

APUC Sustain Website

These terms and conditions ("Terms") set out the basis upon which the website and service will be provided.

Please ensure you have read and understood the Terms prior to starting your response. When you start this process, this will be regarded as your agreement to these Terms.

1. Definitions and Interpretation

'Supplier' = means the organisation which has been provided by APUC or a Verifying Organisation with login details for the website, including all of its employees and any sites or departments which are under the management of that organisation.

'Verifier' = is a person identified (within a Verifying Organisation) and trained to carry out an assessment of a Supplier's evidence. The Verifier will also create 'Verifier Outputs' including Supplier key action plans, and have access to monitor sub-tier supply chain status.

'Verifying Organisation' = is the organisation to which the Verifier is linked (and which shall include APUC, a University or College, or another public body which has been approved by APUC).

'Contract Manager' = is the person responsible for the Supplier management within an Organisation entitled to use Sustain (and may include a head of procurement of an Organisation entitled to use Sustain). More than one Contract Manager may be linked to a Supplier. A Contract Manager will have access to the Verifier Outputs, as well as to sub-tier supply chain information, for the purposes of supplier improvement and supply chain awareness/risk management.

'Data Protection Legislation' = is, while they remain in force, the Data Protection Act 1998, the European Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003, once it comes into force the General Data Protection Regulation (GDPR) and any other laws and regulations relating to the processing of personal data and privacy which apply to a party and, if applicable, the guidance and codes of practice issued by the relevant data protection or supervisory authority.

'Intended Purpose' = The Supplier will be required to identify compliance with various statements at Bronze, Silver and Gold levels and upload data to support these statements. The Verifier will assess the supporting data supplied and confirm if the statements can be verified. The Verifier will create Verifier Outputs accessible by the Contract Manager(s) and the Supplier (as well as Sustain Admin) in order to drive ongoing compliance improvements, identify and manage risks, and address any areas of non-compliance.

The Supplier will be requested to submit their tier 1 supply chain details for their linked agreements and contracts. The system automatically applies an environmental, social and governance (“ESG”) rating to the source countries declared. The Contract Manager(s) will work with the Supplier to manage subsequent (upstream) supply chain tier disclosures.

Sub tier data will be visible to linked Contract Managers and Verifiers (as well as Sustain Admin) in order to increase supply chain transparency, understanding of compliance with the APUC Supply Chain Code of Conduct and manage supply chain risks.

High level summary results of the verified scoring will be made public on the website.

APUC aims, together with its client universities and colleges (and other Public Sector bodies that may use Sustain), to understand the sustainability achievements and progress of suppliers in our sector, understand standards in our supply chains, and also to help suppliers in our sector understand reasons and opportunities for improving and this is the purpose for which the data and information will be used.

‘Sustain Admin’ = APUC staff involved in the overall system management of Sustain.

2. General

- 2.1 You confirm that you are completing and submitting your response on behalf of your organisation as the Supplier and not as an individual, and that you hold appropriate authority to do so on behalf of your organisation.
- 2.2 The Supplier understands that this tool is designed to provide awareness and learning opportunities for universities and colleges in the UK (and other public bodies that may join the website) and their suppliers. It is not designed to be part of any pre-qualification or tender process and carries no guarantee as to any new business.
- 2.3 The Supplier understands that the service provided via the website is intended to be a continual improvement programme for suppliers and that an initial published score is a baseline only, on which the Supplier and Contract Manager should aim for improvements to be made.
- 2.4 APUC, as the site controller accepts no liability for how the Supplier chooses to use any of the information or results provided and use of such information is at suppliers’ own risk. Information provided on the website does not constitute any form of advice or recommendation by any Verifying Organisation and is not intended to be relied upon by the Supplier in making or recommending, decisions.

- 2.5 The Supplier will respond to all questions accurately and honestly and understand that a statement can only be verified with suitable supporting data attached. The Supplier acknowledges that the aim of the system is to provide the Supplier with an accurate picture of its current status and a suggestion towards future improvements, which can only be achieved through a truthful response.
- 2.6 The website and its service is provided free of charge to Suppliers. Suppliers shall treat the service respectfully and not misuse the service, causing unnecessary additional work for APUC or another Verifying Organisation.

3. Login

- 3.1 The Supplier will be provided with a login and password for access to the Supplier's details on the website. It is the Supplier's responsibility to keep its sign in details confidential always, not to share them with anybody, and to request a password reset from APUC if necessary.
- 3.2 The Supplier must notify APUC immediately of any unauthorised use of its login details or any other breach of security regarding our website that comes to its attention.

4. Further audits

- 4.1 The Supplier will support reasonable requests by a Verifier and/or Contract Manager either for further supporting data, or if required an onsite audit/audits to confirm its compliance statement(s) or to investigate an issue. Costs associated with an onsite audit (e.g. the Verifying Organisation's travel and staffing costs incurred as a result of the onsite audit) required to verify an element of the Supplier's submission will, unless agreed otherwise by the relevant parties, be borne by the Verifying Organisation.

5. Sub Tier Supply Chain Disclosure

- 5.1 The Supplier will be required to disclose its (upstream, towards source) tier 1 supply chain for linked agreements and contracts. The Supplier may also be required to disclose further tiers on request of the Contract Manager.
- 5.2 Information submitted by the Supplier relating to sub-tier supply chains ("Sub-tier Information") will not be made publicly available. Sub-tier Information will only be made available to a relevant Contract Manager, Verifier (and Sustain Admin) to determine further tiers to be disclosed or assessed, and track overall supply chain risk (as all sub-tier suppliers will have country risk allocated).

- 5.3 The Supplier shall treat all disclosed sub-tier supply chain information with respect and honesty to maintain the integrity of contractual relationships.
- 5.4 The Supplier shall work with the Contract Manager(s) should any issue arise or become known within the supply chain. This may include (but not be limited to) engaging with sub- tier suppliers on disclosure, assessments made via the website, on site audit requests or improvement activities, or identifying alternative sources in high risk areas.

6. Privacy and Use of Data

- 6.1 APUC will hold confidential and not disclose (subject to the following exceptions) any data (including Sub-tier Information) uploaded by the Supplier to third parties, including other stakeholder members, unless disclosure is required by law, the Supplier has given its consent in writing, the disclosure is to a Verifier, Contract Manager or member of Sustain Admin and is necessary for the Intended Purpose, or the information or data is or subsequently becomes available to the general public.
- 6.2 All data supplied by the Supplier will be held in accordance with clause 12.1 and (with the exception of Sub-tier Information which is dealt with in clause 5 above) will only be visible to APUC (as the site controller), the Verifier and to the Supplier uploading or submitting it. Data (excluding any Sub-Tier Information) will only be reviewed for the purpose of verifying the statements given by the Supplier.

7. Data Protection

- 7.1 In the event that the data provided by the Supplier constitutes Personal Data (as defined in the Data Protection Legislation), APUC and the Supplier will comply in all respects with the Data Protection Legislation.
- 7.2 APUC shall take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data (including, but not limited to, adequate back-up procedures and disaster recovery systems) to ensure a level of security appropriate to the risk and which, from implementation of GDPR satisfies the requirements of Article 32 of the GDPR as a minimum.
- 7.3 In the event that any Personal Data is submitted by the Supplier, the Supplier shall be responsible for ensuring that the data subject is made aware of the processing of their Personal Data by APUC in accordance with APUC's legitimate interests in ensuring sustainability of supply chains, and that the Personal Data shall be processed by APUC for the Intended Purpose only.

7.4 APUC shall process the Personal Data for the Intended Purpose only.

8. Termination/data retention

APUC shall securely store all supplied data for the Intended Purpose. If, for any reason the Supplier is no longer an active supplier (or sub supplier), to the sector, the Supplier's website account will be frozen and public scores removed from the website. Data will continue to be securely stored for a period of 3 years to enable the Supplier's account to be reinstated should they become an active supplier again. An inactive supplier can request at any time before the end of this 3 year period that its data is removed from the website. Upon such request, APUC or the Verifying Organisation will remove such data.

9. Intellectual Property

- 9.1 All intellectual property rights in and in relation to the website, including rights in software, interfaces, forms, concepts, ideas, know-how, methods, tools and data files ("Intellectual Property"), are and will remain the exclusive property of APUC. The Supplier may download information from the website for its own use only (including to fulfil the requirements for the Intended Use). Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of the copyright owner.
- 9.2 Notwithstanding clause 9.1, the Intellectual Property of the Country Risk Data supplied by Sustainalytics to APUC that is held on the Sustain website and made available to the Supplier shall vest wholly with Sustainalytics. The Supplier has the right to request to view a reasonable number of their country risk summary reports from APUC. APUC retains the right to reject such a request if it feels it will breach its terms with Sustainalytics. The Supplier is not permitted to reproduce, share, publish, commercially exploit or otherwise distribute this data.
- 9.3 All Intellectual Property in the data supplied by the Supplier shall be, and remain, vested in the Supplier.
- 9.4 For the purpose of fulfilling the Intended Purpose, the Supplier grants to APUC and the Verifying Organisation all necessary license rights, including the license to download, store and copy for archival or backup purposes data supplied by the Supplier.

10. Website and Service Provision

APUC shall use reasonable efforts to provide continuing availability of the website and service but shall not be liable for any loss suppliers may suffer as a

result of interruptions, down time or unavailability of the website or service. In the event that any defect in the website or problem with the service is notified to APUC in writing, APUC shall use its reasonable efforts to remedy the defect.

11. Governing Law

These Conditions are governed by and construed in accordance with the laws of Scotland and the Scottish Courts will have exclusive authority to settle any dispute.

12. Security

12.1 The Supplier's information is stored securely on our database servers hosted in the UK and complies with International Organisation for Standardisation Policy ISO27001:2013 (Information Security Management Systems).

12.2 The Supplier will not misuse the website by knowingly introducing viruses or material which is malicious or technologically harmful. The Supplier must not attempt to gain unauthorised access to the website, the server on which the website is stored or any server, computer or database connected to the website.

12.3 The Supplier may download various files from the website. Neither APUC, other Verifying Organisations or agents or employees thereof shall accept responsibility for any viruses or malicious or technologically harmful material which may infect your computer equipment, computer programs, or data as a result of the Supplier's use of the website or the downloading of any material posted on it.

13. Indemnity

The Supplier warrants that it has the right to upload data uploaded by the Supplier to the website and make it available to APUC or the Verifying Organisation for the purpose of verification. The Supplier agrees to indemnify and keep indemnified APUC against all legal fees, damages and other expenses that may be incurred as a result of the Supplier's breach of this warranty. Data uploaded by the Supplier must not be defamatory, offensive, fraudulent or threatening and or contravene any local or national law.

14. Liability

Neither APUC, other Verifying Organisations, or agents or employees thereof, shall be liable either in contract or otherwise for any loss of revenue, profits, goodwill, business contracts, anticipated savings or for any indirect or consequential loss or damage arising out of or in connection with the use of the website or information, content or materials included on the website.

15. Changes to the Services

The website service is provided on an "as is" basis and is subject to change. APUC reserves the right to withdraw elements of the service at any time and will not be liable to the Supplier for any losses the Supplier might suffer as a result of this.

16. Changes to the Terms

Any changes made to this agreement will be made on this page and dated. If they are material changes (as opposed to minor typographical, stylistic changes or those that will not affect the service provided to the Supplier) and the Supplier is not happy with these changes, please let us know. The Supplier's continued use of the website will be taken as its acceptance of any changes to the Terms.

17. Service Emails

APUC may send the Supplier service emails which are emails necessary to administer the service. Service emails include registration and password change confirmations, and welcome emails that provide useful information about how to use the service. Also, if a fundamental change is made to the Terms or the website which the Supplier needs to be made aware of (for legal or simply for courtesy reasons); we may send the Supplier a service email.

18. Use of Cookies

The website uses small text files known as 'cookies' to enhance the Supplier's experience of our service. To facilitate optimal use of the service, a temporary 'session' cookie is used which helps the Supplier to navigate through the website and enhances the user experience. This cookie disappears when the browser session ends, or when the 'Log Out' link on the website homepage is clicked. Without this cookie, every page visited would treat the Supplier as a completely new visitor. This cookie does not identify the Supplier personally and is not linked to any other information about the Supplier.

Most internet browsers are automatically set up to accept cookies, but it is possible to set your browser to refuse a cookie by changing browser security settings, or asking the browser to show where a cookie has been set up. The Supplier may also be asked to consent to the use of certain cookies upon entering or registering on our website. Certain features on our website are only activated by the presence of a cookie so, if certain cookies are not accepted, our website might not work properly, and particular features of this website may not be available to the Supplier. To find out more on how to disable/enable cookies, click the following link <http://www.allaboutcookies.org/manage-cookies/>.