management and governance of the Goods and/or Services in accordance with Clause 13.1;

**Created IP:** all Intellectual Property Rights that are created by the Supplier during the course of providing the Goods and/or Services and which are not generalised enhancements to the Supplier's pre-existing Intellectual Property Rights;

**Data Protection Law(s):** any Applicable Law relating to data protection or data privacy, including (where applicable), but not limited to, the GDPR;

**Data Security Incident:** has the meaning given in Clause 15.5(e);

**Disclosing Party:** in respect of any Confidential Information, the Party: (i) which discloses that Confidential Information; or (ii) whose Affiliate discloses that Confidential Information;

**Effective Date:** the date on which the Order is signed by both Parties;

**Expenses:** those items of out-of-pocket expenditure that the Supplier incurs in the delivery of Goods and/or performance of the Services, as applicable, in accordance with Clifford Chance's Supplier Standards and with the prior written approval of Clifford Chance;

**Force Majeure Event:** any circumstance not within an Affected Party's reasonable control, including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including, without limitation, imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; and (g) any labour or trade dispute, strikes, industrial action or lockouts (other than where affecting the Affected Party's own employees);

**GDPR:** the General Data Protection Regulation (EU) 2016/679, including any applicable amendment, re-enactment or replacement of it from time to time;

**Good Industry Practice:** the exercise of a high degree of skill, diligence, prudence and foresight that would reasonably be expected from a highly skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;

**Goods:** the goods set out in the Order;

**Group:** in respect of the Supplier, the Supplier and all of its Affiliates and, in respect of Clifford Chance, Clifford Chance LLP, any Affiliate of Clifford Chance LLP, any firm anywhere in the world which is controlled by Clifford Chance LLP or the partners in Clifford Chance LLP, or which trades under the name of or a name including "Clifford Chance" with the authorisation of Clifford Chance LLP, or which is treated as a subsidiary undertaking of Clifford Chance LLP for the purposes of its audited accounts, and includes Clifford Chance Newcastle Limited and the Clifford Chance Global Shared Services Centre currently located in India (for the purposes of this definition "Controlled" or "Control" means, in relation to a person or an entity, the direct or indirect ability to direct the affairs of that person or entity, whether by way of contract, ownership of shares, exercise of voting rights, power of attorney or otherwise);

**Individual Recipient:** any director, other officer, employee, subcontractor or (in the case of Clifford Chance only) client of the Receiving Party;

**Initial Term:** the initial term for the Goods and/or Services set out in the Order;

**Initiating Party:** has the meaning given in Clause 12.2;

**Intellectual Property Rights:** patents, trademarks, rights in respect of logos and get-up, trade names, designs, domain names, copyright, database rights, semiconductor topography rights, utility models, other intellectual or industrial property rights and any rights therein, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world, including any such rights which may now or in the future subsist;

**Key Personnel:** those persons identified by both Parties as being key to the success of the provision of the Goods and/or Services, and retained for the provision of the Goods and/or Services for such time as that person is required to perform the role allocated to them and shall include, but not be limited to, the Contract Manager;

**Modern Slavery:** forced, bonded or compulsory labour, or any other forms of slavery, child labour or human trafficking;

**Notice:** a notice under or in connection with Clause 23 of these Terms ;

**Order:** any request or order from Clifford Chance LLP to the Supplier for the supply of stipulated Goods and/or Services in such a form as Clifford Chance may determine from time to time, including these Terms;

**Parties:** the Supplier and Clifford Chance, and a **Party** shall be interpreted accordingly;

**Public Official:** an individual who is in a position of official authority conferred by a state, or a national, federal or local government, who holds a legislative, administrative or judicial position of any kind (whether appointed or elected) of a country or territory (or any subdivision of a country or territory), who exercises a public function for or on behalf of a country or territory (or any subdivision of a country or territory) or for any public agency or public enterprise of a country or territory or subdivision thereof, or who is an official or agent of a public international organisation, a candidate for public office, or an official or employee of a political party;

**Receiving Party:** in respect of Confidential Information, the Party: (i) to whom that Confidential Information is disclosed; or (ii) to whose Affiliate the Confidential Information is disclosed;

**Representation:** has the meaning given in Clause 20;

**Service Commencement Date:** the commencement date for the delivery of Goods and/or Services, as set out in the Order;

**Service Levels:** the standards to which the Services shall be performed (as a minimum), as set out in the Order;

**Services:** the services set out in the Order;

**Subcontractor:** any person or entity (including any third party, but excluding an employee), subcontracted or appointed by or on behalf of the Supplier or its Affiliate with the prior written approval of Clifford Chance and in accordance with these Terms;

**Supplier:** the individual or company providing the Goods and/or Services to Clifford Chance;

**Termination:** the termination or expiry of the Order for any reason whatsoever;

**Terms:** these standard conditions of purchase;

**VAT:** value added tax or any other tax of a similar fiscal nature from time to time.

1.2 In these Terms, a reference to:

1.2.1 a group undertaking means a parent undertaking or a subsidiary undertaking, and those terms shall have the respective meanings given to them in sections 1161 and 1162 (and Schedule 7) of the Companies Act 2006;

1.2.2 a statutory provision includes a reference to the statutory provision as modified or re-enacted, or both, from time to time, whether before or after the Effective Date of the Order, and any subordinate legislation made under the statutory provision, whether before or after the Effective Date of the Order;

1.2.3 a document is a reference to that document as modified or replaced from time to time;

1.2.4 a person includes a reference to any government, state, state agency, individual, corporation, body corporate, association or partnership;

1.2.5 a person includes a reference to that person's legal personal representatives, successors and permitted assigns;

1.2.6 the singular includes the plural and vice versa (unless the context otherwise requires);

1.2.7 a "month" means a calendar month;

1.2.8 a time of day is a reference to the time in London, unless stated otherwise;

1.2.9 a clause or schedule, unless the context otherwise requires, is a reference to a clause of or schedule to these Terms.

## 2. Application

2.1 These Terms shall apply to and be incorporated into all Orders between Clifford Chance LLP and the Supplier for the purchase of Goods and/or Services.

2.2 If there is a conflict or an inconsistency between any of the documents forming these Terms and any Order, then the following order of precedence shall apply: (i) first, any terms within the Order; (ii) secondly, these Terms; and (iii) thirdly, Clifford Chance's Supplier Code of Conduct and Supplier Standards.

## 3. Acceptance of Order

3.1 Acceptance of an Order constitutes acceptance of these Terms by the Supplier and the provision of the stipulated Goods and/or Services.

## 4. Term

4.1 Each Order shall identify an Initial Term applicable to that Order. Unless otherwise agreed in the Order, each Order shall commence on the date of signature thereof and shall thereafter endure for the Initial Term of that Order, unless terminated earlier in accordance with these Terms.

4.2 Each Order shall set out what will happen at the end of the Initial Term of that Order.

## 5. Supply of Services

5.1 In consideration for the payment by Clifford Chance of the Charges, the Supplier shall provide the Goods and/or Services set out in the Order to Clifford Chance in accordance with these Terms on a non-exclusive basis from the Service Commencement Date specified in the Order for the duration of the applicable Order.

5.2 Clifford Chance shall use its reasonable endeavours to co-operate with, and assist, the Supplier to support the delivery and/or performance of the stipulated Goods and/or Services.

5.3 The Supplier acknowledges and agrees that Clifford Chance may provide access to, or use of, the Goods and/or Services to other Clifford Chance Service Recipients from time to time and as such, any right of Clifford Chance under these Terms shall also be deemed to be a right of any such Clifford Chance Service Recipient and may also be exercised by such Clifford Chance Service Recipient.

5.4 The Supplier acknowledges that time is of the essence and that prompt and timely delivery and/or performance of the stipulated Goods and/or Services is required for Clifford Chance to meet its schedules and commitments.

## 6. Key Personnel

6.1 The Supplier shall carry out pre-employment screening of Key Personnel, and any employees closely involved in the delivery and/or performance of the stipulated Goods and/or Services, in accordance with Good Industry Practice, and at its own cost.

6.2 The Supplier is required to notify Clifford Chance of any proposed removal or replacement of its Key Personnel and Clifford Chance may reject any such replacement personnel, at its sole discretion.

6.3 The Supplier acknowledges and procures that the Supplier or relevant member of the Supplier's Group or Subcontractor(s) shall at all times be the employer of employees assigned to provide the stipulated Goods and/or Services and shall discharge all obligations arising from or in connection with their employment (whether statutory or contractual), including, without limitation, all management, grievance and disciplinary, holidays, sickness leave and the discharge of salary and benefits and any redundancy or termination costs and any employment-related claims or liabilities (whether brought during or after the Termination of the Order and the Terms) and all employer statutory deductions and shall indemnify Clifford Chance on behalf of itself and each member of the Clifford Chance Group and any successor supplier in respect of any failure by the Supplier or a

member of the Supplier's Group or Subcontractor(s) to discharge these obligations and in respect of all costs, claims or liabilities (including legal costs) arising from or in connection with the employment or termination of employment of any such employees.

## 7. Intellectual Property Rights

7.1 All Intellectual Property Rights belonging to a Party, or its Affiliates, prior to the Effective Date shall remain vested in that Party or such Affiliates.

7.2 To the extent that any Created IP does not vest in Clifford Chance, or any other member of the Clifford Chance Group, by operation of law, the Supplier assigns and transfers, and agrees to procure that each of the other members of the Supplier's Group assign and transfer, to Clifford Chance, and Clifford Chance accepts, all of the rights, title and interest (including as a present assignment of future rights) absolutely as the Supplier or its Affiliates (as the case may be) may have in and to the following:

7.2.1 the rights, title and interest to any Created IP that it has, or shall have, in the future;

7.2.2 all goodwill predominantly or exclusively associated with the Created IP; and

7.2.3 all rights, privileges and advantages associated with the Created IP, including the right to sue for and recover damages and other remedies in respect of any infringement of the Created IP.

7.3 The assignment in Clause 7.2 shall be absolute, with full title guarantee, and free from any adverse rights or claims. If and to the extent that the assignment in Clause 7.2 is not fully effective in law to transfer all right and title in the Created IP, the Supplier hereby grants, and agrees to procure that its Affiliates grant, to Clifford Chance, an exclusive, royalty-free, perpetual, irrevocable, fully sub-licensable, worldwide licence to use, adapt, modify and copy the Created IP and to do any other act otherwise restricted by Intellectual Property Rights in the Created IP.

7.4 The Supplier:

7.4.1 warrants that it has the right to grant the licences set out in Clause 7.3 and, more generally, the provision of the Goods and/or Services shall not infringe the Intellectual Property Rights of any third party; and

7.4.2 shall indemnify Clifford Chance and its Affiliates against any losses, costs (including reasonable legal fees), claims, demands, expenses and liabilities arising out of or in connection with any claim by a third party that use by, or on behalf of, Clifford Chance or its Affiliates of the Goods and/or Services infringes that third party's Intellectual Property Rights. In addition, the Supplier may, at its expense and at its sole election: (a) secure for Clifford Chance the right to continue to use the allegedly infringing Goods and/or Services so that it is non-infringing; or (b) modify or replace such Goods and/or Services with a functional equivalent so that it is non-infringing, in which case Clifford Chance shall promptly stop using the allegedly infringing Goods and/or Services.

## 8. Information Security

8.1 The Supplier shall (and shall procure that its personnel and Subcontractors shall) during the term of the Order, implement and maintain a written information security programme, including appropriate policies, procedures and risk assessments that are reviewed at least annually and are no less rigorous than accepted industry practices (including the International Organization for Standardization's Standards: ISO/IEC 27001 – Information Security Management Systems, The National Institute of Standards and Technology (NIST) Cybersecurity Framework, or other applicable industry or national standards for information security). Clifford Chance may request a copy of any currently held certification during the term of the Order.

8.2 The Supplier shall seek prior approval from Clifford Chance prior to placing any Clifford Chance data within a cloud-based or third-party system.

8.3 Neither Party nor its Affiliates shall attempt to obtain access to, use or interfere with any information technology systems or data used or

processed by the other except to the extent required to do so to receive (in the case of Clifford Chance) or provide (in the case of the Supplier) the stipulated Goods and/or Services.

8.4 The Supplier shall notify Clifford Chance immediately, with reasonable details, if it becomes aware of, or comes to have reasonable grounds to suspect, the occurrence of any security breach or incident revealing a material weakness in the security of the Goods and/or Services provided.

8.5 The Supplier agrees that, subject to not less than 10 days' written notice, Clifford Chance and/or its duly authorised representatives shall have the right to conduct a security review of the Supplier's compliance with the Order and the Terms and the Supplier's agreements with its Subcontractors and any other third parties involved with the provision of the stipulated Goods and/or Services to Clifford Chance, including to test, enhance, maintain or operate the systems used in the provision and recovery of the stipulated Goods and/or Services.

## 9. Charges, Payment and VAT

9.1 In consideration of the delivery and/or performance of the stipulated Goods and/or Services, Clifford Chance shall pay the Charges in accordance with the Order and agreed rates.

9.2 Clifford Chance shall pay all valid, properly due and undisputed invoices in full within 45 days of receipt.

9.3 The Supplier shall be required to use Clifford Chance's purchase to pay system (or such other system as Clifford Chance may require from time to time) (the "P2P System").

9.4 The Supplier shall ensure that any invoice or request for payment shall:

9.4.1 be submitted through the P2P System;

9.4.2 be addressed to the relevant Clifford Chance entity which received the Goods and/or Services;

9.4.3 include a contact name for an individual within the Supplier's business to whom Clifford Chance can address all queries relating to the invoice;

9.4.4 include the name of the Contract Manager within Clifford Chance who is responsible for the day-to-day management of the Goods and/or Services, and with whom the Supplier has been liaising;

9.4.5 include a summary of time for which the invoice is being raised, details of the Goods and/or Services, including, but not limited to, the total cost, VAT Registration Number, where applicable, and PO Number; and

9.4.6 be raised on company letterhead, including company name, address, registration number, and officially stamped.

9.5 The Supplier shall not apply any mark-up or uplift to the Charges without the prior written approval of Clifford Chance.

9.6 Notwithstanding any other rights or remedies arising under these Terms, either Party shall have the right to charge interest at the rate of four per cent. (4%) per annum above the base rate of the Bank of England from time to time, from the due date for payment until the date of actual payment in full, whether before or after judgment, on any unpaid sum due from the other Party under the Order.

9.7 If Clifford Chance, acting reasonably, disputes any invoice, then Clifford Chance shall be entitled at its sole discretion to:

9.7.1 withhold payment of the disputed amount until the issue is resolved or, if the disputed amount has already been paid, withhold an equal amount from any later payment due until such time as the issue has been resolved to the reasonable satisfaction of Clifford Chance;

9.7.2 if the disputed amount has not been paid, require the Supplier to cancel the relevant invoice and issue a replacement invoice for the undisputed sum only; and

9.7.3 no late payment interest shall be payable in respect of the withheld amount or cancelled invoice, regardless of the outcome of the dispute.

9.8	Invoices covering payment in respect of materials or goods purchased by, or services provided to, the Supplier, or for the reimbursement of Expenses (the " <b>Disbursements</b> "), shall only be payable by Clifford Chance if approved in advance in writing and accompanied by the relevant receipts.	certificates and any other details of the cover provided on demand.
9.9	The Charges shall be deemed to be exclusive of any VAT, which shall be added to such invoiced amount, if applicable, and payable by Clifford Chance provided that the VAT is charged at the rates prescribed by law at the time such Charges become due and the Supplier has provided Clifford Chance with a valid VAT invoice.	10.2 This Clause 10 shall survive any performance, acceptance or payment under, and expiry or termination of, the Order.
10.	<b>Warranties and Representations</b>	11. <b>Liability and Indemnities</b>
10.1	The Supplier warrants and represents to Clifford Chance that:	11.1 Subject to the remainder of this Clause 11, the Supplier shall (and procures that its Subcontractors shall) indemnify Clifford Chance and each Clifford Chance Service Recipient (and shall pay without set-off or demand) and keep them indemnified against all losses, costs, claims, demands, fines, monetary penalties, expenses and liabilities of any nature arising from or relating to:
10.1.1	it has the requisite corporate power and authority to execute, deliver and perform its obligations in line with these Terms set out in the Order;	11.1.1 any breach or negligent performance or non-performance by the Supplier of the Order and/or these Terms;
10.1.2	it is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation;	11.1.2 any claim made against Clifford Chance or its Affiliates for actual or alleged infringement of a third party's Intellectual Property Rights in accordance with Clause 7.4;
10.1.3	there are no actions, suits or proceedings or regulatory investigations pending or, to the best of the Supplier's knowledge, threatened against or affecting the Supplier that might affect its ability to meet and carry out its obligations;	11.1.3 any claim or allegation made against Clifford Chance or its Affiliates by a third party arising out of or in connection with the provision of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Order and/or these Terms by the Supplier, its employees, agents or Subcontractors; or
10.1.4	it has and shall maintain all necessary consents, permits, licences, authorisations and approvals from any relevant persons, authorities or individuals to enable the Supplier to deliver the Goods and/or Services and perform its duties in accordance with these Terms;	11.1.4 any determination of a regulatory authority that the Supplier or a Subcontractor has breached any obligation under or in connection with the Order and/or these Terms.
10.1.5	the execution of the Order and the provision of the Goods and/or Services shall not conflict with, violate or result in the breach of any agreement to which the Supplier is a party;	11.2 Neither Party nor any member of its Group shall be liable under or in connection with the Order and/or these Terms to the other Party or any member of its Group, whether for negligence, breach of contract, misrepresentation or otherwise, for indirect or consequential loss or damage suffered by the other Party or its Group.
10.1.6	it shall at all times comply with all Applicable Laws and Good Industry Practice in relation to the provision of the Goods and/or Services;	11.3 The entire liability for Clifford Chance under or in connection with the Order and/or these Terms, whether for negligence, breach of contract, misrepresentation or otherwise, is limited, in the aggregate, to an amount equal to the fees payable for the agreed Goods and/or Services.
10.1.7	it shall use all reasonable care, skill and diligence in carrying out the delivery and/or performance of the Goods and/or Services such as would be expected of a reasonably prudent operator;	11.4 Nothing in the Order and/or these Terms shall operate to exclude or restrict:
10.1.8	the Goods and/or Services shall be of satisfactory quality, adhere to all descriptions and specifications provided to Clifford Chance by the Supplier and, if the Goods and/or Services have been proposed or recommended by the Supplier in response to Clifford Chance's stated requirements, then they shall conform to those requirements and be fit for that purpose;	11.4.1 either Party's liability for death or personal injury resulting from negligence;
10.1.9	it shall ensure that the supply of the Goods and/or Services will not infringe any Intellectual Property Rights of any third party or breach any duty of confidence owed to any third party;	11.4.2 either Party's liability for fraud, wilful default, or any other liability it would be unlawful to exclude; or
10.1.10	it shall not use Clifford Chance's name, logo and trademarks (together, the " <b>Brand</b> ") except to the extent necessarily required to provide the Goods and/or Services to Clifford Chance, without prior written approval from Clifford Chance;	11.4.3 the Supplier's liability under Clause 7.4, 15 or 18.
10.1.11	it shall meet (and shall take reasonable steps to procure that its Subcontractors and subsidiaries shall meet) the expectations in Clifford Chance's Supplier Code of Conduct and Supplier Standards, including, but not limited to, data privacy, information security management, travel and expense management, as amended or updated from time to time, and/or demonstrate that it has comparable standards in place that are reasonable in relation to its size or industry sector;	12. <b>Termination</b>
10.1.12	it shall maintain in force during the term of the Order and for a period of one year thereafter insurance policies with reputable insurance companies to cover the liabilities that may arise under or in connection with these Terms and shall promptly provide copies of the insurance policy	12.1 Clifford Chance may terminate the Order at any time for convenience, by giving the Supplier no less than one month's written notice. At the expiry of such notice period, the Order and associated Terms shall terminate.
		12.2 Without prejudice to any other right or remedy arising under the Terms of purchase, either party (the " <b>Initiating Party</b> ") may terminate the Order with immediate effect by written notice to the other party (the " <b>Breaching Party</b> ") on or at any time after the occurrence of an event specified in Clause 12.3 in relation to the Breaching Party.
		12.3 The events are:
		12.3.1 the Breaching Party being in material and/or persistent breach (whether or not a repudiatory breach) of this Agreement which is incapable of remedy or, if the breach is capable of remedy, failing to remedy the breach within 30 days starting on the day after receipt of written notice from the Initiating Party giving details of the breach and requiring the Breaching Party to remedy the breach; for the purposes of this Clause 12.3.1, a breach is capable of remedy if time is not of the essence in performance of the obligation and if the Breaching Party can comply with the obligation within the 30-day period;

- 12.3.2 the Breaching Party passing a resolution for its winding up or a court of competent jurisdiction making an order for the Breaching Party's winding up or dissolution;
- 12.3.3 the making of an administration order in relation to the Breaching Party or the appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the Breaching Party;
- 12.3.4 the Breaching Party making an arrangement or a composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally; or
- 12.3.5 any procedure equivalent to any of the events in Clauses 12.3.2 to 12.3.4 (inclusive) occurs in any other jurisdiction with respect to the Breaching Party.
- 12.4 Notwithstanding the provisions of Clauses 12.2 and 12.3, Clifford Chance can terminate the Order with immediate effect by notice to the Supplier at any time after:
- 12.4.1 a breach of any of Clause 18 occurs;
- 12.4.2 any person acquires the ability to direct the affairs of the Supplier, whether by virtue of contract, ownership of shares or otherwise howsoever arising; or
- 12.4.3 there is a change of organisation, methods of control or management of the Supplier which in the reasonable opinion of Clifford Chance shall have a material adverse effect on the Supplier's ability to comply with its obligations under the Order and these Terms.
- 12.5 Termination of the Order does not affect a Party's accrued rights and obligations at the date of its Termination.
- 12.6 Each Party's further rights and obligations shall cease immediately on Termination except as set out in this Clause 12 and Clauses 10, 14, 15, 17 and 18, together with those clauses the survival of which is necessary for the interpretation or enforcement of the Order, shall survive Termination of the Order and these Terms, and shall continue in full force and effect.
- 12.7 In circumstances where Clifford Chance has paid any Charges in advance for the Goods and/or Services which have not been provided by the Supplier, then the Supplier is required to reimburse Clifford Chance immediately on a pro rata basis upon Termination.
13. **Governance**
- 13.1 The Parties shall each appoint a Contract Manager. The Contract Manager for each Party shall work collaboratively with the other Contract Manager and shall be responsible for (without limitation):
- 13.1.1 the delivery and receipt of the Goods and/or Services on a day-to-day basis, in accordance with Good Industry Practice and the principles of Clifford Chance's Supplier Code of Conduct and Supplier Standards;
- 13.1.2 managing the ongoing relationship between the Parties as the primary point of contact for each Party;
- 13.1.3 any other matters the Parties may agree from time to time to be the responsibility of the Contract Manager (including, by way of example only, further development of synergies between the Parties and incorporation of efficiencies in the delivery of the Goods and/or Services).
- 13.2 Clifford Chance shall be entitled to carry out benchmarking tests of the Goods and/or Services ("**Benchmark Tests**"), whether performed by its own employees or by third parties on its behalf, to review the supply of the Goods and/or Services by the Supplier. The Supplier shall co-operate with, and give reasonable assistance to, Clifford Chance and any such third party for the purpose of carrying out the Benchmark Tests.
- 13.3 If, as a result of a Benchmark Test, Clifford Chance concludes that any changes are required to the Services, it shall propose those changes and the Parties shall negotiate in good faith to agree a variation to the Order in accordance with Clause 21.1.
14. **Audit**
- 14.1 The Supplier shall keep full and accurate records relating to its supply of the Goods and/or Services (including, but not limited to, records relating to its compliance with the Service Levels, the requirements set out in Clause 18 and any amounts invoiced to Clifford Chance under the Order and these Terms) (the "**Records**").
- 14.2 During the term of the Order and for a period of three years after Termination of it, the Supplier shall give Clifford Chance and its duly authorised representatives, as well as any representative of any regulatory authority with jurisdiction over any member of the Clifford Chance Group, access to the Records to the extent necessary to enable Clifford Chance or such representative to:
- 14.2.1 fulfil any legal, regulatory, statutory or reporting obligations, or obligations to members, shareholders or clients of any member of the Clifford Chance Group;
- 14.2.2 determine the accuracy of any amounts invoiced under Clause 9; and/or
- 14.2.3 verify the Supplier's compliance with the Supplier's obligations under the Order and these Terms.
15. **Data Protection**
- 15.1 Words and phrases which have defined meanings in the Data Protection Laws have the same meanings when used in this Clause 15.
- 15.2 Each Party shall comply with the Data Protection Laws applicable to it in relation to its processing of personal data under or in connection with the Order and these Terms (the "**Relevant Data**").
- 15.3 The Supplier shall only process the Relevant Data to the extent necessary to exercise its rights and perform its obligations under the Order and shall at all times have in place appropriate technical and organisational measures to ensure a level of security appropriate to the risk associated with the Relevant Data.
- 15.4 The Supplier shall not make a transfer of Relevant Data that is restricted under applicable Data Protection Laws.
- 15.5 Where, under or in connection with the Order, the Supplier processes Relevant Data on behalf of Clifford Chance or another member of the Clifford Chance Group (in either case, the "**data controller**") as a "**data processor**", the Supplier shall:
- (a) only process the Relevant Data on the documented instructions of the data controller, including with regard to any transfers of Relevant Data restricted under the Data Protection Law; and
- (b) assist Clifford Chance (and, if different, the data controller) in compliance with its obligations under applicable Data Protection Laws and co-operate with the competent authorities in relation to the Relevant Data, including:
- (i) by taking appropriate technical and organisational measures, in so far as is possible, to respond to requests from data subjects to exercise their applicable rights under the Data Protection Laws (but the Supplier will not respond to any such data subject request except on the written instructions or with the written consent of Clifford Chance); and
- (ii) in ensuring compliance with Clifford Chance's security, data breach notification, impact assessment and data protection or data privacy authority consultation obligations under the Data Protection Laws, taking into account the information available to the Supplier;

(c)	ensure that all of its employees authorised to have access to (or otherwise to process) the Processed Personal Data have committed themselves to confidentiality on appropriate terms or are under an appropriate statutory obligation of confidentiality;	17.1.1	shall not use Confidential Information for a purpose other than the performance of its obligations under the Order;
		17.1.2	shall not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party or in accordance with Clause 17.2; and
(d)	permit and contribute to all reasonable audits, including inspections, conducted by Clifford Chance or the data controller (or auditors appointed by either of them), as reasonably necessary to demonstrate the Supplier's compliance with this Clause 15;	17.1.3	shall make every effort to prevent the use or disclosure of Confidential Information.
		17.2	During the term of the Order, the Receiving Party may disclose Confidential Information to any Individual Recipient to the extent that disclosure is reasonably necessary for the purposes of the Order or required by law.
(e)	give written notice to Clifford Chance, without undue delay, if it becomes aware of any personal data breach while the Relevant Data is in its possession or under its control (a " <b>Data Security Incident</b> ");	17.3	The Receiving Party shall ensure that the Individual Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under the Order and these Terms as if the Individual Recipient was a party to the Order.
(f)	promptly inform the data controller in writing (but without any obligation to give legal advice) if, in its opinion, to follow an instruction given by the data controller as contemplated by Clause 15.5 (b) would give rise to a breach of Data Protection Laws; and	17.4	Clauses 17.1 and 17.3 do not apply to Confidential Information which:
		17.4.1	is at the Effective Date of the Order, or at any time after that date becomes, publicly known other than by the Receiving Party's or Individual Recipient's breach of the Order; or
(g)	delete all the Processed Personal Data in its possession or under its control as soon as is practicable after the end of the provision of the relevant Services.	17.4.2	can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party.
15.6	The Supplier will not engage any Subcontractor to process the Relevant Data without the prior written approval of Clifford Chance.	17.5	The Supplier shall not make any announcement or otherwise publicise the existence of or disclose to any person the provisions of the Order or these Terms or the fact that the Supplier has contracted to supply the Goods and/or Services to Clifford Chance without Clifford Chance's prior written consent.
16.	<b>Force Majeure</b>	18.	<b>Compliance</b>
16.1	Provided it has complied with Clauses 16.1.3 and 16.1.4, if a Party (an " <b>Affected Party</b> ") is prevented, hindered or delayed from or in performing any of its obligations under the Order and these Terms (other than a payment obligation) by a Force Majeure Event:	18.1	During the term of the Order, the Supplier shall not act for, or directly or indirectly provide any Goods and/or Services to, any person or entity that:
16.1.1	the Affected Party's obligations under the Order are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;	18.1.1	is the subject of any economic or financial sanctions or trade embargoes implemented, administered or enforced by the United Nations Security Council, the European Union, Her Majesty's Treasury or any other UK government authority, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce, or any other US government authority; or
16.1.2	the corresponding obligations of the Party not affected by the Force Majeure Event will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party;	18.1.2	would (or would be likely to) conflict with the Supplier's obligations under the Order or impair the impartial performance by the Supplier of its obligations under the Order.
16.1.3	as soon as reasonably possible after the start of the Force Majeure Event (but no later than 10 days from its start) the Affected Party shall notify the other Party in writing of the Force Majeure Event, the date on which the Force Majeure Event started, its likely or potential duration, and the effects of the Force Majeure Event on its ability to perform any of its obligations under the Order and these Terms;	18.2	The Supplier undertakes that it shall (and shall take reasonable steps to procure that each of its subsidiaries and Subcontractors shall) throughout the term of the Order:
16.1.4	the Affected Party shall use its reasonable endeavours to perform the affected obligations notwithstanding the Force Majeure Event and/or to mitigate the effects of the Force Majeure Event on the performance of its obligations under the Order and these Terms; and	18.2.1	conduct its business in compliance with the terms of Clifford Chance's Supplier Code of Conduct and Supplier Standards;
16.1.5	as soon as reasonably possible after the end of the Force Majeure Event the Affected Party shall notify the other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under the Order and these Terms.	18.2.2	comply with all Applicable Laws (whether at an international, a national, a federal, a state or a local level), including in relation to Bribery and Modern Slavery;
16.2	If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than six weeks starting on the day the Force Majeure Event begins, the Party not affected by the Force Majeure Event may terminate the Order by giving not less than 20 days' written notice to the other Party.	18.2.3	take appropriate steps to ensure that Modern Slavery is not used within its business or supply chains (Clauses 18.2.1, 18.2.2 and 18.2.3 together, the " <b>Compliance Requirements</b> ");
17.	<b>Confidentiality</b>	18.2.4	not engage in any activity, practice or conduct that would constitute an offence under section 1, 2 or 4 of the Modern Slavery Act 2015 and/or section 1, 2 or 6 of the Bribery Act 2010, or which would constitute an offence if such activity, practice or conduct had been carried out in the UK;
17.1	During the term of the Order, and after Termination, the Receiving Party:	18.2.5	not engage in any activity, practice or conduct that would lead to any member of the Clifford Chance Group being

	in breach of any law prohibiting Bribery or corruption, including (without limitation) the Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977, as amended; and		exercise of a right or remedy provided by the Order or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
18.2.6	maintain a complete set of records documenting its compliance with this Clause 18.	21.3	Except where the Order and these Terms provide otherwise, the rights and remedies contained in the Order are cumulative and not exclusive of rights or remedies provided by law.
18.3	The Supplier confirms that it does not engage in Bribery, does not direct, authorise or knowingly permit any person who acts on its behalf or provides services to it to engage in Bribery, and that it shall not, during the term of the Order, or, if different, during the time from the date on which the Order is signed until the date the Order is terminated, engage in, or direct, authorise, or knowingly permit a person acting on its behalf or providing services to it to engage in, Bribery in connection with or in any way related to the Order or the Goods and/or Services provided.	21.4	No provision of the Order or these Terms creates a partnership between the Parties or makes a Party the agent of the other Party for any purpose. A Party has no authority or power to bind, to contract in the name of, or to create a liability for the other Party in any way or for any purpose.
18.4	The Supplier shall notify Clifford Chance immediately upon becoming aware or upon becoming reasonably suspicious of any actual or suspected breach of this Clause 18, unless prohibited from doing so by any Applicable Law.	22.	<b>Assignment and Subcontracting</b>
18.5	Notwithstanding Clause 12, a breach by the Supplier of this Clause 18 entitles Clifford Chance to terminate the Order.	22.1	The Supplier may not assign, transfer, subcontract, create any trust in respect of or otherwise dispose of, or purport to assign, transfer, create any trust in respect of or otherwise dispose of, a right or an obligation under the Order and these Terms without having first obtained Clifford Chance's written consent, which may not be unreasonably withheld or delayed.
19.	<b>Further Assurance</b>	23.	<b>Notices</b>
19.1	Each Party shall (at its cost) do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement the Order and these Terms.	23.1	A notice under or in connection with the Order and delivery of the Goods and/or Services: (i) must be in writing; (ii) must be in the English language; and (iii) must be delivered personally or by first-class post to the party due to receive the notice at its registered office (in the case of Clifford Chance) or to the address specified in the Order (in the case of the Supplier).
20.	<b>Entire Order</b>	24.	<b>Third Party Rights</b>
20.1	The Order contains the details of the specific Goods and/or Services to be procured, and these Terms supersede all prior agreements, arrangements and understandings between the Parties relating to the specific Goods and/or Services as set out in the Order. Each Party acknowledges that, in entering into the Order, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to the Order or not) (a " <b>Representation</b> ") other than as expressly set out in the Order and Terms of purchase. Each Party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of the Order. Nothing in this Clause 20 shall limit or exclude any liability for fraud.	24.1	Subject to any provision(s) of the Order and these Terms under which rights are granted to third parties by express reference, a person who is not a party to the Order shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of the Order or these Terms, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
21.	<b>General</b>	24.2	Notwithstanding Clause 24.1, the Parties agree that any losses suffered by, or claims made on behalf of, any Affiliate of Clifford Chance under the Order and these Terms may be recovered or brought by Clifford Chance and shall, for such purpose, be considered as a loss to, or claim of, Clifford Chance. The Supplier shall be liable to Clifford Chance for any losses suffered or claims made by Clifford Chance in respect of Clifford Chance's Affiliates.
21.1	Any variation of the Order and these Terms is valid only if it is in writing and signed by an authorised representative of each Party.	25.	<b>Governing Law and Jurisdiction</b>
21.2	A failure to exercise or delay in exercising a right or remedy provided by the Order or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial		The Order and these Terms and all matters arising from or connected with them are governed by English law and subject to the exclusive jurisdiction of the English court[s].