



UK Research
and Innovation

ICE Oxford Limited
Avenue 4
Station Lane
Whitney
OX28 4BN

Attn: ICE Oxford Limited

By email to: [REDACTED]

Date: 06/01/2023

Your ref: [REDACTED]

Our ref: UKRI-2767

Dear Sirs,

Award of contract for the supply of UKRI-2767 Cryogenic Vacuum System.

Following your tender/ proposal for the supply of UKRI-2767 Cryogenic Vacuum System to UKRI, we are pleased to award this contract to you.

This letter (Award Letter) and its Schedule(s) set out the terms of the Contract between:

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("UKRI"); and
- (2) ICE Oxford Limited, a company incorporated and registered in the United Kingdom with company number 5224107 and registered VAT number GB846493490 whose registered office is at Avenue 4, Station Lane, Whitney, OX28 4BN (the "Supplier").

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in **Error! Reference source not found.** to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Contract.

For the purposes of the Contract, UKRI and the Supplier agree as follows:

Term

- 1 Commencement Date: 10/01/2023
- 2 Expiry Date: 30/10/2023

Description of Goods and/or Services

- 3 The Specification of the Goods and/or Services to be delivered is as set out in the Supplier Quotation.
- 4 The Services shall be performed at Avenue 4, Station Lane, Whitney, OX28 4BN
- 5 The Goods shall be Delivered in accordance with the following instructions:

Delivery Address

Science and Technology Facilities Council

Rutherford Appleton Laboratory
Harwell Campus
Didcot
OX11 0QX

Charges & Payment

- 6 The Charges for the Goods and/or Services shall be as set out in the Supplier Quotation.
- 7 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to UK Shared Business Services, Finance Department, Polaris House, Swindon, Wiltshire, SN2 1FF.
- 8 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to Finance@uksbs.co.uk or by telephone (01793) 867000 between 09:00-17:00 Monday to Friday.

Supplier's Limit of Liability

- 9 The Limit of Liability of the Supplier under this Contract shall be: 125% of the total Charges paid and payable to the Supplier under this Contract.

Notices

- 10 The address for notices of the Parties are:

UKRI

Polaris House, North Star Avenue,
Swindon, England, SN2 1FL

Attention: [REDACTED]

Email: [REDACTED]

ICE Oxford Limited

Avenue 4, Station Lane, Whitney, OX28
4BN

Attention: [REDACTED]

Email: [REDACTED]

Liaison

- 11 For general liaison your contact will continue to be [REDACTED]

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to Elizabeth Gage at the above address. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of **United Kingdom Research and Innovation**

Signature:

Name: [Redacted]

Name:

[Redacted]

Position:

Procurement Manager

Date:

10/01/2023

We accept the terms set out in this Award Letter and the Schedule(s).

Signed for and on behalf of **ICE Oxford Limited**

Signature:

[Redacted Signature]

Name:

[Redacted Name]

Position:

Senior Sales Engineer

Date:

05/01/2023

Terms and Conditions of Contract for Goods and/or Services

1 INTERPRETATION

1.1 In these terms and conditions:

- "Award Letter" means the letter from UKRI to the Supplier printed above these terms and conditions;
- "Central Government Body" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) Executive Agency;
- "Charges" means the charges for the Goods and/or Services as specified in the Award Letter;
- "Commencement Date" means the date for the start of the Contract as set out in the Award Letter;
- "Confidential Information" means:
- (a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;
 - (b) any information or analysis derived from the Confidential Information;
 - (c) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;
 - (d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;
 - (e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations and
 - (f) any copy of any of the information described in (a), (b), (c), (d) or (e) above, which shall be deemed to become Confidential Information when it is made. For the purposes of this definition, a copy shall include without limitation, any notes or recordings of the information described in (a), (b), (c), (d) or (e) above (howsoever made);
- "Contract" means the contract between (i) UKRI and (ii) the Supplier constituted by the Supplier's