

TO BE USED FOR GOODS OR SERVICES



**TRINITY COLLEGE DUBLIN
PURCHASE ORDER FORM**

Name of Supplier	
Supplier's Address	

Supplier Contact			
Phone	Fax	E-Mail	

Trinity College Contact			
Phone	Fax	E-Mail	

Goods /Services	Unit/EUR€
<i>(Insert Details)</i>	

SPECIAL TERMS / CONDITIONS
Duration of Agreement
Royalty Conditions

SIGNED for and on behalf of TRINITY COLLEGE DUBLIN in the presence of:- Signed: _____ Printed Name: _____ Title: _____	SIGNED for and on behalf of SUPPLIER in the presence of:- Signed: _____ Printed Name: _____ Title: _____
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In these terms and conditions, the following terms shall have the following meanings:

“**Agreement**” means the Purchase Order and these terms and conditions of purchase.

“**Buyer**” means Trinity College Dublin, College Green, Dublin 2.

“**Goods**” means the products the subject of the Purchase Order.

“**Purchase Order**” means the commercial purchase order form attached to these Conditions of Purchase.

“**Services**” means the services the subject of the Purchase Order.

“**Supplier**” means the person or Company to whom the order for Goods and/or Services (as applicable) is addressed, as more particularly set out on the Purchase Order.

1. GOODS DELIVERY

1.1 The Goods, properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport, shall be delivered by the Supplier, at or dispatched for delivery to the place or places and in the manner specified on the Purchase Order or as otherwise agreed between the Buyer and the Supplier.

1.2 By accepting the Purchase Order, the Supplier confirms that the required delivery dates will be met. In the event that the Supplier cannot meet or has reasonable grounds to anticipate that it will not be able to meet the delivery dates, the Supplier must notify the Buyer in advance of accepting the Purchase Order. Failure to do so shall entitle the Buyer to terminate this Agreement immediately upon notice without any further obligation to the Supplier.

1.3 The Goods will not be deemed to have been delivered to the Buyer in the absence of a signed acknowledgement of delivery by the Buyer.

2. SERVICES

The Supplier shall commence provision of the Services on the date set out on the Purchase Order and in accordance with the Purchase Order and these Terms and Conditions.

3. SUB-CONTRACT

The Supplier shall not, without the prior consent in writing of the Buyer, assign, sub-contract or otherwise transfer its rights or obligations under this Agreement or any part thereof. In the event that such consent is forthcoming, the Supplier shall remain primarily responsible for the performance of its obligations under this Agreement and shall ensure that the assignee or sub-contractor is bound by terms and conditions equivalent to the terms and conditions of this Agreement.

4. CONFIDENTIALITY

The existence and terms of this Agreement together with the subject matter thereof, including without limitation all financial and other non-public information relating to the business of the Buyer shall be treated as confidential information between Supplier and Buyer, and shall not be disclosed by the Supplier or any approved sub-contractor to any third party, or used by the Supplier or any approved sub-contractor for advertising, display, or other form of publication without prior consent in writing by the Buyer.

5. INTELLECTUAL PROPERTY

5.1 The Buyer hereby grants to the Supplier a personal, non-transferable and non-exclusive licence to utilise the trade marks and such other of the Buyer’s intellectual property which it is necessary for the Supplier to have access to and make use of in pursuance of its obligations under this Agreement and subject always to the Buyer’s trade marks usage policy accessible at www.tcd.ie/Secretary/Policies.

5.2 The Supplier shall not sell goods comprising or protected by the intellectual property of the Buyer unless expressly authorised to do so by the Buyer.

5.3 The Supplier shall not use any trade or service mark which is colourably or phonetically similar to the trade marks of the Buyer whether during the Term as agreed in the Agreement, or thereafter, and irrespective of whether this Agreement has expired or is terminated.

5.4 The Supplier shall notify the Buyer immediately if the Supplier becomes aware of any illegal or unauthorised use of any of the intellectual property and will assist the Buyer (at the Buyer’s expense) in taking all steps necessary to defend the Buyer’s rights therein.

5.5 The Supplier shall ensure that its employees, agents and sub-contractors are aware of and fully comply with the terms of this clause 5 and will, if so required by the Buyer, procure that its employees, agents and sub-contractors execute an acknowledgement and undertaking to this effect in favour of the Buyer.

5.6 The Supplier shall execute at the Buyer’s cost and expense, any document to establish, perfect or enforce the Buyer’s right and interest in its intellectual property or to any associated goodwill.

5.7 Upon termination or expiry of this Agreement, the Supplier shall forthwith discontinue use of all intellectual property, including without limitation the trade marks of the Buyer.

6. WARRANTIES AND REPRESENTATIONS

The Supplier represents and warrants and it shall be a condition of this Agreement:

(a) that the Goods shall be of merchantable quality and shall be fit for the purposes for which they are intended;

(b) that it has full capacity and authority to enter into and perform this Agreement;

(c) that it has good title to sell the Goods to the Buyer and that the Goods are free from any encumbrances;

(d) that the Services to be performed by it under this Agreement shall be performed with all reasonable skill and care and in a timely manner.

7. PRICES AND ACCOUNTING

7.1 The price payable for the Goods and/or the Services shall be as set out in the Purchase Order and shall not vary unless agreed in writing between the Buyer and the Supplier.

7.2 All monies payable under this Agreement shall be payable in accordance with the Late Payments in Commercial Transactions Regulations, 2002 and shall be paid in Euro unless otherwise agreed in writing between the Buyer and the Supplier.

7.3 Invoices should be sent to the Buyer Ordering Department and contain all necessary information to enable the order to be processed for payment including the Purchase Order Number and the Buyer’s V.A.T Registration Number

7.4 The Supplier is required by legislation to provide the Buyer with a valid Tax Clearance Certificate if the cumulative annual value of all contracts awarded by the Buyer exceeds €6,350. Payments held awaiting Tax Clearance Certificates or Statements of Suitability will be paid within 14 days of the receipt of such certificates.

7.5 The Supplier shall pay Trinity College the Royalty per Quarter in accordance with the Special Terms in the Agreement.

8. TERMINATION AND CANCELLATION

8.1 The Buyer reserves the right to cancel the Purchase Order or any part of it at any time up to three working days prior to commencement of the Services or delivery of the Goods and in any event the Buyer may terminate this Agreement immediately upon notice in the event that:

(a) the Goods are not received by the date specified on the Purchase Order;

(b) the Goods do not strictly comply with the description, specifications, and drawings relating thereto;

(c) the material or workmanship associated with the delivery of the Goods is not sound in every respect or does not reach the standard specified or does not pass such inspection as may reasonably be required by Buyer or Buyer’s customers;

(d) the Goods are not of merchantable quality and/or fit for the purpose for which they were purchased by the Buyer; or

(e) the Services are, in the reasonable opinion of the Buyer, not provided with reasonable skill and care or are in any other way not appropriate for the purposes for which they were required and sought by the Buyer.

8.2 In the event of a cancellation or termination in accordance with this clause 8, the Supplier shall immediately refund the Buyer in respect of all sums paid by it in respect of the provision of the Goods and/or Services and return all artwork or other devices used to reproduce or containing the Intellectual Property of the Buyer.

9. DAMAGE OR LOSS IN TRANSIT

The Supplier will repair or replace, free of charge, goods damaged or lost in transit provided the Buyer shall give the Supplier written notification of such damage or loss within such time as will enable the Supplier to comply with the carrier’s conditions of carriage as affecting loss or damage in transit or when delivery is made by the Supplier’s own transport, within a reasonable time.

10. GENERAL

10.1 This Agreement shall be determined in accordance with the laws of Ireland and the parties hereby submit to the non-exclusive jurisdiction of the courts of Ireland.