

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

FORM OF CONTRACT

This contract is made on the 22nd day of August 2022

BETWEEN

- (1) **UK Research and Innovation** of Polaris House, Swindon, SN2 1FL (the "**Customer**"); and
- (2) **Matrix SCM Group Ltd** whose registered office is 2nd Floor Partis House, Knowlhill, Milton Keynes, MK5 8HJ whose company number is 10071010 (the "**Service Provider**")

WHEREAS the Customer wishes to have provided the following goods and/or services namely Strategic HR Services pursuant to the ESPO Framework Agreement (reference 3S-22).

NOW IT IS AGREED THAT

1. The Service Provider will provide the goods and/or services in accordance with the terms of the call-off contract (reference number 3S-22) and Contract Documents.
2. The Customer will pay the Service Provider the amount due in accordance with the terms of the call off agreement and the Contract Documents.
3. The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:
 - This Form of Contract
 - The Master Contract Schedule

IN WITNESS OF the hands of the Parties or their duly authorised representatives:

Signed for and on behalf of

UK RESEARCH AND INNOVATION

FOIA Section 40 Personal Information



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Signed by

Matrix SCM Group Ltd

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FOIA Section 40 Personal Information



This document relates to and forms part of the Call-Off Terms

(Document Reference UKRI-2280)

MASTER CONTRACT SCHEDULE

(ESPO Framework Reference 3S-22 Strategic HR Services)

1. TERM
Commencement Date 5 th September 2022
Expiry Date 31 st March 2023
Extension Period N/A
2. GOODS AND/OR SERVICES REQUIREMENTS
Goods required N/A
Services and Deliverables required Following the production of a Development Plan of the Rutherford Appleton Laboratory site by David Lock Associates which was produced and delivered to the Science and Technology Facilities Council at the end of March 2022, there is a requirement for the Plan to be developed as follows: This piece of work will build on the design and layout principles established in the Development Plan to bring forward more developed proposals which focus on the external campus environment. These will follow two key themes: 1. Landscape and Public Realm design 2. Wayfinding Signage strategy David Lock Associates are a part of the Supply Chain of Matrix SCM.
Optional Services required N/A

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Performance/Delivery Location/Premises

Science and Technology Facilities Council

Rutherford Appleton Laboratory

Harwell Campus

Didcot

OX11 0QX

Standards

Quality Standards

N/A

Technical Standards

N/A

Disaster Recovery and Business Continuity

N/A

3. SERVICE PROVIDER SOLUTION

Service Provider Solution

As per Proposal from David Lock Associates (Ref: **FOIA Section 43 Commercial** embedded here:

**FOIA Section 43
Commercial**

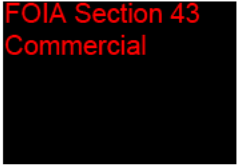

Key Personnel of the Service Provider to be involved in the provision of the Goods, Services and Deliverables

Full details within the Proposal provided

Service Provider's inspection of the Premises and Infrastructure (where relevant)

Not Required

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4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES
Implementation Plan and Milestones or e.g. delivery schedule (including dates for completion and/or delivery) Milestones are as per the programme provided by David Lock Associates, embedded here: FOIA Section 43 Commercial 
Critical Service Failure N/A
Monitoring Regular meetings will be held between David Lock Associates and the STFC Estates team during the term of the Contract. Management Information N/A
5. CUSTOMER RESPONSIBILITIES
Customer's Responsibilities (where appropriate) Full details within the Proposal provided
Customer's equipment (where appropriate) Full details within the Proposal provided
6. CHARGES AND PAYMENT
6.1 Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS) Workstream A FOIA Section 43 Commercial Workstream B  Workstream C TOTAL - £120,000 ex-VAT Invoices will be issued on a monthly basis by David Lock Associates as agreed.
6.2 Details of any Customer Rebate (if any) agreed in accordance with clause 11.5. N/A

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7. CONFIDENTIAL INFORMATION
The following information shall be deemed Commercially Sensitive Information: N/A
8. AGREED AMENDMENTS TO THE CALL-OFF TERMS
The following amendments shall be deemed to be made to the Call-Off Terms: N/A
9. PROCESSING, PERSONAL DATA AND DATA SUBJECTS
N/A
10. PERSONAL DATA UNDER THE JOINT CONTROL OF THE PARTIES
N/A