

ORDERS ARE PLACED ONLY SUBJECT TO THE CONDITIONS OF PURCHASE OF THE BUYER PRINTED ON THIS FORM TO THE EXCLUSION OF ANY CONDITIONS OF TRADING WHICH THE SUPPLIER MAY PURPORT TO IMPOSE

CONDITIONS OF PURCHASE - October 2015 - Version 4

1. DEFINITIONS

In these conditions ("Conditions") the following words shall have the following meanings:

"IPHA Codes"	the IPHA Code of Marketing Practice for the Pharmaceutical Industry, Edition 8.1 and the IPHA Code of Standards of Advertising Practice for the Consumer Healthcare Industry, Revision 5.1, as each/either may be amended, supplemented or replaced from time to time and which may be found on IPHA's website (http://www.ipha.ie);
"Buyer"	the Novartis Company named under "Invoicing address" on the relevant Order;
"Contract"	the Order and the Supplier's acceptance of the Order, together with any other agreed form of contract between the parties which shall take precedence over these Conditions;
"Control"	the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise;
"Goods"	any goods, or parts of them, agreed in the Contract to be purchased by the Buyer from the Supplier, including any materials to be supplied or affixed in connection with the Services;
"Guarantee Period"	the standard guarantee period provided by the Supplier in respect of the Goods and/or Services unless a lengthier period is specified in the Order;
"Intellectual Property Rights"	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"Novartis Affiliate"	any entity over which the Buyer directly or indirectly has Control or which directly or indirectly has Control over the Buyer or which is under the joint Control of the Buyer;
"Order"	the Buyer's written instructions to supply the Goods and/or perform the Services, incorporating these Conditions;
"Services"	any services agreed in the Contract to be purchased by the Buyer from the Supplier;
"Supplier"	the natural person, corporate or unincorporated body (whether or not having separate legal personality) who accepts the Order.

2. OFFER AND ACCEPTANCE

- 2.1. The Supplier's initial quotation to provide the Goods and/or Services shall constitute an offer to supply and shall be deemed to be accepted by the Supplier's receipt of this Order.
- 2.2. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 2.3. Each Order must be treated as confidential and the Supplier must not make disclosure of the details thereof to third parties without the prior written authority of the Buyer. The price of the Goods and/or Services shall be as stated on the Order receipt unless any other price is subsequently agreed in writing. If no price is stated, the Goods or Services will be billed at the price last quoted by the Seller or the prevailing market rate whichever is the lower.

3. SET-OFF

The Supplier shall not be entitled to exercise in relation to any Contract any right of set-off or counter-claim

4. VARIATIONS

Neither the Buyer nor the Supplier shall be bound by any variation, waiver of or addition to these Conditions except as agreed by both parties in writing.

5. QUALITY, DESCRIPTION AND FITNESS

- Subject to clause 9 (rejection) and clause 10 (guarantee) the Goods and Services shall:
- 5.1. conform as to quantity, quality and description to the particulars stated in the Order and be of the highest standard unless otherwise specified;
- 5.2. be of sound materials and workmanship;
- 5.3. conform in all respects to the samples, patterns, specifications, manufacturing instructions or other descriptions provided by either party;
- 5.4. be capable of any standard of performance specified in the Order;
- 5.5. if the purpose for which they are required is indicated in the Order either expressly or by implication, be fit for that purpose regardless of whether or not they have been purchased under a patent or trade name;
- 5.6. be provided in accordance with the Novartis Supplier Code and the other codes, policies and guidelines which can be found at <https://www.novartis.com/about-us/corporate-responsibility/resources-news/codes-policies-guidelines>, which supplier hereby confirms it has read and understood;
- 5.7. in the case of Services, be performed by appropriately qualified and trained personnel, with the due care and diligence, prudence and foresight which would reasonably be expected from a leading service provider of services similar to the Services.

6. DELIVERY

- 6.1. The Goods and Services shall (as appropriate) be properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport and shall be delivered or performed by the Supplier at, or despatched for delivery to, the place and in the manner specified in the Order or as otherwise reasonably requested by the Buyer.
- 6.2. Delivery shall be made at the Supplier's expense.
- 6.3. Any arrangements for the return of packing cases, skids, drums and other re-usable articles used for packing the Goods shall be specified in the Order. Unless otherwise stated such articles are returnable at the Supplier's risk and expense.
- 6.4. The Buyer shall not be liable for any material, raw or processed, provided by the Supplier in excess of the Order.
- 6.5. Premium cost shipment for late deliveries will be at the expense of the Supplier.
- 6.6. Rejected Goods or any Goods delivered in excess of quantities ordered are returnable at the Supplier's risk and expense.

7. PASSING OF PROPERTY AND RISK

- 7.1. The property in the Goods shall pass to the Buyer on delivery unless payment for the Goods is made prior to delivery when it shall pass on payment (without prejudice to any right of rejection which may accrue to the Buyer under these Conditions), and in such case the Supplier shall store such Goods separately such that they are readily identifiable as the Buyer's property. The Goods shall be kept in a satisfactory condition and remain at the risk of the Supplier until delivery to the Buyer is complete (including off-loading and stacking).

- 7.2. If the Supplier postpones delivery at the request of the Buyer pursuant to clause 6.1 (delivery), the property in the Goods shall pass to the Buyer seven days after the date of receipt of notification from the Supplier that the Goods are due and ready for delivery or on such other date as may be agreed in writing but the Goods shall nevertheless remain at the Supplier's risk until delivery has been completed (including off-loading and stacking).

8. TIME

- 8.1. The Supplier shall deliver the Goods and perform the Services at the time specified in the Order, and time shall be of the essence. Time shall begin to run from the date of acceptance by the Supplier of the Order or the date on which the Supplier is placed in possession of such information and drawings as may be necessary to enable it to start work (whichever may be the later).
- 8.2. If the Goods or Services or any portion thereof are not delivered or performed (as the case may be) within the time or times specified in the Contract (or any extensions of such time or times agreed by the parties in writing) the Buyer shall be entitled to terminate the Contract by written notice to the Supplier. For the avoidance of doubt the Buyer shall then be entitled to seek an alternative source in respect of the Goods or Services which have yet to be delivered or performed and in respect of any other Goods or Services delivered or performed under the Contract which cannot be effectively and commercially used by reason of the non-delivery or non-performance. On such termination the Buyer shall be entitled:
- 8.2.1. to return to the Supplier at the Supplier's risk and expense any of the Goods already delivered but which cannot be effectively and commercially used and to recover from the Supplier any moneys paid by the Buyer in respect of such Goods and any Services performed by the Supplier which are of no effective or commercial use because of the non-delivery or non-performance; and
- 8.2.2. to recover from the Supplier any additional expenditure reasonably incurred by the Buyer in obtaining other goods or services in replacement of those in respect of which the Contract has been terminated.

9. REJECTION

- 9.1. The Buyer may by notice in writing to the Supplier within 28 days after delivery, or such other period as may be agreed by the parties in writing, reject the Goods or the Services (as the case may be) and, where any such Goods or Services do not comply with the Contract, may require replacement Goods or the re-performance of the Services by the Supplier so as to ensure compliance with the terms of the Contract.
- 9.2. The Buyer shall when giving notice of rejection specify the reason therefore and shall thereafter return the rejected Goods to the Supplier at the Supplier's risk and expense. If required by the Buyer the Supplier shall within seven days after the date of the notice of rejection replace such rejected Goods with goods which are in all respects in accordance with the Contract and re-perform the Services to conform with the terms of the Contract.
- 9.3. Any moneys paid by the Buyer to the Supplier in respect of any rejected Goods or Services that are not replaced or re-performed by the Supplier, together with any additional expenditure or loss over and above the Contract price reasonably incurred by the Buyer in obtaining replacement goods or services shall be reimbursed by the Supplier to the Buyer.
- 9.4. Alternatively the Buyer may (subject to reasonable payment for Goods or Services already delivered or performed where these have been accepted by the Buyer) terminate the Contract with immediate effect by notice in writing. The Buyer shall specify in its notice of termination the reasons for rejecting the Goods or Services and shall return the rejected Goods to the Supplier at the Supplier's risk and expense.

10. GUARANTEE

- 10.1. If within the Guarantee Period the Buyer gives notice in writing to the Supplier of any defect in the Goods or Services which shall arise under proper use from faulty design (other than a design made, furnished, or specified by the Buyer for which the Supplier has in writing disclaimed responsibility), materials or workmanship, the Supplier shall at its own expense promptly replace, re-perform, repair or correct the Goods or Services so as to remedy the defects without cost to the Buyer.
- 10.2. The Buyer shall, as soon as practicable after discovering any such defect or failure, notify the Supplier in writing of the defective performance of the Services or return the defective Goods or parts thereof to the Supplier and at the Supplier's risk and expense (unless it has been agreed between the parties that the necessary replacement, repair or correction shall be carried out by the Supplier on the Buyer's premises).

11. DAMAGE OR LOSS IN TRANSIT

- The Supplier shall repair or replace, either free of charge or by agreeing to give a credit in respect of, any Goods damaged or lost in transit provided that 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 where delivery is made by the Supplier's own transport, within a reasonable time.

12. PAYMENT

- 12.1. Unless otherwise agreed in writing and subject to clause 12.5, the Buyer shall pay the price of the Goods and Services by the end of the month following the month in which a properly completed invoice is received in the Ariba Network platform or at invoices.frimley@novartis.com, or, if later, after acceptance of the Goods and Services by the Buyer.
- 12.2. The Buyer shall be entitled to set off against the price for the Goods and Services any sums owed to the Buyer by the Supplier.
- 12.3. Time for payment shall not be of the essence of the Contract.
- 12.4. If the Buyer fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount in accordance with applicable statutory provisions. This clause shall not apply to payments that the Buyer disputes in good faith.
- 12.5. If the payment of a sum is disputed, the Buyer will write to the Supplier to notify it of the dispute and to state the value of the amount in dispute. The Supplier shall then issue a credit note to the Buyer for the full value of the invoice and send the Buyer an invoice for the undisputed value of the sums due. Once the dispute is resolved, the Supplier shall be entitled to issue another invoice to cover any further amount which may be payable. The Buyer shall pay the price of the Goods and Services covered by each re-issued invoice by the end of the month following the month in which each such properly completed invoice is received.

13. CARE OF BUYER'S PROPERTY

- 13.1. All materials, equipment, tools, dies, moulds and the Intellectual Property Rights in all materials, equipment, tools, dies, moulds, drawings, specifications and data supplied by the Buyer to the Supplier or not so supplied but used by the Supplier specifically in the manufacture of the Goods or the provision of the Services shall at all times be and remain the exclusive property of the Buyer and shall be held by the Supplier in safe custody at its own risk, kept in good condition by the Supplier until returned to the Buyer and shall not be disposed of other than in accordance with the Buyer's written instructions.
- 13.2. The Supplier shall not use such items other than in connection with the supply of the Goods and/or Services unless such use is expressly authorised by the Buyer in writing. Use of such items by the Supplier shall constitute the Supplier's agreement that such materials are suitable for the purpose intended.
- 13.3. Neither the existence nor the contents of any such item shall be communicated to any unauthorised person and it shall be kept secret and confidential.
- 13.4. The Supplier shall, at its own expense, insure any material or property sent to it by the Buyer against any damage which may occur to it whilst in the Supplier's custody.

14. STATUTORY REQUIREMENTS

- 14.1. The Supplier warrants that the Supplier and the design, construction and quality of the Goods and Services to be supplied or performed under the Contract comply in all respects with all relevant requirements of the IPHA Codes as well as any law, rule, regulation, statutory instrument, formal guidance, order, or other instrument having the force of law. (the "Legal Requirements")
- 14.2. The Supplier shall upon written request provide the Buyer with any information reasonably required by the Buyer for the monitoring and facilitation of the Buyer or Supplier's compliance with the Legal Requirements.

15. BUILDING AND REPAIR WORKS

- 15.1. All building and repair works shall be completed by the time stated strictly in accordance with the relevant bill of quantities and/or the plans agreed without deviation and the Supplier shall be entitled to payment only after the production of the certificate signed by the Buyer's architect, surveyor or engineer that the works are satisfactory.
- 15.2. The workmen of the Supplier or of their permitted sub-contractor shall on first arrival report to the Buyer's security officers and shall not commence the works until a pass signed by the safety engineer of the Buyer has been issued to them.
- 15.3. The Supplier shall undertake that it and its permitted sub-contractors and their respective workmen will commit no act on the Buyer's premises which will render the Buyer liable at common law or by virtue of any statute as occupiers and that the Supplier and its permitted sub-contractors and their respective workmen shall observe all statutory provisions and regulations relating to the safety of persons using the Buyer's premises.

16.	INTELLECTUAL PROPERTY RIGHTS	Personal Data may be disclosed to any other Novartis Affiliate or external service providers which may be located outside of Ireland or the EU for the purposes indicated at 23.3 above or to other third parties where required by law.
16.1.	The Supplier assigns to the Buyer, with full title guarantee and freefrom all third party rights, all Intellectual Property Rights resulting from the provision of the Services.	The Buyer will take all reasonable steps to ensure that Personal Data that is collected by it is processed in accordance with the applicable statutory provisions.
16.2.	The Supplier shall obtain waivers of all moral rights in the products of the Services to which any individual is now or may be at any future time entitled under Chapter 7 of Part II of the Copyright and Related Rights Act 2000 as amended or any similar provisions of law in any jurisdiction.	
16.3.	The Supplier shall, promptly at the Buyer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Buyer may from time to time require for the purpose of securing for the Buyer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Buyer in accordance with 16.1.	24. FORCE MAJEURE Neither party shall be liable to the other party for any delay or non-performance of its obligations under a Contract arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion. Subject to the affected party promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance, and provided the affected party uses its reasonable endeavours to limit the effect of that delay or non-performance on the other party, the performance of the affected party's obligations, to the extent affected by the cause, shall be suspended during the period that the cause persists. If performance is not resumed within 30 days after that notice the other party may terminate the Contract immediately by written notice to the affected party.
17.	PRODUCTS, METHODS AND MANUFACTURING PROCESSES Any unpatented knowledge or information concerning the Supplier's products, methods or manufacturing processes which the Supplier may disclose to the Buyer incidentally to the manufacture or performance of the Goods or Services covered by an Order shall, unless otherwise specifically agreed to in writing, be deemed to have been disclosed as a part of the consideration under the Contract, and the Supplier agrees not to assert any claim against the Buyer by reason of the Buyer's use or alleged use thereof.	25. DISPUTES Any claim or dispute arising under any Contract exceeds EUR 100,000 in value (including VAT) and which cannot be resolved by the parties' respective project managers in good faith shall be referred to the managing directors or CEO's for the Irish businesses of both parties for resolution. If the claim or dispute remains unresolved within 30 days after such referral, then the parties shall refer such matter to mediation and, subject to the following provisions of this clause 24, a mediator reasonably acceptable to both parties shall be appointed accordingly. 25.1. In the event that the parties cannot agree on the appointment of such mediator either party may within fourteen days of the date of the proposal to appoint a mediator apply to the Centre for Dispute Resolution ("CEDR") to appoint a mediator who will act in accordance with the CEDR procedures. 25.2. If the parties fail to reach agreement in the structured negotiations within sixty days after the appointment of the mediator then any dispute or difference between them may be referred to the courts unless within such period the parties agree to refer the matter to arbitration before an arbitrator whose method of appointment is agreed between them. Mediation is without prejudice to the rights of the parties in any future proceedings.
18.	CHANGES The Buyer shall have the right by written notice to vary the work to be performed by the Supplier hereunder. If such changes cause an increase or decrease in the amount due under the Order or in the time required for its performance, an equitable adjustment shall be made and the Order shall be modified in writing accordingly. Adjustments in respect of quantity reductions shall be on a cost basis and in no event shall the Buyer have any liability for loss of anticipatory profits of either the Supplier or the Supplier's suppliers or permitted sub-contractors. Claims by the Supplier under this clause 18 together with cost breakdown in a form acceptable to the Buyer, must be made within thirty days after the date the change is ordered or within such further period as the Buyer may allow, provided however that nothing in this clause 18 shall excuse the Supplier from proceeding with the work to be performed hereunder as changed, nor extend delivery schedules without written authorisation by the Buyer.	26. LAW OF THE CONTRACT 26.1. Each Contract shall be governed by and interpreted in accordance with Irish Law. The parties agree that, subject as provided below, the courts of Ireland shall have jurisdiction to settle any disputes arising out of or in connection with the Contract which are not resolved by mediation or arbitration under clause 25 (disputes) and the parties accordingly submit to the jurisdiction of the Irish courts. 26.2. Nothing in this clause 25 limits the right of the Buyer to bring proceedings against the Supplier arising out of or in connection with the Contract: (a) in any other court of competent jurisdiction; or (b) concurrently in more than one court of competent jurisdiction. 26.3. Where the Contract is for the supply of goods as well as services statutes governing the sale of goods shall apply except where inconsistent herewith.
19.	ASSIGNMENT AND SUB-CONTRACTING The Supplier shall not assign, sub-license, transfer or otherwise dispose of any of its rights or sub-contract, transfer or otherwise dispose of any of its obligations under the Contract without the prior written consent of the Buyer. If the Supplier sub-contracts any of its obligations under the Contract the Supplier shall remain liable for the acts and omissions of its sub-contractors as if they were its own acts and omissions.	27. SEVERANCE 27.1. If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. 27.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
20.	INDEMNITY	28. THIRD PARTY RIGHTS The Contract is made for the benefit of, and the Buyer's rights may be enforced by, all Novartis Affiliates but the Buyer and the Supplier may vary or rescind the Contract without notifying or obtaining the consent of any Novartis Affiliate (other than the Buyer).
20.1.	The Supplier shall keep the Buyer indemnified in full against all direct, indirect or consequential liability or loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against, incurred or paid by the Buyer as a result of or in connection with:	29. TERMINATION The Buyer shall be entitled forthwith to terminate the Contract by written notice to the Supplier if: The Supplier commits any material breach of any of these Conditions or of any other provision of the Contract; the Supplier commits any act of bankruptcy or has a receiver or administrative receiver appointed of the whole or any part of its assets or if an order is made or resolution passed for the winding up of the Supplier or its business or the Supplier becomes subject to an administration or examination order or enters into a voluntary arrangement with its creditors or the Supplier is the subject of any equivalent event or proceeding under the laws of any jurisdiction; or The Supplier is subject to a change of Control; or the Buyer reasonably apprehends that any of the events mentioned in clause 21.2 and 21.3 are about to occur in relation to the Supplier and notifies the Supplier accordingly. Novartis may terminate this Agreement at any time, with immediate effect, by written notice to the Third Party, in the event that the Third Party breaches Sections of the Agreement [insert the number of the section of the Compliance with Law Section, Responsible Procurement section, of Audit Rights and if applicable the provision of the Compliance Confirmation], [refuses or obstructs an audit pursuant to Section 2 Responsible Procurement] or the Third Party makes any material omission or misrepresentation of information in responding to the 'Questionnaire for Third Parties' (comprehended before entering into this Agreement).
20.1.1.	Defects in the Goods or Services;	30. Compliance with Law In exercising its rights and performing its obligations under this Agreement, the Third Party will: (a.) Not promise, offer, pay, cause to pay, accept payment or induce payment or take any action that could be considered a bribe; (b.) comply with all applicable laws and regulations, including those related to bribery and corruption (such as, but not limited to, the US Foreign Corrupt Practices Act, UK Bribery Act); (c.) comply with industry standards; (d.) comply with all policies and guidelines provided to it by Novartis in relation to the Third Party's activities under this Agreement including without limitation the Novartis Supplier Code, and as amended from time to time. In the event that Novartis issues additional guidelines or policies in relation to the Third Party's activities under this Agreement, Novartis will provide the Third Party with a copy and the Third Party will duly comply with such guidelines and policies thereafter. The Third Party hereby confirms that it has read and understood the above mentioned Novartis policies and guidelines; and (e.) Perform its obligations under this Agreement with high ethical and moral business and personal integrity standards.
20.1.2.	an infringement or alleged infringement of any Intellectual Property Rights arising from the use, manufacture or supply of the Goods, from the provision of the Services by the Supplier, and/or from the use of the Services or the results of the Services by the Buyer, in each case provided always that this indemnity shall not apply to any infringement which is caused directly by the Supplier having followed a design furnished or specified by the Buyer for which the Supplier has in writing disclaimed responsibility prior to the making of the Contract; and/or	
20.1.3.	any claim made against the Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by the Buyer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods or the provision of the Services by the Supplier, its employees, servants, agents or sub-contractors.	
20.2.	The Supplier shall effect and cause any permitted sub-contractor to effect insurance cover satisfactory to the Buyer (and in any event to be not less than EUR 2,600,000 in respect of any one claim arising out of one occurrence and to include an indemnity to principals) against public liability, employer's liability claims and other third party risks (including fire and explosion) in respect of any period during which any of the employees or agents of the Supplier or of its permitted sub-contractors are acting in conjunction with an Order and shall on demand produce to the Buyer satisfactory evidence of such insurance and if it shall fail to do so the Buyer may insure against any risk with respect to which the default shall have occurred and may deduct the premiums payable from any money due or to become due to the Supplier.	
20.3.	The Supplier shall not be liable to the Buyer for any damage or injury to the extent that the same is caused by the acts, defaults or omissions of the Buyer.	
20.4.	The Supplier shall, during the term of the Contract, and for a period of six years thereafter, do nothing to invalidate any insurance policy or to prejudice the Buyer's entitlement thereunder and shall, and shall procure that its insurers shall, retain records of insurance for a period of at least six years after the expiry of any policy.	
21.	RIGHT TO AUDIT	
21.1.	During the term of this Contract and until the end of two (2) years after (i) the termination or expiration of this Contract or (ii) Buyer's last payment pursuant to any Order, whichever is later, Supplier shall keep and make available to Buyer, its auditors and designated audit representatives for inspection and audit upon reasonable notice and during normal business hours, supporting evidence for all amounts billed to Buyer, including but not limited to employee billing/time records relating to provision of Goods and Services, invoices from third parties and payment records relating to fees and out-of-pocket expenses incurred by Supplier for procuring services and materials, and other supporting records relating to invoices submitted by Supplier to Buyer. (The preceding sentence shall not apply to Orders or portions thereof under which Buyer and Supplier agree to compensation for a fixed sum.)	
21.2.	Any such audits or inspections shall be conducted at Buyer's expense; however, in the event an audit or inspection reveals an overcharge equal to or in excess of ten percent (10%) of the total billed fees and expenses for the audited Orders or portions thereof, Supplier shall bear the cost of the audit.	
21.3.	In the event of Buyer legal matters, including civil litigation and governmental investigations, to the extent such matter relates to Buyer's retention of Supplier to provide Goods and Services under this Agreement or Orders issued hereunder, the provision of Goods and Services by Supplier, or direction given to Supplier, Supplier agrees that it will reasonably cooperate as requested with respect to such matter and shall honour any request by Buyer for the return of Buyer's information or property.	
21.4.	The Third Party's refusal or obstruction to audit the Third Party's records shall constitute a material breach of this Agreement, and Novartis shall have the right to terminate this Agreement according to Section 29.	
22.	CONFIDENTIALITY	
22.1.	The Supplier shall not announce or disclose the existence of any contractual arrangement or any dispute between the Supplier and the Buyer or its terms unless specifically agreed in writing by the Buyer or as required by law or any regulatory authority or where a disclosure is to the Supplier's professional advisers. Any such announcement or disclosure by the Supplier shall in any event be made only after prior consultation with the Buyer.	
22.2.	The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Supplier, its employees, agents or subcontractors, and any other confidential information concerning the Buyer's business or its products or its services which the Supplier may obtain. The Supplier shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Supplier. This clause 22 shall survive termination of the Contract.	
23.	DATA PROTECTION	
23.1.	The Supplier may provide to the Buyer Personal Data (as defined under statute) relating to itself (if a natural person) or its employees and representatives.	
23.2.	The Supplier now confirms that it has obtained the necessary consent (where required) to provide such Personal Data to the Buyer.	
23.3.	The Buyer may process that Personal Data in the course of the provision of the Goods or Services herein for the purposes of	
23.3.1.	Facilitating and monitoring the performance of the contract;	
23.3.2.	facilitating payment in accordance with Clause 12;	
23.3.3.	confirming the identity of Supplier employees;	
23.3.4.	operational purposes and statistical analysis;	
23.3.5.	to comply with any law, regulation, code or good practice adopted by the Buyer;	
23.3.6.	detection investigation and prevention of fraud and other crime.	
31.	Compliance Confirmation The Third Party shall, for each calendar year during the term of the Agreement, deliver to Novartis a duly completed 'Compliance Confirmation' in the form attached at [Schedule/Annex XXX] of the Agreement (such a 'Compliance Confirmation'). The Compliance Confirmation shall be delivered during the first quarter of the year following the end of the calendar year to which the Compliance Confirmation relates. The Third Party's failure to provide a duly completed Compliance Confirmation as required by this Agreement shall constitute a material breach of this Agreement, and Novartis shall have the right to terminate this Agreement according to Section	
32.	Training Rights Subject to Novartis requesting otherwise, the Third Party shall be responsible for training all of its personnel (including approved contractors) engaged in performing the activities set forth in this Agreement on anti-bribery ('-AB Training-') at its own expense. Such training shall include at a minimum the provisions of the applicable bribery and corruption laws and shall take place prior to the performance of services for Novartis. The Third Party shall ensure that the AB Training is performed for any new personnel (including approved contractors) that the Third Party later wishes to engage to provide the services to Novartis. Novartis shall be entitled, upon request, to perform (directly or via its affiliated companies or contractors) the AB Training (or any part thereof). If Third Party receives any such request, it hereby agrees to fully cooperate with Novartis to enable such training to be carried out, including providing all reasonable and necessary access for such purpose to Third Party premises and relevant sales force/employees engaged to provide services to Novartis. Upon request from Novartis, the Third Party shall promptly provide copies of the training material and the training attendance sheets (including name and qualification of the trainer).	