



TORCH SUPPLIER NETWORK - Terms and Conditions for Suppliers

Introduction

The University Court of the University of Edinburgh acting in its capacity as The Data Lab (TDL) has established the TORCH programme. As part of this programme, TDL will assist third parties (Clients) to scope their data / technology requirements and, where appropriate, direct the Client to appropriate members of their Supplier Network who TDL considers may be well placed to assist the Client.

These Terms and Conditions (T's and C's) apply to all suppliers who join the Supplier Network. By agreeing to join the Supplier Network you (the Supplier) agree to be bound by and comply with these T's and C's along with all applicable laws and regulations.

Should the Supplier no longer wish to be included in the Supplier Network, the Supplier shall provide written notice to TDL and TDL shall remove the Supplier within 30 days of such notice. TDL may remove the Supplier from the Supplier Network at any time where the Supplier has failed to comply with these T's and C's or by providing 30 days' notice to the Supplier.

TDL's Role

TDL shall, so far as possible, act as an objective introducer and shall have no obligation to recommend the Supplier to any Client. TDL shall operate this service with all due care and consideration but excludes its liability to the Supplier under these T's and C's to the fullest extent permitted by law. TDL provides a qualified introductory service between Suppliers and Clients only and shall have no liability or responsibility to Suppliers or Clients in respect of any engagement which follows this introduction.

Supplier's Role

The Supplier agrees to provide relevant information and assistance to TDL in a timely manner, as reasonably requested by TDL for the purposes of (i) including the Supplier in the Supplier Network and (ii) assisting in the scoping and initiation of Client projects.

This will include:

- contact details of the allocated point(s) of contact for all TORCH enquiries from TDL and any changes to these contact details;
- the Supplier's indicative rate card;
- details of experience in its capabilities, including case studies and client testimonials, as reasonably requested by TDL; and
- support and assistance to scope and initiate Client projects including access to relevant Supplier products and resources.

Subject to the confidentiality requirements set out in these T's and C's, the Supplier agrees that TDL may publicise its connection with the Supplier as part of its Supplier Network. Within 1 month (or as otherwise requested by TDL) of completion of a project with a Client referred to it in accordance with these T's and C's, the Supplier will provide TDL with an overview of the Project which TDL may include in its delivery and/or marketing of the TORCH service and/or TDL. The requested information may include (but is not limited to) the approach taken, the technologies used, the issues arising and the outcomes. The Supplier shall not prevent Clients from also providing TDL with an overview of the project and the outcomes or expected outcomes.



All evidence and information provided to TDL by the Supplier in connection with these T's and C's shall be true, complete and accurate to the best of the Supplier's knowledge. The Supplier shall not charge TDL or the Client in respect of the provision of evidence and information to TDL in accordance with these T's and C's.

Confidentiality

Both TDL and the Supplier undertake that they shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of one another except as follows:

- To its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with the confidentiality obligations set out in these T's and C's.
- Where such disclosure is necessary to comply with its obligations under these T's and C's or has otherwise been authorised in writing by the other party.
- As may be required by law, a court of competent jurisdiction or regulatory authority, or in the case of TDL, Scottish Enterprise (in its capacity as the provider of funding for the TORCH service).

Neither TDL nor the Supplier shall use each other's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these T's and C's.

Personal Data

For details as to how TDL uses personal data, please see our privacy policy: <https://www.thedatalab.com/privacy-policy/>. The Supplier shall act in accordance with all data protection laws and shall supply this privacy policy to relevant individuals (e.g. the point of contact) prior to sharing their personal data with TDL.

Intellectual Property

The Supplier grants to TDL a non-exclusive royalty free licence to use the materials and information supplied to TDL by the Supplier, for the purposes of including the Supplier in the Supplier Network. The Supplier indemnifies TDL for any claim brought against TDL for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt or use of the materials or information supplied to it by the Supplier in accordance with these T's and C's.

Governing Law and Jurisdiction

Any dispute or claim arising out of or in connection with these T's and C's shall be governed by and construed in accordance with the laws of Scotland and the courts of Scotland shall have exclusive jurisdiction to settle any such dispute or claim.



Version History

| Version | Description | Name | Date |
|---------|-------------|-----------------|------------|
| V0.1 | Drafted | Kristina Mutch | 26/03/2020 |
| V1.0 | Published | Rhona MacLennan | 24/04/2020 |
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