TERMS & CONDITIONS FOR THE SALE OF GOODS AND SUPPLY OF –TECHNICAL SUPPORT SERVICES

1   INTERPRETATION

1.1   In these terms and conditions ("Conditions"):

"Background Intellectual Property" means Intellectual Property in the Deliverables and/or in any process, device, tool or technique used by a Party in fulfilling its obligations under the Contract and which Intellectual Property already exists at the date of the Contract or is generated other than through the performance of work under the Contract;

"Bug Tracking Website" means the facility provided by the website at http://www.paramarine.support.

"Contract" means the written agreement concluded between QinetiQ and the Customer, including the Specification, plans, drawings and other documents that are expressly incorporated into it, and incorporating these terms and conditions;

"Customer" means the party who purchases or agrees to purchase the Services and the Deliverables;

"Customer Resources" has the meaning given in Clause 4.1;

"Deliverables" means (subject to Clause 6.3) any documents, articles or other materials, and any data, content, outputs or other information provided or accessed as part of the Services (including, where relevant, any CD-rom or DVD-rom or other physical media upon which any Software delivered as part of the Service is supplied);

"Foreground Intellectual Property" means Intellectual Property arising out of the performance of any work by QinetiQ and/or Customer under the Contract (but for the avoidance of doubt excluding Background Intellectual Property);

"Intellectual Property" means all patents, utility models, trade marks, rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; semi-conductor topography rights; database rights; rights protecting goodwill and reputation; know-how; inventions, secret formulae and processes; other confidential information and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world.

"Office Hours" means 08:30 to 17:30 (GMT/BST) Monday to Friday, excluding United Kingdom bank holidays and other public holidays

"Party" means either of QinetiQ and the Customer as applicable, together being the "Parties";

"Proprietary Information" means trade secrets, and all other information of a confidential or proprietary nature including but not limited to any and all technical information, data, drawings, process information and know-how and embracing reports, computer software (whether in object or source code) and designs and any information concerning products, customers, business accounts, financial or contractual arrangements or other dealings, transactions or affairs, reports, recommendations, advice or tests and development plans, and in whatever form whether in writing, given orally or contained in an electronic format, and which is either marked as confidential (or with some similar legend) or otherwise clearly intended to be confidential;

"QinetiQ" means QinetiQ Limited (registered in England number 3796233) having its registered office at Cody Technology Park, Ively Road, Farnborough, GU14 0LX;

"Services" means the range of Technical Support services rendered by QinetiQ including the provision of Deliverables, but excluding the licence granted in relation to the Software which is governed by a separate licence agreement between the Parties;

"Software" means that software licensed by QinetiQ, and to which the Services relate;
"Technical Support" means the provision of advice and information provided by telephone, in writing, by email (via Paramarine@QinetiQ.com or other such website address as may be advised by QinetiQ), or by using the Bug Tracking Website in the English language during QinetiQ's Office Hours in support of the Software. Technical Support excludes any requirement upon QinetiQ to carry out diagnosis and rectification of any fault resulting from:
(a)   the improper use, operation or neglect of either the Software or the processing units upon which the Software is used;
(b)   the modification of the Software or its merger (in whole or in part) with any other software,
(c)   the use of the Software on equipment other than the processing units upon which the Customer is authorised to use the Software,
(d)   the failure by the Licensee to implement recommendations in respect of or solutions to faults previously advised by QinetiQ;
(e)   any repair, adjustment, alteration or modification of the Software by any person other than QinetiQ without QinetiQ's prior written consent;
(f)   any breach by the Customer of any of its obligations under this Agreement;
(g)   the Customer's failure to install, adopt and use in substitution for the previous release any upgrade or new release of the Software within one year of receipt of the same; or
(h)   the use of the Software for a purpose for which it was not designed.

1.2   In the Contract references to (i) 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, modified, extended, re-enacted or replaced; (ii) the masculine include the feminine and the neuter and vice versa; (iii) the singular include the plural and vice versa; and (iv) to Clauses are references to the clauses set out in these terms and conditions. The headings to these terms and conditions will not affect their interpretation.

2   APPLICATION OF TERMS

2.1   These terms and conditions (including those terms of use of the Bug Tracking Website) are the only terms upon which QinetiQ is prepared to deal with the Customer and they shall govern the Contract to the entire exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2   The provision and use of the Software shall be governed by the terms of a separate software licence entered into between QinetiQ and the Customer. To the extent that there is any conflict between these Conditions and such software licence, the terms of such software licence shall prevail.

2.3   The use of the Bug Tracking Website forms part of the Technical Support provided, and is subject these Conditions and also the terms set out on the website (which are incorporated by reference into these Conditions). The website terms shall prevail if there is any conflict or inconsistency with these Conditions.

3   SUPPLY OF SERVICES AND DELIVERY

3.1   QinetiQ shall: (i) perform the Services; and (ii) supply the Deliverables. Unless otherwise stated in the Contract, Deliverables (if physical items) shall be delivered by QinetiQ FCA (Free Carrier Alongside) (in accordance with Incoterms 2010) to the Customer designated premises. The Customer acknowledges that certain Deliverables will be accessible for download from a website advised by QinetiQ, and in such cases, the Customer is responsible for accessing and downloading any such Deliverables.

3.2   If for any reason the Customer does not accept delivery of any Deliverables (if physical items) when they are ready for delivery, then QinetiQ may store the Deliverables and the Customer shall pay QinetiQ its reasonable charges in respect of such storage. If the Deliverables have not been collected by the Customer within sixty (60) days from the date of first being advised of their availability, QinetiQ may dispose of such Deliverables at the Customer's expense.

3.3   The Customer shall notify QinetiQ of any damage to Deliverables or shortfall in quantity as soon as practicable but not later than five (5) days after delivery. In such circumstances the remedies provided in Clause 10.2 shall apply.

3.4   QinetiQ shall, for the term of the licence agreement between the Parties in respect of the Software, provide Technical Support to the Customer. QinetiQ shall make reasonable efforts to resolve or address any query or matter raised by the Customer but gives no guarantee that a resolution will be achievable in all circumstances. Where a fault results from any of the circumstances excluded from the Technical Support, QinetiQ is under no obligation to investigate or resolve the fault but if it elects to do so, it reserves the right to charge for the service and make the provision of such advice or support conditional upon the acceptance of additional terms and charges, such terms to be agreed and charges to be payable within 30 days of the date of an invoice therefor.

3.5   QinetiQ may provide upgrades and new releases of the software to the Customer as they are developed during the term of the licence. Such upgrades and new releases may be made available to download online at https://extranet.qinetiq.com/sites/paramarine.

3.6   QinetiQ reserves the right to adjust the scope of the Service offered or to discontinue support of the Software, by providing written notice to this effect to the Customer (which notice may appear upon the website(s) through which the Technical Support is available). In particular, but without limitation, QinetiQ may determine that certain Software (or a particular release or version of the Software) can no longer be supported owing to its age, or where a newer release or version of the Software has been made available by QinetiQ

4   CUSTOMER RESOURCES

4.1   The Customer will make available free of charge and risk to QinetiQ at the times stated in the Contract or otherwise in a timely manner all necessary personnel, materials, equipment and resources ("Customer Resources") reasonably required by QinetiQ to carry out the Services, and (to the extent applicable) the Customer shall, at its expense, remove any Customer Resources (if physical items) which are at QinetiQ's premises and which have not been incorporated into the Deliverables at the expiry or earlier termination of the Contract.

4.2   The Customer represents and warrants that it has the full right, authority and licence to enter into the Contract and to supply and disclose the Customer Resources and that any Customer Resource and its use by QinetiQ for the purpose of performing the Services will not infringe the copyright or other intellectual property rights of any third party.

4.3   In the event of any failure or delay on the part of the Customer to supply such Customer Resources, or if the same are not in accordance with the Contract or are not fit for the purpose provided, then QinetiQ shall not be liable for any resulting failure or delay in performance of the Services and additionally shall be entitled to recover from the Customer any losses or additional costs that QinetiQ incurs as a consequence..

5   PAYMENT

5.1   The charges paid by the Customer under the licence agreement for the Software are inclusive of the provision of the Services hereunder (with the exception of any additional charges as may be levied pursuant to Clause 3.4).

6   INTELLECTUAL PROPERTY RIGHTS

6.1   Ownership of Background Intellectual Property shall remain unaffected by the Contract.

6.2   Ownership of any and all Foreground Intellectual Property shall vest exclusively in QinetiQ and/or its contractors.

6.3   On delivery of the Deliverables and receipt by QinetiQ from the Customer of the Charges, QinetiQ shall grant to the Customer a non-exclusive, irrevocable, royalty-free right and licence to use the Intellectual Property in the Deliverables solely for the purposes for which the Deliverables are supplied or, if no such purpose is stated solely for the purpose stated within their accompanying documentation as being that for which they are primarily designed and in any event, solely in accordance with any instructions set out in such documentation. Notwithstanding the foregoing, any rights of use in respect of any updates and new releases of the Software supplied as part of the Services, and all other matters relating to the supply and use of such updates and new releases, shall be governed by the terms of the licence agreement between the Parties relating to the Software.

6.4   The Customer shall at QinetiQ's request (and shall procure that its employees, agents or officers) carry out all reasonable acts (including prompt signature of documents) necessary to vest ownership of Foreground Intellectual Property in accordance with this Clause 6.

6.5   The Customer undertakes not itself, nor to assist or authorise or purport to authorise any third party to reverse-engineer, de-compile, copy or reproduce all or any part of the Deliverables nor seek or attempt to do so or to otherwise gain access to any Proprietary Information contained or incorporated in the Deliverables nor to use the same and/or any Intellectual Property in the Deliverables for any purpose outside the scope of the licence granted to it by Clause 6.3.

7   RISK AND TITLE

7.1   The Deliverables shall be at the risk of the Customer from the time of delivery in accordance with Clause 3.

7.2   Subject to Clause 7.3, ownership of any and all documents, drawings, designs information, data, software, databases, information and/or Deliverables (and any copies thereof) produced under the Contract shall vest exclusively in QinetiQ and, upon request from QinetiQ (and except and to the extent the same constitute Deliverables for the purpose of the Contract), the Customer shall return the same to QinetiQ and not retain any copies.

7.3   Where the Contract states that ownership of any Deliverable shall pass to the Customer, such ownership shall not pass until QinetiQ has received in full (in cash or cleared funds) all sums due to it in respect of (i) the Services; and (ii) all other sums which are or which become due to QinetiQ from the Customer under the Contract. For the avoidance of doubt any such transfer of ownership of a Deliverable shall not imply transfer of ownership of any Intellectual Property or Proprietary Information therein and the Customer's sole and entire rights in and to any such Intellectual Property and/or Proprietary Information shall be and remain exclusively those arising under Clause 6.3, notwithstanding any such transfer of ownership of a Deliverable.

7.4   QinetiQ shall be entitled to recover payment for the Services notwithstanding that ownership of the Deliverables or any part of them has not passed to the Customer.

7.5   Prior to ownership of any Deliverables passing to the Customer, the Customer shall keep any Deliverables (if physical items) in its possession stored separately and clearly marked as being the property of QinetiQ, and grants QinetiQ, its agents and employees an irrevocable licence at any time to enter any premises, on reasonable notice, where such Deliverables are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

8   QINETIQ'S PERSONNEL

8.1   The Customer undertakes during the term of the Contract and for 12 months after completion or earlier determination of the Contract not to solicit or make an offer of employment (or an offer for services) to any QinetiQ employee, officer or agent engaged in performance of the work under the Contract.

9   WORK PERFORMED ON QINETIQ'S OR CUSTOMER'S PREMISES

9.1   The Customer's employees, agents and representatives shall abide by such regulations, including security and health and safety regulations, as are applicable to their presence on QinetiQ's premises. A copy of those regulations will be available from QinetiQ on demand.

9.2   QinetiQ shall have the right to require the removal from its premises of anyone disobeying such regulations and reserves the right to refuse entry to its premises to any person whom it considers unsuitable.

9.3   Where the Contract requires QinetiQ to perform work at the Customer's premises, the Customer shall be responsible for arranging, in good time and at its own expense, all permits, licences or other permissions necessary to enable QinetiQ's employees, agents and representatives to gain access to, and perform the work at, such premises.

QinetiQ's employees, agents and representatives working on the Customer's premises shall abide by such regulations detailed in the Contract as are applicable to their presence on the Customer's premises.

10 WARRANTY AND EXCLUSIVE REMEDY

10.1 QinetiQ warrants:

10.1.1 that it shall use reasonable skill and care in performance of the Services; and

10.1.2 at the time of delivery it has taken reasonable care to ensure that the Deliverables function accurately;

Notwithstanding the generality of the foregoing QinetiQ makes no warranty that all or any of the Deliverables will be suitable for or to enable the Customer to achieve any particular purpose even when such purpose has been notified to QinetiQ. It is further agreed and acknowledged by the Customer that given the nature of software, it is not possible to guarantee that all errors, bugs and faults can be resolved and it shall be at QinetiQ's discretion to assess whether to incur the cost and effort associated with the investigation, resolution or correction of any issues and that it may elect not to address issues that do not impair performance of the software or only give rise to minor inconvenience to the user of the software.

10.2 Errors, faults and bugs in the Software may be addressed by QinetiQ by issuing a new release or update to its customer base for the Software rather than specifically responding to individual customers, and that new releases or updates shall be released on a cycle determined by QinetiQ (and QinetiQ may decide to address multiple notified errors, faults and bugs in one single new release or update). As such, QinetiQ may defer the resolution of any issue until such time as it issues a new release or update.

10.3 QinetiQ reserves the right to levy a charge for the cost of replacing a lost dongle, which may include the cost of a replacement software licence.

10.4 QinetiQ makes no warranty that all or any of the Deliverables will not infringe the rights of any third party.

10.5 QinetiQ makes no warranty in connection with the use of all or any of the Deliverables by the Customer and/or any third party to whom they are supplied by or through the Customer for any purpose not expressly licensed under Clause 6.3 and the Customer hereby indemnifies QinetiQ from and against any claims against QinetiQ arising from or relating to any such use of the Deliverables.

10.6 QinetiQ shall have no liability of any kind for breach of its warranty in Clause 10.1, or any responsibility to correct or resolve any error, fault or bug, in circumstances where:

10.6.1 the Customer effects or attempts to effect repair of the software or Deliverables without QinetiQ's prior written consent; or

10.6.2 the Customer fails to give QinetiQ a reasonable opportunity to examine the software or Deliverables concerned or an adequate description or information concerning any purported error, fault or bug; or

10.6.3 the defect arises as a result of:

10.6.3.1 defects in any Customer Resources or the Customer failing to follow QinetiQ's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the software or Deliverables or (if there are none) good trade practice, or

10.6.3.2 fair wear and tear or misuse; or

10.6.4 any sums remain due and outstanding under the licence agreement for the Software to which this Contract relates.

10.7 Where QinetiQ supplies, under the Contract, any goods supplied by a third party, QinetiQ does not give any warranty, guarantee or assurance of any kind as to their quality, fitness for purpose or otherwise, but shall, where reasonably possible, extend to the Customer the benefit of any warranty, guarantee or indemnity given by the party supplying the goods to QinetiQ.

10.8 THE CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT THE WARRANTIES AT CLAUSE 10.1 AND ASSOCIATED REMEDIES AT CLAUSE 10.2 ARE ITS SOLE AND ENTIRE WARRANTIES AND REMEDIES IN CONNECTION WITH THE SUPPLY TO IT BY QINETIQ OF THE DELIVERABLES AND THE PERFORMANCE BY QINETIQ OF ANY SERVICES. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, STATEMENTS, UNDERTAKINGS AND OBLIGATIONS WHICH MAY OTHERWISE BE IMPLIED (BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) IN RELATION TO SUCH SUPPLY ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

11 DELAY IN DELIVERY

11.1 Without prejudice to Clause 10.2, QinetiQ shall use its reasonable endeavours to achieve any dates agreed for delivery, but shall be under no liability for any failure to achieve such dates.

12   LIMITATION OF LIABILITY

12.1   The following provisions set out the entire financial liability of QinetiQ (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer arising under or in connection with the Contract in respect of:

12.1.1   any breach of the Contract; and

12.1.2   any representation, statement or tortious act or omission including negligence and any other basis of liability.

12.2   All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.3   Nothing in the Contract shall exclude or limit the liability of QinetiQ for;

12.3.1   death or personal injury caused by QinetiQ's negligence; or

12.3.2   fraud committed by QinetiQ (including fraudulent misrepresentation); or

12.3.3   any other matter which it would be illegal, or in breach of any statutory provision, for QinetiQ to exclude or attempt to exclude its liability for.

12.4   Subject to Clause 12.3, QinetiQ's aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance, non-performance or contemplated performance of the Contract shall be limited to the charges payable under the software licence agreement for the Software (however this cap shall apply jointly to liability arising under the licence agreement itself as well as liability under this Contract)..

12.5   Subject to Clause 12.3, QinetiQ shall not be liable to the Customer for: (i) any, indirect, special or consequential loss, damage, costs, expenses or other claims whatsoever; or (ii) any economic loss (including loss of profit, loss of business, depletion of goodwill or like loss); or (iii) any loss, damage or liability to the extent caused by the negligence, wilful misconduct or other fault of the Customer, its employees, agents or contractors or a breach by the Customer of the Contract; in each case howsoever caused, including without limitation negligence or breach of statutory duty or misrepresentation, arising out of or in connection with the Contract.

13   DESCRIPTION

13.1   Except to the extent that they are expressly incorporated into the Contract, all drawings, descriptive matter, specifications and advertising issued by QinetiQ and any descriptions or illustrations contained in QinetiQ's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the matters described in them and will not form part of the Contract.

14   SAFETY

14.1   The Customer shall, in accordance with statutory health and safety requirements, provide prior written notice to QinetiQ of any health or safety hazards associated with any Customer Resources and/or Customer facilities used by QinetiQ in connection with the performance of the Services.

14.2   QinetiQ reserves the right to inspect any Customer Resources which Customer wishes to deliver to any QinetiQ premises and to refuse them entry if QinetiQ considers them to be unsafe or pose unacceptable risks of injury or damage to persons or property.

14.3   The Customer shall meet any reasonable costs incurred by QinetiQ resulting from the rejection of such Customer Resources by QinetiQ and QinetiQ shall not be liable for any costs or delays to the Contract resulting from any decision under this Clause.

15   COMMERCIAL CONFIDENTIALITY

15.1   Without prejudice to the rights of either Party arising elsewhere in the Contract, all Proprietary Information exchanged between the Customer and QinetiQ (including that contained in any Customer Resources and Deliverables) shall be treated as commercially confidential in accordance with this Clause.

15.2   Neither Party shall use, disclose or knowingly permit to be disclosed to any person (except those employees, agents or sub-contractors who need to know the information for the purposes of the Contract or to outsourced service providers to a Party who need to know the information for the purpose of providing services to that Party) any Proprietary Information of the other Party without the prior written consent of the other Party and both Parties shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Parties.

15.3   The obligations of confidentiality owed by one Party to the other set out in this Clause shall remain in force despite the completion (or earlier determination) of the Contract but shall not apply to information which:

15.3.1   is in or enters the public domain (otherwise than by a breach of the receiving Party's confidentiality obligations under the Contract);

15.3.2 is known without restriction to the receiving Party at the time of disclosure without breach of any obligation of confidentiality;

15.3.3 becomes known to the receiving Party without restriction from an independent source having the right to convey it on a non-confidential basis; or

15.3.4 is shown to the reasonable satisfaction of the originating Party to have been generated independently by the receiving Party.

15.4 Nothing herein shall prevent the disclosure of information by the receiving Party to the extent required by applicable law or by the regulations of any stock exchange or regulatory authority to which such Party is subject or pursuant to any order of court or other competent authority or tribunal PROVIDED THAT:

15.4.1 the receiving Party first gives the other Party, where possible, the opportunity to make and/or manage the necessary disclosure;

15.4.2 where the receiving Party is required to make the disclosure itself, the disclosure made is the minimum required (having regard to all possible exemptions from disclosure) and is made under maximum possible constraints of confidentiality; and

15.4.3 the other Party is provided with full information on the intended disclosure and is fully consulted.

15.5 This Clause shall not apply to the disclosure of any Proprietary Information contained in any Deliverables to the extent that such disclosure is reasonably necessary for the exercise by the Customer of the right referred to in Clause 6.3.

15.6 The Parties acknowledge that damages would not be an adequate remedy for any breach of this Clause and that (without prejudice to any other rights or remedies that the Parties may be entitled to as a matter of law), both Parties will be entitled to seek the remedies of injunction, specific performance, and other equitable relief to enforce the provisions of this Clause and no proof of special damages shall be necessary for the enforcement of the provisions of this Clause.

16 TERMINATION FOR BREACH

16.1 Without prejudice to any rights of action or remedy which have accrued or shall accrue, either Party (the "Terminating Party") may at any time by written notice (in accordance with Clause 22) terminate the Contract if:

16.1.1 the other Party is in breach of any material obligation under the Contract (which shall include non-payment of any sum due under the Software licence agreement or any other breach of that licence agreement) and if the breach is capable of remedy, the other Party has failed to remedy such breach within thirty (30) days of written notice to that Party requiring remediation of the breach; or

16.1.2 any distress, execution or other process is levied upon any of the assets of the other Party; or

16.1.3 the other Party enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other Party's undertaking or assets; or

16.1.4 the other Party ceases or threatens to cease to carry on its business.

16.2 This Contract shall automatically terminate upon any termination of the licence agreement relating to the Software, howsoever occasioned.

16.3 Without prejudice to any other right or remedy, where QinetiQ terminates the Contract under this Clause or termination of the Contract occurs pursuant to Clause 16.2, the Customer shall, within seven (7) days, pay to QinetiQ all outstanding payments invoiced by QinetiQ under the Contract at the date of termination (if any).

16.4 The provisions of Clauses 4.2, 5.5, 5.6, 6, 7.2, 8, 10, 12, 15, 17, 19, 20, 23.5, 24, 25 and 26 shall survive the expiry or termination of the Contract together with any other provision which by the nature of its terms is implicitly intended to survive expiry or termination.

17 FORCE MAJEURE

17.1 QinetiQ shall not be liable for any failure to perform, or any delay in performing, its obligations if the failure or delay is due directly or indirectly to any cause beyond the reasonable control of QinetiQ, which shall include but not be limited to any act of God, fire, flood, explosion, accident, war, governmental actions, strikes, civil disturbance or emergency.

17.2 In the event of failure or delay arising from such circumstances, QinetiQ will provide full details to the Customer and shall take reasonable steps to mitigate the effect of the delay. Performance of the Contract shall be suspended for such time as the delay continues.

17.3   Either Party may terminate the Contract upon written notice to the other Party and if the event of Force Majeure lasts more than 15 days. In such event the Parties shall, subject to the provisions of Clause 16.3, be released from all further obligations under the Contract and the Customer shall pay to QinetiQ, within seven (7) days, all outstanding payments invoiced by QinetiQ under the Contract at the date of termination (if any).

18   ASSIGNMENT

18.1   The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of QinetiQ.

18.2   QinetiQ may assign the Contract or any part of it to any person, firm or company.

19   PUBLICITY

19.1   Neither the Customer nor QinetiQ shall without the prior written consent of the other Party; (i) make use of the other Party's name; (ii) make use of the name of any of the other Party's personnel, customers or agents; (iii) make use of any information obtained under the Contract for publicity purposes; or (iv) refer to the other Party or the Contract in any advertisement or public announcement or notice except to the extent required by law or any competent regulatory body.

20   DISPUTE RESOLUTION

20.1   If any dispute arises out of or in connection with the Contract ("Dispute") the Parties undertake that, prior to the commencement of any legal proceedings pursuant to Clause 26, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both Parties. Either Party will be entitled to initiate the process by written notice to the other.

20.2   If the Dispute has not been resolved to the satisfaction of either Party within thirty days of initiation of the procedure pursuant to Clause 20.1 or if either Party fails or refuses to participate in or withdraws from participating in the procedure then either Party may deal with the Dispute through legal proceedings issued in accordance with Clause 26.

21   LICENCES AND CONSENTS

21.1   QinetiQ shall endeavour to obtain all necessary UK export or other licences, consents, clearances and/or authorisations (together, the "Licences") required in order to sell, export and provide the Services and Deliverables.

21.2   The Customer shall, at its own cost and expense, assist QinetiQ in obtaining an end-user certificate, undertaking or such other information as shall be reasonably required by QinetiQ to pursue any application for Licences.

21.3   Each Party shall comply with the terms or requirements of any Licences, end-user certificate or any other trade control legislation or regulations, which apply to the export, import, use or supply of the Deliverables or Services.

21.4   In the event that such Licences are not granted or are revoked, then:

21.4.1 such event shall be deemed to be a Force Majeure event under Clause 17 and QinetiQ shall have no liability to the Customer for completing the sale of any Services or Deliverables affected by such Licences, or for any loss, expense or damage whatsoever suffered by the Customer; and

21.4.2 notwithstanding Clause 17.3, QinetiQ may, by notice in writing to the Customer, immediately terminate the Contract or any part of it relating to the Services or Deliverables in respect of which the Licences have not been granted or have been revoked.

22   NOTICES

22.1   A notice given under or in connection with the Contract must be in writing and delivered by hand or sent by first class post to the Company Secretary at QinetiQ's registered office with a copy to the Commercial Manager at the address set out in the Contract or (as the case may be) to the address of the Customer shown in the Contract or to such other address or individuals as either QinetiQ or the Customer (as the case may be) may substitute by notice to the other Party.

22.2   Notice shall be deemed given:

22.2.1 if sent by first class post or international overnight courier: two business days after posting or sending by such courier exclusive of the day of posting or sending;

22.2.2 if delivered by hand: on the day of delivery.

23   MISCELLANEOUS

23.1   No amendment to the Contract shall be effective unless signed on behalf of both Parties.

23.2   A person who is not a Party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

23.3   Failure by either Party to enforce, at any time or for any period, any one or more of the terms or conditions of the Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Contract.

23.4   The Contract constitutes the entire agreement between the Parties in connection with its subject matter and neither Party has relied on any warranty, statement, representation or promise by or on behalf of the other Party, except as expressly set out in the Contract. Each Party agrees that its only liability in respect of the representations and warranties that are set out in the Contract (whether made innocently or negligently) shall be for breach of contract.

23.5   If any provision of these terms and conditions is held by any competent authority to be illegal, void, voidable, invalid, unenforceable or unreasonable in whole or in part it shall, to the extent of such illegality, invalidity, voidness, voidablity, unenforceability or unreasonableness be deemed severable and the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

24   BUSINESS ETHICS

24.1   Each party shall comply with the provisions of the Bribery Act 2010 and any other anti-corruption and anti-bribery laws, legislation, regulations or directives ("Anti-Corruption Legislation") which apply to its business or which apply in the place where the contract is performed. Each party will not, and will procure that its employees, subcontractors, agents and representatives will not, engage in any activity, practice or conduct which would constitute an offence under any applicable anti-corruption legislation. In addition the customer/supplier shall maintain in place policies and procedures governing its business ethics which ensures it complies with the requirements of the QinetiQ's/Purchaser's 'Group Business Ethics Policy' which can be viewed at: https://www.qinetiq.com/en-gb/about-us/corporate-responsibility

25.2   A breach of this Clause shall be deemed to be a material breach of the Contract.

25   SANCTIONS COMPLIANCE

25.1   Each Party shall comply with any trade, financial or other sanctions regime which apply in relation to its business including, without limitation, sanctions and embargos imposed by: (i) the UN, EU, UK or US (including regimes administered by the United States Department of the Treasury, Office of Foreign Assets Control (OFAC) and Her Majesty's Treasury); and (ii) any other such regime which applies in relation to a Party's business.

26   GOVERNING LAW AND JURISDICTION

26.1   The Contract and any dispute or claim arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with English law.

26.2   Each Party hereby irrevocably submits to the exclusive jurisdiction of the English Courts PROVIDED THAT each Party shall have the right to enforce a judgment of the English Courts in a jurisdiction in which the other Party is incorporated or in which any assets of the other Party may be situated AND FURTHER PROVIDED THAT each Party shall have the right to take proceedings before the courts of any competent authority of any country for injunctive or interim remedies in relation to any breach of the Contract including any infringement of a Party's Intellectual Property.