

**Schedule 3: Call-Off Contract - HE Framework Agreement for Supply, Installation and management of Data Centre Management equipment and Infrastructure. ITS2005 NE. (ITS 2005NE Framework Terms apply).**

**PART 1 – ORDER FORM**

**Customer**

**UKRI**

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

**Supplier**

**Workspace Technology Limited**

10 Reddicap Trading Estate,

Sutton,

Coldfield,

B75 7BU

Registered No. 05302612

Thursday, 04 January 2024

Dear Sirs


Call-Off Contract No. UKRI-3314 for the supply of Design, Installation and Commissioning of an additional High Density Computing Room within the RAL HPC Data Centre

1 Further to the Framework Agreement dated 08th January 2020, we wish to instruct you to supply the Goods and/or Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.

2 The particulars of this Call-Off Contract are set out below

<b>Item</b>	<b>Description</b>
<b>Order Form Reference:</b> (Front page of Call-Off Terms and Conditions)	The Order Form Reference is r UKRI-3314 Design, Installation and Commissioning of an additional High Density Computing Room within the RAL HPC Data Centre
<b>Parties</b>	<b>Between:</b> (1) UKRI whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL (Customer); (2) and (2) Workspace Technology Limited (company number 05302612) whose registered office is at 10 Reddicap Trading Estate, Sutton, Coldfield, B75 7BU (Supplier).
<b>Call-Off KPIs</b>	

(Cl. 1.1)	<b>Performance Target</b>	<b>Key Indicator</b>	<b>Performance measure</b>
	Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member locations throughout the UK	Delivery of Goods	99% of Goods delivered on time in full
	Stock availability of products listed in the catalogue throughout the Term (of this Contract)	Product Availability	99% of Goods available at all times
	Product reliability	Failure rate of Goods under warranty	Less than 1% of Goods provided have reported faults
	Respond to all operational enquiries within four working hours	Provision of Response	95%
	Invoice accuracy.	Accuracy	95% of all invoices are submitted accurately
	Invoice timeliness	Timeliness	95% of all invoices are submitted on time
<b>Charges</b> (Cl.1.1)	The Charge(s) for this Order is: £ 1,429,052.20 Ex VAT As per the breakdown in Annex B		
<b>Contract End Date</b> (Cl. 1.1)	Means the later of: <ul style="list-style-type: none"> <li>• 4 months ; or</li> <li>• the Services End Date.</li> </ul>		
<b>Delivery Date(s)</b> (Cl. 1.1)	The Supplier shall deliver the Goods to the Authority by the following date(s):  31 <sup>st</sup> March 24		

<b>Defects Rectification Period</b> (Cl. 1.1)	In respect of the Goods to be supplied under this Call-Off Contract, the period ending 12 (twelve) months after the Contract End Date, or in respect of any Goods that are repaired or replaced under Clause 6.6 of the Call-Off Terms and Conditions, the period ending 12 (twelve) months after replacement of such Goods.
<b>Goods</b> (Cl. 1.1)	The Goods to be supplied under this Call-Off Contract are as follows:  As Per annex A
<b>Premises</b> (Cl. 1.1)	The Goods are to be delivered to and/or the Services are to be supplied at Rutherford Appleton Laboratory, Harwell Campus, Didcot, OX11 0QX
<b>Services</b> (Cl. 1.1)	The Services to be supplied under this Call-Off Contract are as follows:  As Per annex A
<b>Services Commencement Date</b> (Cl. 1.1)	Supply of the Services is to commence on 05 <sup>th</sup> January 24
<b>Services End Date</b> (Cl. 1.1)	Supply of the Services is to end on 31 <sup>st</sup> March 24
<b>Supplier Liability Cap</b> (Cl. 1.1)	125% of the total Charges paid and payable to the Supplier under this Contract
<b>Instalments</b> (Cl. 8.4)	The stages of payment described in Clause 8.4 of the Call-Off Terms and Conditions are appended to this Call-Off Contract annex B
<b>Notices</b> (Clause 19.3)	Any written notice provided under Clause 19.1 shall be sent: In the case of the Customer:  To:  <b>UKRI</b> Polaris House, North Star Avenue, Swindon, England, SN2 1FL Attention: Commercial Business Partner Email: commercial@ukri.org  In the case of the Supplier:  <b>Workspace Technology Limited</b> 10 Reddicap Trading Estate, Sutton, Coldfield, B75 7BU <span style="color: red;">FOIA Section 40 Personal Information</span> 

3 This Call-Off Contract incorporates all the terms and conditions of the ITS2005 NE Framework Agreement.

4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and/or Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.

5 Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.

6 You must not make any amendments to the Call-Off Terms and Conditions.

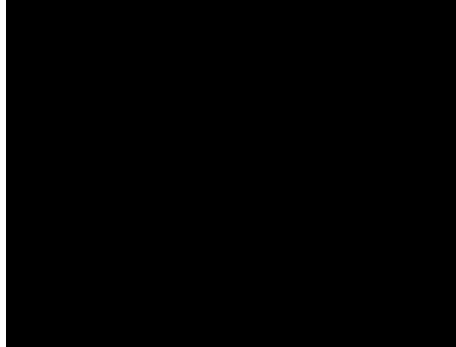
7 Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.

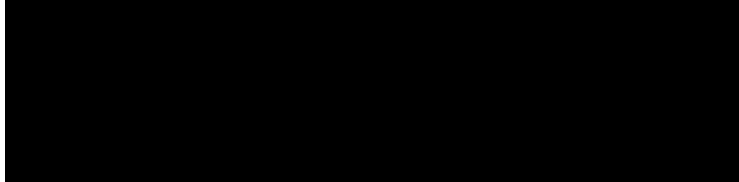
Yours faithfully

FOIA Section 40 Personal Information

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Date: 08/01/24

FOIA Section 40 Personal Information

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Date: 5-1-24

Annex A: Brief

*Science and Technology Facilities Council  
Rutherford Appleton Laboratories*

*TENDER SPECIFICATION*

**Tender Specification for the Design, Installation and Commissioning of an additional High Density Computing Room within the RAL HPC data centre.**

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# 1 Introduction.

UK Research and Innovation (UKRI), Science and Technology Facilities Council (STFC) is an independent public body of the Department for Science Innovation and Technology (DSIT).

UKRI has a proud history of identifying the issues that communities in the UK and worldwide face on a changing planet and enabling effective responses to these issues. UKRI Environmental Sustainability Strategy sets out our ambition to be a leader in environmental sustainability for the sector. The purpose of this strategy is to set out how we will protect and enhance the environment across our investments and operations, while ensuring that the research and innovation we support stays at the cutting-edge. Collaboration, excellence, innovation and integrity are the UKRI core values. Our ambitious environmental sustainability approach is a key part of bringing these values to life. Our vision looks at reducing and mitigating all carbon emissions from our owned operations, including our measurable scope 3 emissions, in line with the IPCC recommendations and the UK government commitment. As such, we will also take a broad approach to environmental sustainability. Using our financial power to drive positive environmental change within the sector, we will act as 'agents for change', ensuring our funding is a force for positive environmental change while continuing to meet societal needs.

STFC have facilities at three main sites:

- The Rutherford Appleton Laboratory in Oxfordshire (RAL).
- The STFC Chilbolton Observatory in Hampshire.
- The STFC Daresbury Laboratory in Cheshire

The Rutherford Appleton Laboratory is on the Harwell Science and Innovation Campus in Oxfordshire. The RAL site is approximately 35 hectares with over 70 buildings on it, and it employs circa 2000 staff made up of scientists, engineers, support services etc.

The Scientific Computing Department (SCD) supports STFC's facilities and science programmes by providing appropriate expertise and infrastructure, including software, to the scientific community. The growth of data and computing is continuing to accelerate and STFC computing demand is forecast to exceed capacity in the current R89 data centre in the FY24/25 timeframe. There is therefore a need to provide extra capacity in the existing R89 data centre to address the expected shortfall out to FY28.

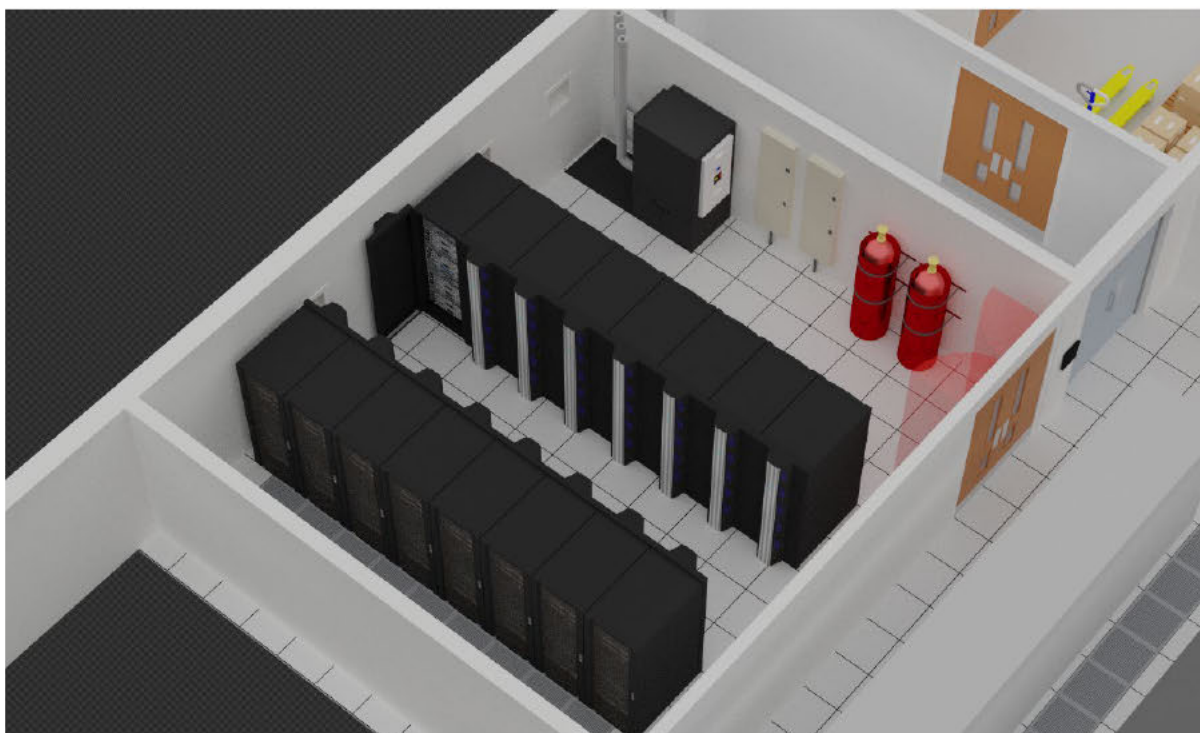
This project is expected to provide additional rack space targeted at hosting 500-600kW of high power servers providing computational data analysis facilities thus allowing the growth in demand of STFC's scientific computing programmes to be met.



## 2 Scope of Works.

These works come from STFC's need to meet the computing capacity required by the business and its world leading science projects. The main goal of this project is to increase the computing capacity within our facilities.

The works under this tender exercise include the **design, installation and commissioning a new high power density computing system**. This shall take place inside of our existing data centre (R89) and its surroundings. This will include but won't be limited to, supply, installation, commissioning, dosing, and balancing of the cooling system (primary and secondary), the IT racks, the power supplies, the fire protection and suppression systems, civil and ground works, architectural works, controls and energy monitoring devices, etc. All the activities and works pertaining to this tender exercise and specification shall be delivered by the service provider prior to March 31<sup>st</sup> of 2024.



*Figure 1: Final product sample 3D render*

**The service provider will have to fulfil the duties of principal contractor and principal designer and STFC will remain as the client as per CDM 2015**. It is therefore required to provide such detailed drawings and specifications of plant, system design, and equipment as may be required to enable the work to be co-ordinated with the building elements and to attend any meetings that may be called for this purpose.

As a minimum the service provider will supply RIBA Stage 4 drawings prior to the works commencing, technical submittals and construction drawings, through the construction stage, and as fitted drawings prior to handover.

The service provider will have to provide a fully detailed programme, and plan of works along with all drawings and specifications. The supplier shall include everything necessary for the proper and satisfactory execution of the work, for the approval of the Supervising Officer, and the true intent of the specification and the drawings.

The Service Provider shall be responsible for final installation co-ordination of the services with other trades and building site constraints. All works shall be installed so as to cause no delay or hindrance to other trades.

The information provided by STFC is indicative of the design intent. The service provider shall verify all information provided, and take measurements on site as necessary, taking into consideration existing site constraints for the setting out of works. The contractor must submit all technical and non-technical queries on a timely manner as to allow a full detail design of the installation.

For avoidance of any doubts, the service provider will supply drawings prior to the works commencing detailing all the works to be carried out for review and approval of the STFC supervising officer and will provide a revised set of as fitted drawings upon completion of the works, both in .dwg and .pdf. This will apply to any and all building services disciplines as required by the client and mentioned on this specification.

This tender specification should be read in conjunction with the following documents, all of which have been attached. Any discrepancy between them must be brought to the attention of the supervising officer for clarification.

- RAL Site Map – .pdf
- Chiller Information (Multiple Documents within)
- R89 Information .Zip (Multiple Documents within)
  - R89 Drawings and O&Ms
  - Photographs and Mark ups.
  
- BMS Specification v3.2.1 - .pdf
- STFC Design Guidance for MEP Rev 8.1
- Price Schedule – Excel Worksheet
- STFC Handover/O&M checklist
- RAL H&S Handbook
- RAL Site Drone 3D model:

[https://vertex360.s3.eu-west-1.amazonaws.com/201103/oxford\\_ral/App/index.html#%2F](https://vertex360.s3.eu-west-1.amazonaws.com/201103/oxford_ral/App/index.html#%2F)

## 2.1 Design Services

The service provider is responsible for the delivery and procurement of the required design services to meet the requirements of this specification. The service provider may choose to deliver that service themselves or to procure any external consultants they choose to that extent.

A team from the consulting firm Hoare Lea (with experience working with the contracting authority in a variety of projects) has already expressed interest in providing technical support to the service provider for this project. Their contact information may be found below.

- Steve Bonser – Director
- DDI +44 1454 806 664
- Tel +44 1454 201 02
- Mob +44 7971 800 579
- Email [stevebonser@hoarelea.com](mailto:stevebonser@hoarelea.com)

The service provider is not obligated to employ them, and they are free to employ any external consulting services firm/person they may choose (if any at all).

## 2.2 Technical Submittals

Construction submittals are an integral communication channel, via which the project's stakeholders can verify that the right components are approved for installation. The Service provider will produce said submittals along with the drawing package prior to the works starting on site.

A register with all the submittals sent to the relevant stakeholders, the dates, revisions and the status of each must be created during the early stages of the construction stage. The register with all the technical submittals and the drawings prepared by the relevant service providers will work as a gateway for each section of works, and only after the approval of all the relevant stakeholders has been obtained (in writing) the works for that section can commence.

## 2.3 Handover

The handover process is a key stage of any construction project. STFC requires the service provider to carry out a handover process to support the client in the operations and maintenance phase of the project's life. The handover package should include all of the information about the system so that when the operations and maintenance team need to carry out and repairs or refurbishments, they have everything they need. The handover information is essentially a record of the 'as-constructed' state which should be maintained throughout the asset lifecycle.

As part of the handover process the service provider will have to meet the requirements set on the STFC Handover/O&M checklist. This checklist will be further detailed in conjunction with the service provider for the specific nature of the works, however a template with minimum expectations has been attached to this tender package. Furthermore, the service provider will have to provide as a minimum, but it won't be limited to:

- Executive summary of the installation
- Asset Hierarchy or System Breakdown Structure
- The system owner's manual
- A system user's guide
- Up to date testing and commissioning data
- All certificates and warranties
- Updated Building Log Book
- Copies of statutory approvals, waivers, consents and conditions

- As-built drawings
- Deliver necessary training to the contracting Authority.

After submitting all the handover documentation, and following approval from the client's representatives of the documentation provided. The service provider will issue a handover letter that upon signing by both the PC and the client's representatives will indicate the completion of the handover process.

#### 2.4 Defects and Liability

The defects liability period begins upon certification of practical completion (sign off of the handover letter) and will last for 365 consecutive days.

It is the service provider's responsibility to identify and rectify defects, not the client's, so if the client does bring defects to the service provider notice, they should be aware that this is not a comprehensive list of all defects.

It is important to note that the defects liability period is not a chance to correct problems apparent at practical completion, it is a period during which the service provider may be recalled to rectify defects which appear afterwards. If there are defects apparent before practical completion, then these should be rectified before the certificate of practical completion is issued (Handover letter).

At the end of the defects liability period, the service provider and the client representative will prepare a schedule of defects, listing those defects that have not yet been rectified, if any, and agree with the service provider the actions and date by which they will be rectified.

The service provider must in any event rectify defects as quickly as possible, and a response with actions and proposals shall always be provided within 10 working days of being notified of a defect by the client or its representatives.

### 3 Installation Details & Requirements

Currently the Digital Infrastructure Operations team occupies two office spaces within the ground floor computing room of R89 data centre. The team will vacate one of the offices so that it may be converted into a third computing room (one HPD and one LPD already existing).



*Figure 2: Office as existing*

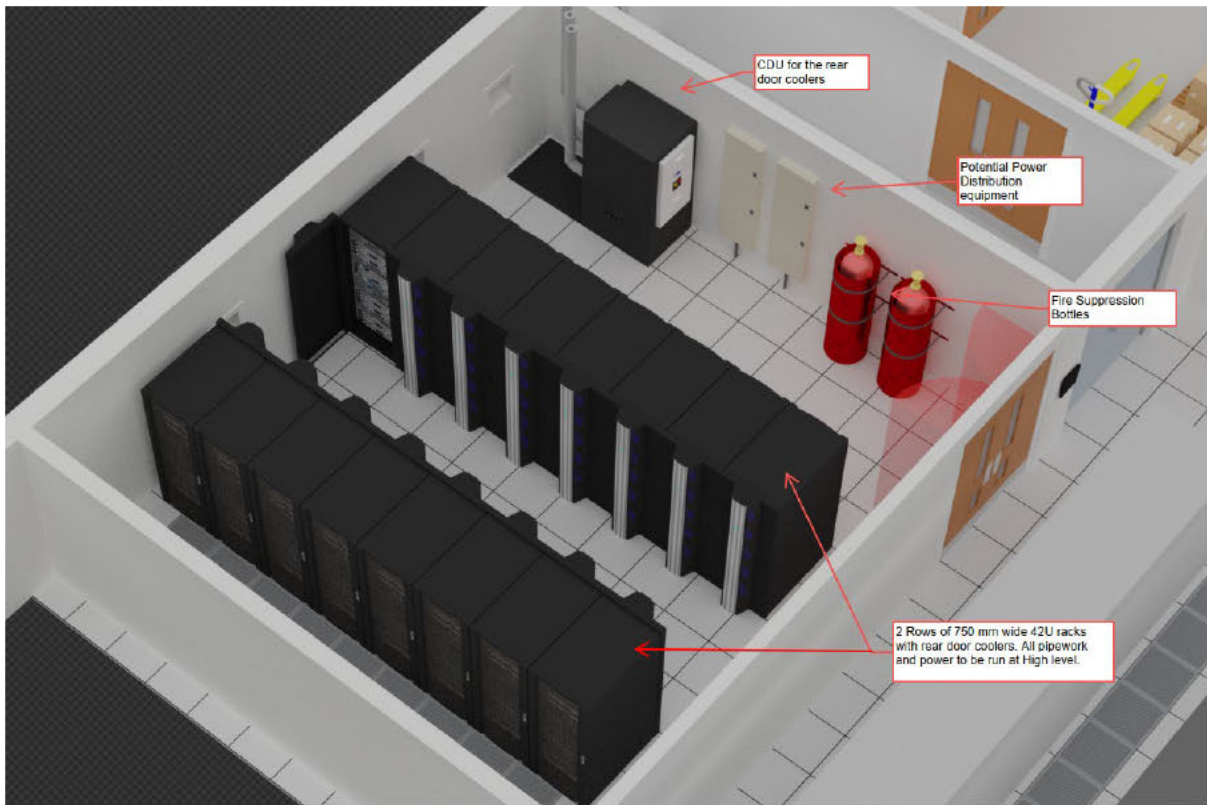


Figure 3: Potential new HPD Room

STFC requires the service provider to transform this office space into a third HPD room as well as delivering a series of external works to support this development from a services perspective. To this purpose the service provider will have to carry out a series of works of a varied nature. A list with minimum work requirements and deliverables has been developed below.

### 3.1 Computing and IT requirements

The service provider shall supply, install and commission the following IT equipment as part of the works (or equal equivalent following Technical Submittal approval process):

- **IT racks.**
  - Number: 16
  - Model: APC NetShelter SX, Server Rack Enclosure, 42U, Black, 1991H x 750W x 1200D mm (AR3350)
  - <https://www.apc.com/uk/en/product/AR3350/apc-netshelter-sx-server-rack-enclosure-42u-black-1991h-x-750w-x-1200d-mm/>
  
- **In rack PDU.**
  - Number 34 (2 per rack installed, plus 2 spares for future maintenance)
  - Model: APC NetShelter Rack PDU Advanced, Switched Metered Outlet, 3Phase, 22.1kW 400V 32A (APDU10350SM)
  - <https://www.apc.com/uk/en/product/APDU10350SM/apc-netshelter-rack-pdu-advanced-switched-metered-outlet-3phase-22-1kw-400v-32a-or-17-3kw-415v-30a-48-outlets-iec309/>

### 3.2 Architectural/Fabric

- Removal of existing carpet tiles and cleaning (or replacement if needed) of the existing raised floor tiles.
- Consideration shall be given to the weight loading requirements for the floor tiles, with the new equipment. The tiles are to be replaced if necessary.
- Removal of existing windows and doors as marked in the image below. Making good all the openings in the partitions.
- The partition between the remaining office space and the new HPD room shall provide sufficient noise insulation so as to maintain or improve the current noise levels experience in the space. The remaining office space should not exceed a noise level of 45dB with the doors closed as a minimum. Further CIBSE guidance in regards to noise levels in office spaces shall also be followed.

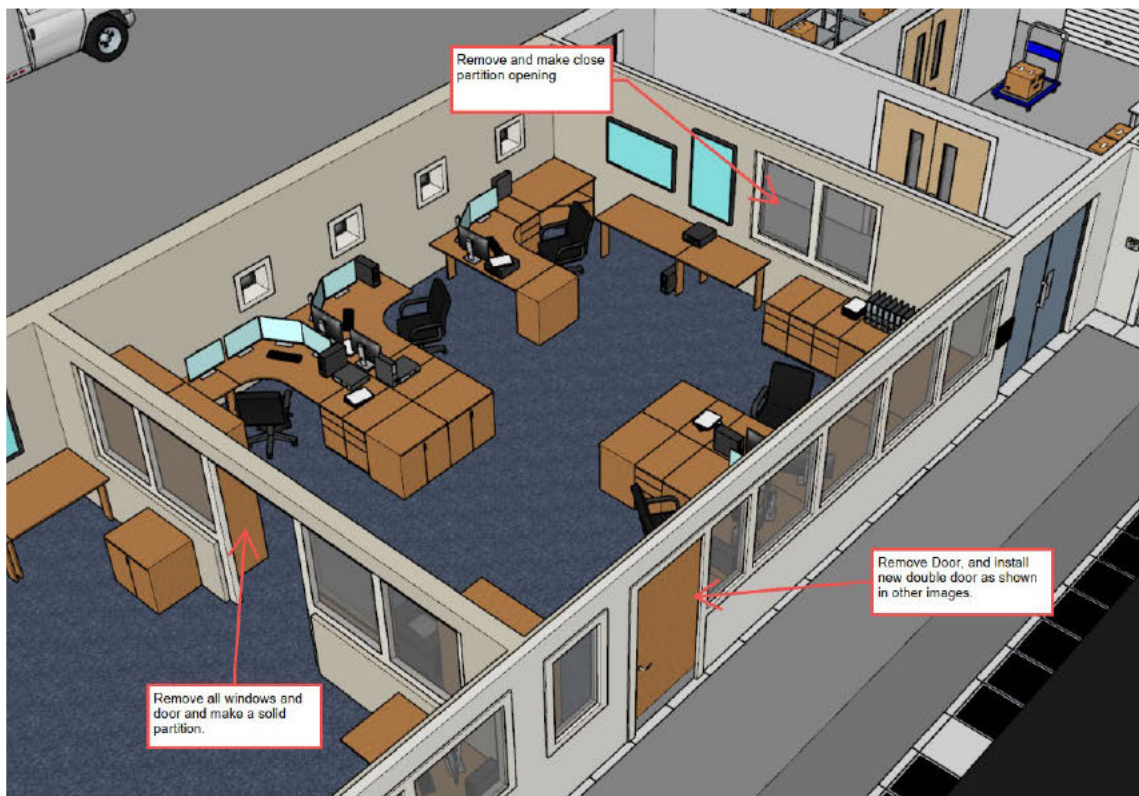


Figure 4: Proposed Fabric Works

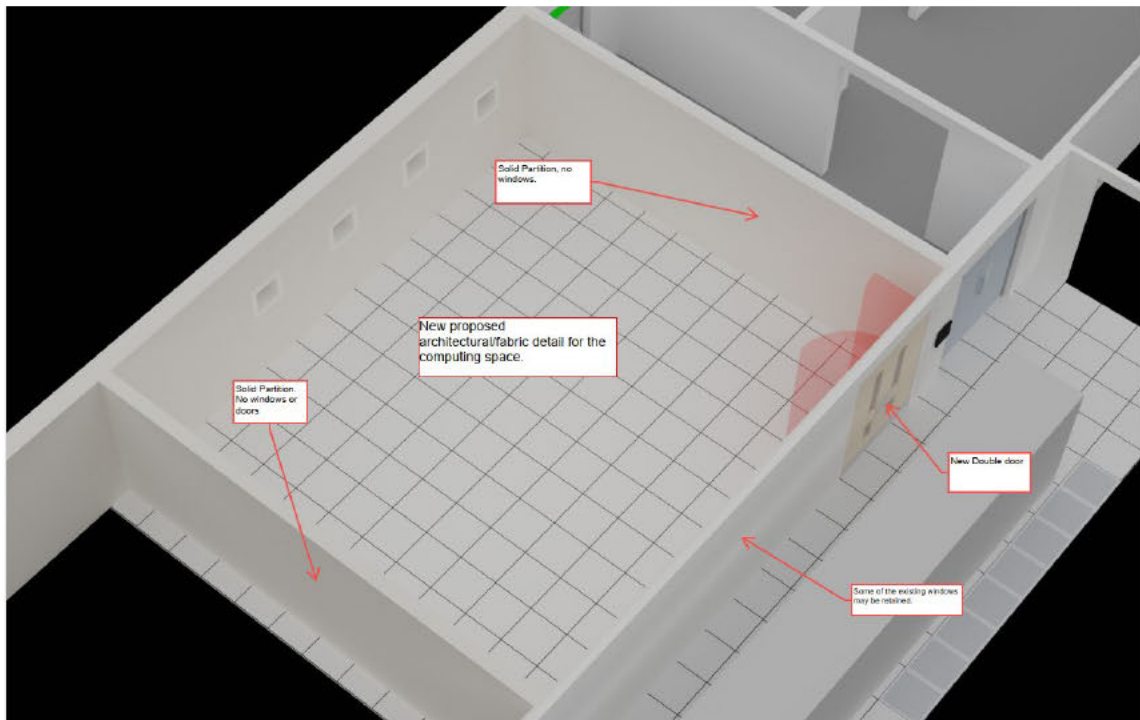


Figure 5: After proposed Fabric Works

- Removal of ceiling grid and tiles
- Create the necessary penetrations in the building fabric as it may be required to allow new required MEP services to enter the space.
- Create 3 penetrations at low level and another 3 penetrations at high level for a 450 mm wide cable basket/cable tray to pass through each one. A section of cable tray at least 600 mm long shall be installed as future provision for data cabling for each one of the penetrations.

All fabric penetrations through walls/floors must be made good and fire-proofed to maintain the integrity of the necessary fire barriers. The impact of any works to the building fabric must be eliminated and minimised where at all possible.

### 3.3 Electrical

- Removal of all existing small power, data, within the room (i.e. dado trunking, sockets, data, etc.)
- Removal of existing lights
- Installation of new lights and emergency lights to achieve same lux levels as the one in the existing HPD within the facility.
- Installation of new small power, data within the room.
  - 10 data points spread across the space
  - 10 double sockets spread across the space
- Installation of 2 power supplies from the existing building substation infrastructure to power the new external Chillers required for this project.
- Removal of 2 existing PDUs in the LPD room (D4 & G4). To be replaced and upgraded.





Figure 6: Existing PDU example

- Replacement of the PDUs with new PDU units that meet as a minimum the following standard requirements:
  - Fully welded construction
  - Main Isolation device: NSX800NA 800Ampere 4 Pole Plug-In Non-Auto MCCB c/w Shunt Trip. Include Micrologic 5X. (Current incoming supply: 2no. 120mm SWA, 185mm CPC)
  - Form 4b Type 6 Incoming section
  - Form 2 Outgoing section
  - External Protection – IP 31
  - Internal Protection – IP 2X
  - Front Access
  - Bottom Entry/Exit
  - Schneider Acti9 Isobar P – 2no. 48way TP&N
  - Outgoing MCB ways pre-wired to separate outgoing terminal chamber. Terminals for MCBs up to 32A
  - 3no. 250amp 4pole MCCB with Plug-in isolation device for future busbars
  - Front outer doors. Perspex viewing window
  - Built-in cable management system to assist in the termination of outgoing cables
  - Bespoke plinths and underfloor gland boxes available
  - LV Active harmonic filters
  - SPD – 12.5kA impulse current. BMS output + failure indicator
  - 150% neutral busbar options
  - No requirement for clean earth bars
  - Fan cooling, temperature monitoring.
  - Emergency Power Off shielded push button
  - Metering: Schneider Powerlogic / Socomec Diris

- Full harmonic analysis. Load profile reporting to ensure correct phase balancing.
- Branch Circuit Monitoring options to read kWh, kW, A, V, kVA to local HMI or via Ethernet to wider site system using power management software
- Install 2 new busbars from the new PDUs to power the IT racks PDUs being installed as part of the project. Install the necessary power supplies to the new equipment like CDUs, from the new new PDU or from existing infrastructure.
  
- Manufacturer of PDU shall be one of the two below (or equal equivalent following Technical Submittal approval process):
  - Anord Mardix
  - AF Switchgear

### 3.4 Mechanical

The service provider shall deliver all the mechanical works and equipment required to allow for the suitable cooling of the computing racks as specified above.

The primary cooling system will be placed outside the building next to the existing chillers. The service provider shall allow space for a total of 3 chillers to be installed, although only 2 chillers will be installed and commissioned by the service provider as part of these works. The necessary allowances shall be made so that the third chiller can be installed at a later date to provide future expansion capabilities.

**The 2 Chillers required to provide the necessary cooling part of the scope of this project will be free issued by STFC to the service provider.** The specification of the machines that will be provided is attached to this specification. The units will be available for collection from a separate location within the RAL site footprint. The service provider should make allowance for moving the units to their final location, their connection (power, pipework, BMS, etc.) and commissioning.

**The chillers come with integral pumps so primary pumps are not required. The details can be found on the chiller specification.**

The service provider will install all the required pipework, fittings, secondary equipment and consumables (dosing pots, filters, glycol, etc.) to allow the connection of the primary cooling system to the CDU inside the new computing room. As well as all the necessary equipment and consumables for the secondary side of the cooling system.

Both primary and secondary systems shall include as a minimum a side stream filter each.

The pipework will be routed underground in a trench from the location of the chillers to the one of the corners of the loading bay within the building envelope. From there pipework will be run at high level to the new computer room.

All the pipework within the room will run at high level above the racks. A drip tray below all pipework and connections to each one of the racks shall be provided. Leak detection in the tray linked to the cooling system and the BMS is also required.

All the pipework from the primary cooling system to the secondary cooling shall be installed in stainless steel.

The mechanical works will also include as a minimum the supply, installation and commissioning of (or equal equivalent following Technical Submittal approval process):

- **Rear Door Coolers.**
  - Number: 16
  - Model: Coldlogik rear door coolers. CL20 ProActive Rear Door Heat Exchanger (RDHx) in the 5 fan version.
  - <https://www.coldlogik.com/product/cl20-proactive-rear-door-heat-exchanger/>
- Coldlogik CDU to deliver the required cooling to the racks. Number to be determined by the contractor (only 1 would be the preferred solution)
- Secondary Pipework system (past CDU) connecting all the rear door coolers.
  - All in stainless steel.
  - Final connections in flexible pipework. Maximum length 1m.
- Removal of the existing DX cooling system within the office space.
- Installation of a new DX cooling system to provide the required sensible cooling to the space.
- Supply and install new Kamstrup Multical Modbus cooling meter in the primary circuit of the system, with isolation valves at both sides and a draining point.

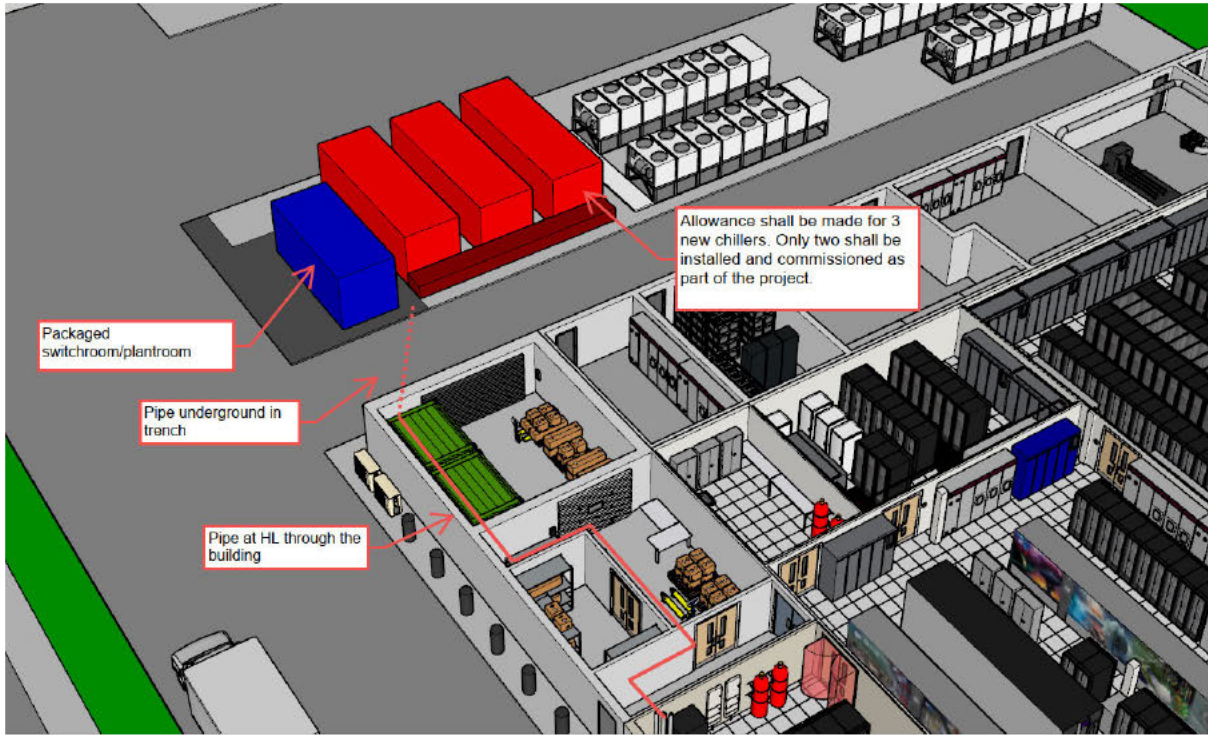
### 3.5 Fire

- Removal of existing fire alarm detectors, cabling and interfaces
- Installation of 2 new sets of fire alarm detectors and interfaces as it may be required to match the existing fire alarm system and philosophy of the existing facility. (One system for general fire alarm and one system for fire suppression).
- Integration and commissioning of all new fire alarm equipment into the existing panels and infrastructure.
- Installation of new fire suppression system.
  - It shall use FM200 gas if possible, although alternatives may be considered.
  - It shall be integrated into the existing suppression system control panel
  - It shall follow and be installed to the same standard and philosophy as the existing one for the other rooms within the data centre

### 3.6 Civil/structural

The service provider shall extend the existing concrete pad to match existing in terms of width (east to west) and to reach the carparking positions in terms of length (north to south). The design shall be carried out by a competent civil/structural engineer. Sufficient allowance for the potential weight of the equipment that will be required for the project shall be made.

A trench to carry the services from the external compound into the internal loading bay shall also be constructed. This trench shall as a minimum match the existing ones in design and capacity.



*Figure 7: External Chiller Location proposal*

## 4 Building Services.

The schedule of works detailed above shall be read in conjunction with the rest of the specifications and drawings. Unless otherwise stated below, allowance must be made in each item for providing facilities for the supply, erecting, connecting and testing of the goods and materials specified. Include everything necessary for the proper and satisfactory execution of the work, for the approval of the Supervising Officer, and the true intent of the specification and the drawings.

The service provider will refer to the “*Design Guidance for Mechanical Electrical and Public Health Services Rev 8.1*” for any information requirements not detailed on this tender document.

The Contractor is to provide RAL Estates with a competency certificate prior to the commencement of the works.

### 4.1 Mechanical Services.

Unless otherwise indicated on the drawings, all bends, branches, tees, expansion, contraction, change shape pieces and other fittings shall conform to the BS and other best practice codes.

All pipework shall be installed in accordance with the arrangement drawings prepared for tender purposes, which are diagrammatic only. Due allowance shall be made for their diagrammatic nature in the interpretation of their intent when constructing and installing the pipework.

#### 4.1.1 Supports

Separate pipes shall be independently supported and correctly spaced to allow installation and to prevent metal to metal contact. All supports and brackets shall be adequately protected against corrosion.

#### 4.1.2 Bends

Where space allows, long radius bends shall be used in preference to short radius bends, and short radius bends in preference to square bends, except where otherwise indicated.

#### 4.1.3 Pipes Sealing

All pipes shall be properly sealed to avoid leakage losses and pressurisation of vapour barrier covered insulation.

#### 4.1.4 Pressure Testing

All pipework shall be fully pressure tested in accordance with the TR 6 guide of good practice, and a test certificate issued. The pressure test will be performed at 150% of the working pressure. Estates Services must be notified in writing no less than 48hrs prior to the pressure test taking place. A representative of Estates Services will be present to witness the process and ensure the results are true and accurate.

#### 4.1.5 Thermal Insulation

All thermal insulation will be carried out by the contractor. The insulation provided will be mineral wool with a foil finish (no fiberglass insulation allowed) to ensure high performance levels under all environmental conditions. Furthermore, all insulation to be covered with white Isogenopack. All pipes and valves are to be insulated unless specifically stated and agreed with suitable jackets.

Furthermore, labels will be added to all the pipework on top of the insulation and on each section. The labels will be manufactured to BS1710:2014 standards with the recommended colour schemes and with a length of 275mm.

#### 4.1.6 Valves and Fittings

The Contractor shall provide isolating valves as shown on mechanical drawings and these shall be of the quarter turn ball valve as manufactured by Hattersley Ltd. or Crane. Provide double check valves as manufactured by Hattersley Ltd. or Crane. Provide pressure-regulating valves as manufactured by Hattersley Ltd. or Crane. Provide pressure and temperature gauges as manufactured by Hattersley Ltd. or Crane. Provide mixing valves as manufactured by Hattersley Ltd. or Crane. The pressure and temperature gauges will always be preceded by an isolation valve to allow for their replacement without inference with the current water system.

#### 4.1.7 Co-ordination

The Contractor will be required to prepare such detailed drawings of the proposed positioning of plant and equipment as may be required to enable the work to be co-ordinated with the building elements and to attend any meetings that may be called for this purpose.

The Contractor shall be responsible for final installation co-ordination of the services with other trades and building site constraints. All works shall be installed so as to cause no delay or hindrance to other trades.

The Contractor is required to inform RAL Estates of any subcontractors used, prior to the start of their works.

#### 4.1.8 Setting Out Of Works

The drawings provided if any are indicative of the design intent, or existing installations. The Contractor shall verify, take measurement on site as necessary, taking into consideration existing site constraints for the setting out of works.

### 4.2 Electrical Services

For any other items not specified on this document the service provider will refer to the “*Design Guidance for Mechanical Electrical and Public Health Services Rev 8.1*” unless an agreement in writing has been achieved with STFC authorised person prior to the works taking place. Any electrical contractor working on STFC electrical systems is required to have the following:

- Directors Declaration of Competency with a list of qualifications for each electrician.
- Registration with a UK licence to practice. (currently STFC requires Sparksafe)
- Attending the Nominated Persons presentation (to be arranged with the Authorising Engineer (Richard Emery or Authorised Person).
- A valid Emergency First Aid Training certificate (1day).
- Assessment and appointment by Estates AE or AP (defining works and locations).

Once this is in place the electricians will be able to carry out works defined in the letter they will receive.

#### 4.2.1 Containment

Contractor to refer to drawings for detailed information. Allowance is to be made in order to distribute any cabling within metal trunking/conduits and for wiring system to be rewirable if necessary in the future. No PVC plastic conduits/trunking or in fact any other distribution equipment will be acceptable for this project.

Any changes to fire alarm cabling shall be surface mounted any cabling using fire rated metal fixings fixed to surface.

All low voltage cabling will be sourced from an approved BASEC manufacturer and provided with copper conductors in thermosetting insulation as follows:

- Main and Sub-main distribution cabling: Single-/Multi-core XLPE/LSF/SWA to BS6724
- Final circuit cabling (trunking): Single core LSF cables to BS7211
- Fire / voice alarm cabling: FP200 fire rated cabling with red sheath to BS7629-1
- Data cabling for Metering to be not less than Cat6

#### 4.2.2 General and Emergency Lighting

As part of works contractor is to allow for new general and emergency lighting within the relevant spaces as detailed in section 2 of this tender document.

General lights to be manually switched by a local light switch and all fittings to have a fixed output.

New emergency lights to be wirelessly self-tested and connected via Glamox Luxonic Wireless Reporting System. Contractor to allow for lighting collators as specified on drawings with associated power supplies. Contractor to supply, install and commission any lighting that has been installed as part of this project. For more information, please speak to manufacturer's representatives:

- General Lighting: James Johnson (07920 720068; [JJohnson@dextragroup.co.uk](mailto:JJohnson@dextragroup.co.uk))
- Emergency Lighting: Phil Edmonds (07836 728274; [Phil.Edmonds@glamoxluxonic.co.uk](mailto:Phil.Edmonds@glamoxluxonic.co.uk))

#### 4.3 BMS Services

The system and its different pieces of equipment must be connected back to the site BMS **as well as** the monitoring system of Digital infrastructure in R89. Several aspects of the BMS works general requirements have been detailed below.

STFC has invested in IQVision. The service provider must make provision to integrate the controls works required for the trend BMS system into the existing vision head end.

All metering devices shall have dual Modbus outputs to allow integration into both monitoring systems. Chillers and other equipment shall communicate via Modbus, Bacnet over IP and SNMP.

STFC believes that no less than one new control panel for monitoring of the new installation will be required. The existing panels are at capacity and most likely will not be able to support the extra requirements and point count. As a minimum the service provider shall:

- Connect and commission the chillers back to the control panel and the BMS head end (Bacnet signal, and hardwire on/off and fault signals are required)
- Connect and commission all the control equipment (meters, pumps, sensors, motorised valves, etc.) back to the control panel and the BMS head end.

For further details not covered on this document please refer to the "*BMS Specification v3.1*" document that has been included in the documentation provided.

##### 4.3.1 Control Panels

Lamps should be provided to indicate running and tripped conditions, normal and fault conditions, pressurisation unit fault, frost thermostat operation etc. as appropriate to indicate the status of all plant being controlled via the panel. These lamps shall be LED type and coloured green for normal or run status, and red for fail or fault status. Further information about lamp colours may be found in

BSEN 60204-1:2018. Panel indicator lamps shall be Schneider Electric, Harmony LED series XB4, 24v AC for control circuits, 240v ac Mains.

#### 4.3.2 Hardware

STFC will only accept the installation of the latest Trend (IQ4) controllers and associated I/O devices. For retrofit projects or additions to existing controls systems, STFC's preference is for the new controls to match the existing BMS installed. BMS controls, including packaged controls, from other manufacturers are not to be supplied or installed on any site without prior written agreement from the STFC Estates Team.

All controllers must be IP addressable and programmable. Every outstation is to be accessible for interrogation/reprogramming via a direct connection to an engineer's laptop and each controller is to have its own dedicated data point.

All motorised rotary shut off valves will be manufactured by Belimo and all control valves to be lift and lay by Danfoss. All pipe temperature sensors will be immersion type.



## 5 Client Considerations and Management Requirements

### 5.1 Permit to Work / Access Requirements

The following permits are likely to be required (where marked) for this project. Please allow sufficient time for permit issuers to plan and prepare each permit (typically five working days). In some cases your own permit system can be used.

Requirement	Insert cross if applicable	Comments
Excavation Permit	<input checked="" type="checkbox"/>	See Estates <i>Request to be made to client with a minimum of 72 hours' notice. Durations, scope of works &amp; RAMs to be provided.</i>
Hot Works Permit	<input checked="" type="checkbox"/>	See Estates <i>Request to be made to client with a minimum of 48 hours' notice. Durations, scope of works &amp; RAMs to be provided.</i>
M&E Access or Works Permission	<input checked="" type="checkbox"/>	See Estates Electrical Team
Fire Alarm Isolation Permit	<input checked="" type="checkbox"/>	See Estates

### 5.2 Welfare Facilities

Providing suitable and sufficient welfare facilities is the duty of the Principal Contractor, or Contractor if only one is present (but as client STFC can assist). The type of work will dictate the required facilities in accordance with Schedule 2 of CDM 2015.

The following welfare facilities may be available for use on site subject to project circumstances. Personnel must not wear soiled clothing or PPE inside these areas. Local facilities e.g. toilets are to be agreed by the client and principal contractor or contractor prior to commencing works. Additional or specialist facilities over and above these are to be provided by the principal contractor or contractor subject to the requirements of the work.

Welfare Location	Insert cross if applicable	Location / Details
Restaurant Facilities	<input type="checkbox"/>	R22 Restaurant: 07:30 – 16:00 R01 Coffee Lounge: 08:30 – 16:00
Local Sanitary Conveniences	<input type="checkbox"/>	<i>Local WC facilities on site may be used by the PC and its employees</i>
Local Washing Facilities	<input type="checkbox"/>	<i>Local WC facilities on site may be used by the PC and its employees</i>

### 5.3 STFC Guidance/Training

The following links are available for guidance:

- [STFC Safety Information for Contractors Booklet](#)

- [STFC SHE Guidance Documents](#)

#### 5.4 SHE and general site rules, as detailed in Contractors guide

The Principal Contractor will be responsible for ensuring all of the following standards:

- Secured Site access
- Inclusion of PPE at all times
- Fire Safety, First Aid and Incident reporting measures.
- Smoking and Vaping policies in line with STFC policies
- Vehicles on Site.

#### 5.5 Key arrangements

<p><b>Planning and managing the construction work, including any health and safety goals for the project</b></p>	<ul style="list-style-type: none"> <li>• Principal Contractor to provide Construction Phase Health and Safety Plan in accordance with HSE Guidance L153 and CDM Regulations 2015.,</li> <li>• Principal Contractor to provide programme of works for approval before commencement of the works.</li> <li>• Principal Contractor to provide details of site set up including safe storage of materials, management personnel, site inductions etc. in their Construction Phase Health and Safety Plan.</li> <li>• The contractor should make provision for regular site visits by the STFC Project Manager or Clerk of Works</li> <li>• The STFC handover procedure should be reviewed throughout the project and requirements fulfilled.</li> </ul>
<p><b>Communication and liaison between client and others (including Estates, Events Team, Bldg/Area Managers etc)</b></p>	<ul style="list-style-type: none"> <li>• A good level of communication will be required between the Principal Contractor/Designer and Client. Particularly with regards to access requests/deliveries.</li> <li>• Regular recorded meetings are to be held between Principal Contractor, Client and other designers. Copies of minutes to be distributed to all parties including the Client and the Principal Designer.</li> <li>• Notification of any changes in design by the Principal Contractor, (sub) Contractors or designers shall be given to the Principal Designer and client through contractual means prior to such works being undertaken. If considered necessary a risk assessment and method statement will be called for.</li> <li>• Where works are identified as being intrusive/disruptive to end-users, communications must be submitted to the client for site-wide distribution.</li> </ul>

## 5.6 Requirements relating to Health and Safety

<p><b>Security of the site, prevention of unauthorised access</b></p>	<ul style="list-style-type: none"> <li>• Securing the project site is the duty of the principal contractor/contractor. Construction work must not begin unless reasonable steps have been taken to prevent unauthorised access to the site. As the site is within an operational area of the STFC facility, and works may be undertaken within close proximity to existing operations, every effort must be made to ensure a clear, well-defined boundary is maintained between the project site and any operational areas. Suitable signage must be installed at the site boundary line, identifying PPE requirements, access restrictions, potential dangers and key site contacts.</li> <li>• Due to the proximity to operational staff, it is advisable to also install a notice board at the site boundary giving a clear indication of works to be completed that day and any associated hazards and required isolations.</li> <li>• The Principal Contractor/contractor must ensure that doors/gates to the project site are secured at all times. All operatives must be informed of the requirement to close door/gates behind them and not to allow tailgating through swipe access doors.</li> <li>• Fencing and barriers may need to be anti-climb or anti-tamper subject to the location of the works (to be determined by risk assessment).</li> <li>• All skips should ideally be lockable or covered and made secure within the site boundary.</li> <li>• Scaffold and ladder access points must be secured when work areas are not occupied, particularly if not within the ring fenced site.</li> <li>• Contractor personnel will be issued with a green badge or visitors pass which must be displayed on their person at all times, or when requested to show them, whilst on the premises, and kept secure when not in use. Lost passes must be reported immediately to the project manager and Security. Passes are to be returned at completion of the works and renewed as and when required.</li> </ul>
<p><b>Site boundaries including hoardings, heras, pedestrian barriers, pathway and road management</b></p>	<ul style="list-style-type: none"> <li>• Site boundaries must be clearly defined using suitable fencing or other barriers as determined by risk assessment.</li> <li>• Temporary fencing or other barriers may be required whilst setting up or removing items from site.</li> <li>• It is recommended that heras fencing and pedestrian barriers be put in place to reasonably achieve the above.</li> </ul>

<p><b>Client permit-to-work systems</b></p>	<p>Permit to work are required for the following: -</p> <ul style="list-style-type: none"> <li>• Hot Works</li> <li>• Electrical Isolations</li> <li>• Fire Alarm Isolations</li> <li>• Dangerous Atmospheres</li> <li>• Confined Spaces</li> <li>• Work on or in the vicinity or on Cranes</li> <li>• Working on roofs</li> </ul> <p>Please obtain from your Site Contact accordingly. (STFC Safety Code 20, RAL Safety Notice 31) Work must not commence before the relevant permit has been issued.</p>
<p><b>Fire precautions</b></p>	<p>RAL operate a comprehensive Fire Management System and this must be adhered to whilst on site and this must be incorporated into the contractors own site safety arrangements, which must be in place prior to works starting on site. In the event of a fire then RAL security should be informed by:</p> <p><b><u>x2222 by internal phone on RAL network or 01235 778888 giving your location and type of Fire.</u></b></p> <p>There are a number of other emergency procedures that should also be followed and allowances within the contractor's emergency procedures should be made to incorporate these. Please refer to <a href="#">STFC Safety Information for Contractors document</a>. The Principal Contractor shall take note of the Joint Code of Practice published by the Building Employers Confederation, The Loss Prevention Council and the National Contractors Group entitled 'Fire Prevention on Construction Sites' and take action where the Code demands.</p> <p>Whe4</p>
<p><b>Emergency procedures, emergency equipment and means of escape</b></p>	<p>The Principal Contractor to include within the Construction Phase Health and Safety Plan, methods for dealing with accidents, etc., and procedures for informing the HSE, Riddor, CDM Consultant / Principal Designer, Senior Management etc.</p>
<p><b>'No-go' areas or other authorisation requirements</b></p>	<p>Due to the nature of the site, access is restricted to areas of works &amp; on-site restaurant only. The client operates a card access system which will only allow approved operatives into required areas.</p>
<p><b>Smoking restrictions</b></p>	<p>In line with government regulations, smoking is prohibited within all parts of the main buildings and annexe buildings. STFC policy is to prohibit smoking outside within five metres of any building.</p>

## 5.7 Environmental restrictions and existing on-site risks

<b>1. Safety hazards, including:</b>	
<b>a) boundaries and access, including temporary access (for example, narrow streets, lack of parking, turning or storage space issues)</b>	<p>The site is within the boundary of the RAL Complex and is bordered to the by a number of occupied buildings. If access to further buildings is required, access arrangements will need to be made via security and STFC contacts.</p> <p>Access to the area of works will be via access avenue leading to the RAL site. If access to site is needed, dates and times should be submitted to the STFC representative (Client) and clearance to be on site shall be given by RAL security.</p> <p>Contractors will be issued with a visitors pass which must be displayed on their person at all times, or when requested to show them, whilst on the premises, and kept secure when not in use. Lost passes must be reported immediately to Estates Management, Security and the Client. Passes to be returned at completion of the works.</p> <p>To comply with STFC COVID-19 guidelines, all operatives who need to attend site need pass the "Level 3 Working assessment" online. Proof of passing this assessment must be provided 1 week in advance of access request to site.</p>
<b>b) location of existing services particularly those that are concealed – water, electricity, gas, and so on</b>	<p>A Drawing with underground services of the site will be provided. STFC is not responsible for the accuracy of such drawings. A site visit can be arranged to survey utilities. The contractor must use these documents as a reference only.</p> <p>The accuracy and sufficiency of the preconstruction information is not guaranteed by STFC. Ascertain if any additional information is required to determine the exact nature and location of all site main/services and to carry out all necessary surveys to determine this information.</p>
<b>c) Services isolation, locking-off and permitting requirements</b>	<p>Please use the following STFC contracts for locking-off and isolations:</p> <ul style="list-style-type: none"> <li>• STFC Project Manager</li> </ul> <p>Alternatively:</p> <ul style="list-style-type: none"> <li>• Secondary STFC Project Manager</li> </ul> <p>Alternatively:</p> <ul style="list-style-type: none"> <li>• Estates Services Helpdesk</li> </ul>

<b>2. Health hazards, including:</b>	
<b>a) asbestos, including results of surveys (particularly where refurbishment and/or demolition is involved)</b>	<ul style="list-style-type: none"> <li>No Asbestos present on the CDM areas under this tender.</li> </ul>
<b>b) health risks arising from the client's work e.g. lab processes</b>	<ul style="list-style-type: none"> <li>Electrical works in LV frame in substation. Permit to work needed from Authorised person from Estates Services. Detailed RAMS will be needed prior to STFC issuing the permit to work. Notice required specified above.</li> </ul>
<b>3. Significant design and construction hazards</b>	
<b>a) Significant design assumptions and suggested work methods, sequences or other control measures</b>	<ul style="list-style-type: none"> <li>The Contractor is to establish locations and positions of mains and services. The ground should always be swept with a CAT to identify the services, prior to any works being undertaken.</li> </ul>
<b>b) Arrangements for co-ordination of ongoing design work and handling design changes</b>	<ul style="list-style-type: none"> <li>Weekly Design Review meetings</li> <li>Significant design changes to be approved and authorised by client representative. See attached specification for items open to review.</li> </ul>
<b>c) Information on significant risks identified during design</b>	<p>PD to identify.</p> <p>No significant risks identified beyond asbestos traces on the trenches in R26 Plantroom. No work is to take place inside these trenches.</p>
<b>d) Materials requiring particular precautions</b>	<p>PD to identify.</p> <p>Plant Equipment is heavy and bulky. Special care is to place on manual handling activities.</p>
<b>4. Other Project Risks</b>	
<b>a) Data</b>	Exact locations of data will be indicated on the electrical drawings.
<b>b) COVID-19 Localised Lockdown</b>	Should a localised lockdown come into place, the RAL site will be closed to all - bar research into COVID-19 and other SMEs carrying out vital work.
<b>c) Availability of materials</b>	Significant supply chain issues noted due to COVID-19, it is expected that the PC factors this risk into the programme.

## 5.8 Health and Safety.

The service provider will be required to have a strong and demonstrable commitment to Health and Safety throughout all aspects of its organisation, this will be particularly important as relates to the provision of robust record management and auditing processes so as to ensure statutory and best practice compliance. STFC operate a stringent Health and Safety Management regime, with defined Codes of Practice (SHE Codes) and the supplier is to engage, and adhere to these policies and procedures.

The majority of SHE codes are available on the following website: [www.she.stfc.ac.uk/she](http://www.she.stfc.ac.uk/she) Local site regulations and safety inductions apply. To comply with STFC's security policies and procedures all operatives including sub-Service Providers nominated for this contract are to be security cleared before accessing site. The Service Provider is responsible for escorting duties, including site inductions etc. Any employer escorting will be charged to the Service Provider.

It is a condition of appointment to this Contract that the Service Provider employs, on the Contracting Authority's sites, only persons who have satisfactorily completed a DBS (Disclosure and Barring Service) application form and received a DBS Certificate, available on line from [www.gov.uk/government/organisations/disclosure-and-barring-service](http://www.gov.uk/government/organisations/disclosure-and-barring-service). The method the Employer will use to monitor and audit this will be advised during the tender period or before mobilisation. The Service Provider will be required to achieve Baseline Security Clearance of all of their operatives and Sub-Contractors. Information on these requirements can be found on the following website:

[www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/365602/HMG\\_Baseline\\_Personnel\\_Security\\_Standard.pdf](http://www.gov.uk/government/uploads/system/uploads/attachment_data/file/365602/HMG_Baseline_Personnel_Security_Standard.pdf)

#### 5.9 Codes of practice and Standards.

All persons undertaking the specified works on behalf of Science and Technology Facilities Council shall fully comply with all current and relevant British Standards, plus all statutory instructions, regulations and specific instructions from relevant authorities (where applicable). This may also include any special regulations required by the local electricity provider or any industry Standard / Code of Practice / Manufacturer's Recommendations that may be applicable.

The works described within this specification and drawings shall be installed fully in accordance with (but not limited to), the following (or as subsequently amended and/or updated or replaced) standards:

- The relevant IEC Standards.
- The relevant ISO Standards.
- The Environmental Protection Act.
- The Health & Safety At Work Act. 1974.
- CIBSE (Chartered Institution of Building Services Engineers) Codes of Practice, Guides and Commissioning Codes.
- All Relevant British Standards.
- Offices, Shops and Railway Premises Act 1963
- Occupiers Liability Act 1984
- Consumer Protection Act 1987
- The Environmental Protection Act 1990
- The Clean Air Act 1993
- Energy Conservation Act 1993
- Electricity at Work Act 1989
- BEIS SFG20/30
- Building Regulations: Approved Document B
- The statutory Fire Officer's Requirements.
- The Electricity At Work Act. 1988/1989.
- BS.7671:2001 Requirements for Electrical Installations, 18<sup>th</sup> Edition (incl. Current amendments), as produced by the Institution of Electrical Engineers.
- Regulations Under The Health And Safety At Work Act (Including CDM, The Approved Code Of Practice For The Prevention Of Legionellosis, And The Control Of Legionellosis Disease (HS(G)70).
- Work at Height Regulations (2005) and any amendments there to;
- Control of Substances Hazardous to Health (COSHH) Regulations;
- Construction (Design and Management) Regulations
- Control of Noise at Work Regulations;
- Control of Noise (Code of Practice for Construction Sites) Orders;

- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR);
- Manual Handling Regulations;
- Provision and Use of Work Equipment Regulations;
- The Collection of and Disposal of Waste Regulations;
- Batteries and Accumulators Regulations;
- Waste Electrical and Electronic Equipment Regulations 2006 (WEEE);
- RAL Safety Codes.
- The STFC Design Guide for Mechanical, Electrical & Public Health Services – Rev 8.1

### 5.10 Working on Site.

All contractors undertaking work for Science and Technology Facilities Council shall:

- Carry Company Photo ID cards detailing DBS numbers and company contact details.
- Carry CSCS cards if visiting development / new build schemes;
- Follow the requirements and principles of Science and Technology Facilities Council's site requirements and working practices.

The Service Provider must supply competent and fully trained personnel to perform the Works and inform the Employer of their names and of the names of all sub-Service Providers' personnel. This includes details of staff qualifications, accreditations etc. The Service Providers Responsible Person is to be qualified to isolate mechanical and electrical installations, issue permits, review safety processes but this is a coordinated approach with the Employers Authorised Person.

### 5.11 Health and Safety Precautions

- Prior to the commencement of Work, the Service Provider must submit and have approved Method Statements and Risk Assessments in place. Application for a Permit to Work is made through the Employers SHE PTW system. Additional controls i.e. "Permit to Access" may be enforced dependant on the workspace conditions, equipment etc. Familiarity and adherence to the STFC SHE codes of practice within restricted "Science" spaces are required.
- The service provider shall inform the STFC's Estates Maintenance Manager and the Project Manager, in the first instance, of any and all breaches of these regulations together with a programme for rectification and measures/improvements to safeguard against a repeat.
- The Service Provider is responsible for providing and maintaining all security and protective barriers in relation to the performance of the Works necessary to protect all persons including owners and occupiers of adjacent property, members of the public and others from injury during the execution of the Works.
- The Service Provider must not isolate or otherwise interfere with life safety systems without prior written approval from the Employer.
- When the Works may involve the presence of flame or sparks the Service Provider must obtain a 'Hot Work Permit' from the Employer, comply with its conditions and safeguard and take all necessary precautions against damage by fire or explosion.
- Petroleum products and other inflammable or vaporising liquids, gases, solids and hazardous chemicals must only be used in accordance with applicable regulations. When equipment and vessels containing those items are not in use they and their contents must be removed to a safe place for storage.
- Where the Works involve working in a confined space (as defined in the Confined Spaces Regulations 1997) the Service Provider must at all times observe, perform and comply with the legal requirements set out in these Regulations (including making a suitable and sufficient



assessment of the specific risks arising from working within the confined space, implementing a Safe System of Work, having appropriate procedures for supervision and rescue arrangements, and providing suitable training to operatives).

- The Service Provider must at all times keep the Site free from surplus materials, rubbish and debris and on completion of any Works (and also on termination of the Contract) remove all Service Provider's equipment and leave the Site in a clean and workmanlike condition to the satisfaction of the Employer.
- Protective clothing must be worn and other recognised safety precautions must be taken to safeguard the person.
- Working areas associated with sumps, pits, wells, service ducts and machinery etc. must be guarded and warning notices displayed.
- Safety guards must be securely fixed and safety devices left operational.
- All defects in tools, steps, ladders and other items which impair safety must be reported immediately. Equipment must not be used until defects have been rectified.
- Full sets of specialised tools should be kept available for correct maintenance and operation of equipment.
- When requested by STFC, the Service Provider shall provide a professional advice service on all matters relating to the Health and Safety at Work Act 1974, Construction and Design Management 2015, and any subsequent re-enactments. The Service Provider shall work with STFC's health and safety team and STFC's Maintenance Manager to ensure that a holistic "best practice" approach is taken to the execution of health and safety management. This includes a commitment to STFC's on-site safety and hazard management, induction, and escalation processes.
- The Service Provider shall provide a "competent person(s)" for the Building, as appropriate, who shall work in association with STFC's "Responsible Person"(s) with a view to protecting staff and members of the public on the building through compliance with all relevant statutory obligations and legislation and with STFC's policy as it supports this legislation. The Service Provider must have the depth of technical and professional advice to assist STFC's "Responsible Person"(s) on all health and safety matters relating to the assets that the Service Provider maintains. The Service Provider is responsible to familiarise themselves and their sub-Service Providers with any confined spaces, areas working at height, lone working situations, etc.
- Prior to the commencement of Work, the Service Provider must submit and have approved Isolation plans, Method Statements and Risk Assessments in place
- The Service Provider is responsible for providing and maintaining all security and protective barriers in relation to the performance of the Works necessary to protect all persons including owners and occupiers of adjacent property, members of the public and others from injury during the execution of the Works.
- The Service Provider must not isolate or otherwise interfere with life safety systems without prior written approval from the STFC Maintenance Manager
- The Service Provider shall participate fully in the compilation, planning, testing and implementation of STFC's emergency evacuation drills.
- The Service Provider shall take all practicable steps to ensure that the assets for which it is responsible comply with all health and safety legislation and any other statutory obligations at all times. The Service Providers shall promptly advise STFC on any areas which in its professional opinion, do not comply with current legislation.

- The Service Provider shall include in their Monthly report a commentary on health and safety matters including performance (accidents and near misses) any matters outstanding, recommended works programmes and exception reporting. The Service Provider shall attend STFC's regular health and safety meetings as required.
- The Service Provider shall comply with STFC SHE codes when undertaking his responsibilities in relation to health and safety.
- The Service Provider must at all times keep the Site free from surplus materials, rubbish and debris and on completion of any Works (and also on termination of the Contract) remove all Service Provider's equipment and leave the Site in a clean and workmanlike condition to the satisfaction of STFC.

### 5.12 Business Continuity

The Service Provider, whilst performing the specification requirements will take all necessary steps to ensure that there is no operational disruption to service. To formally communicate as part of the joint business continuity plan any remedial actions.

The Service Provider shall support STFC's business continuity planning process by offering practical advice on issues such as the operation of emergency systems. The Service Provider shall assist STFC by ensuring that all Service Provider's staff are aware of the protocols to be used in case of an emergency and shall participate fully in the compilation, planning, testing and implementation of STFC's emergency management procedures.

The Service Provider shall, if requested, participate fully in the operation of emergency procedures such as but not limited to emergency evacuation of buildings in the event of fire.

The Service Provider shall comply with the provisions of this Specification in conjunction with STFC in managing the implementation of any business continuity plan developed by STFC.

This plan shall include but not be limited to:

- Responses to all potential emergencies,
- Allocated actions and execution of contingency plans for each of STFC's buildings,
- Compliance with legal requirements,

The Service Provider shall inform and train its staff and sub-Service Provider staff in the relevant procedures and methods to ensure business continuity for STFC at all times.

### 5.13 Waste Management

The principal contractor / contractor is expected to manage all project wastes via their own procedures and supply chain (unless otherwise agreed). STFC may require periodic reporting and assurance relating to waste management compliance at any point within the works.

All reasonable efforts will be made to minimise waste and the Service Provider shall provide facilities to maximise opportunities for re-cycling. If the work produces specialist and hazardous waste products, including oil, fuels, batteries, battery acid, fluorescent lamps, paints and metals, the Service Provider will ensure that these are disposed of using licensed waste disposal Service Providers and those records are kept and made available for audit.

The Service Provider will implement a waste management and recycling process for the waste and recycling media arising from the Works and their access to the Site, compliant with Legal Obligations, the Employer's and landlord's policies. This will include but may not be limited to:

- Identification of all waste streams on Site
- Dealing with waste streams in the appropriate manner
- Segregation of waste streams
- Collection and storage in appropriate receptacles

Removal from Site by appropriately licensed Service Providers

Retention of documents relating to the inventory, storage and transportation of waste/recycling in accordance with both Legal Obligations and the Employer policies.

Annex B price schedule



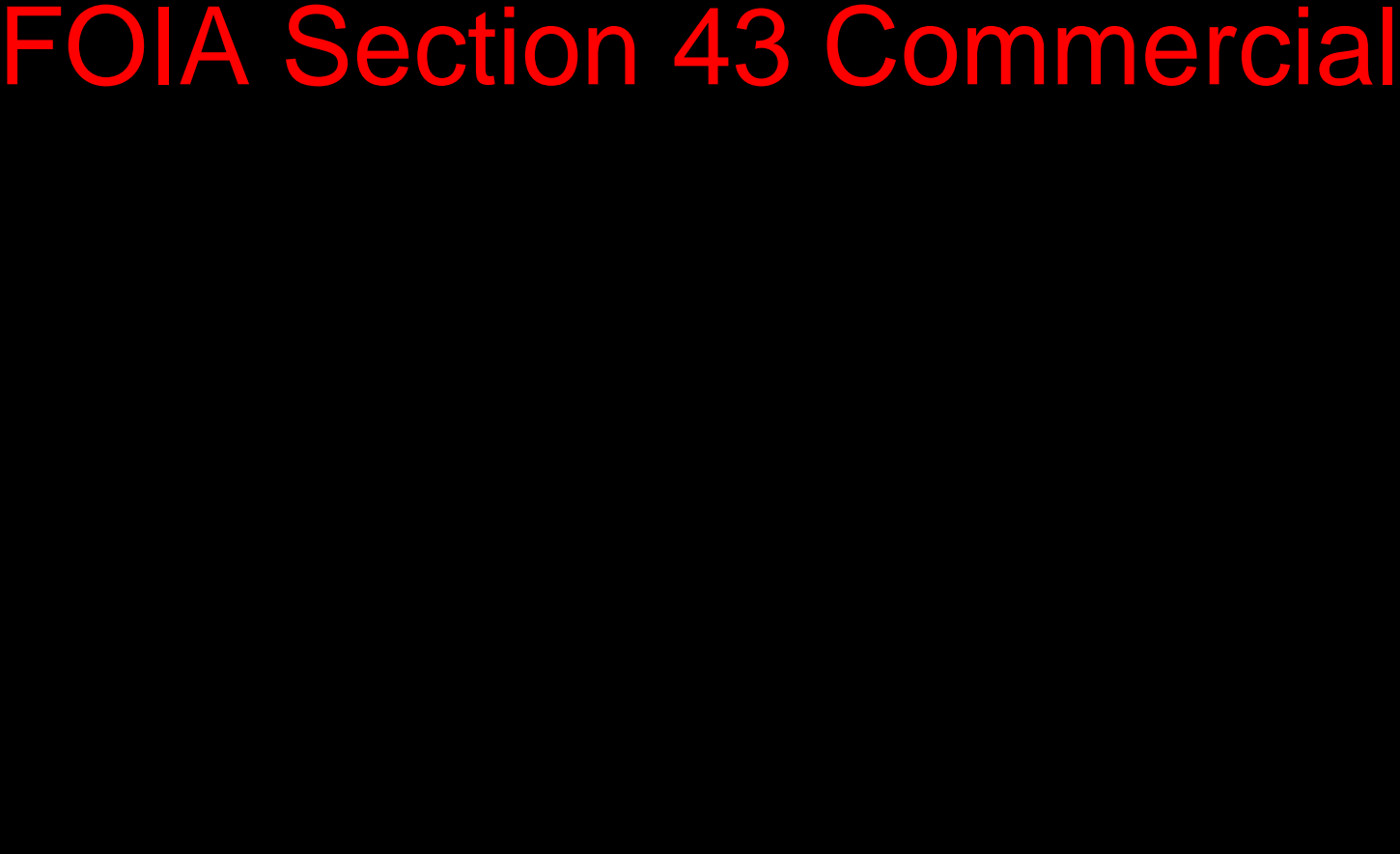
Price Schedule

SOURCING REFERENCE:	UKRI 3314
SOURCING DOCUMENT TITLE:	RAL IDC
BIDDER NAME	Workspace Technology Ltd

Bidders are required to complete all red highlighted cells.

All prices are to be firm and fixed and include all relevant costs, such as (but not exclusively) supply, installation, certification, travel costs, management, overheads and profits, etc., which may be required for the successful completion of the services.

For the avoidance of doubt the total compiled within cell (C30) will be used for the evaluation of this procurement.



Total	£	1,137,183.20
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All prices are firm and fixed.  
All prices are exclusive of VAT

- General Notes**
- All Works Normal Working Hours Except Where Specified
  - Additional services not detailed in supporting quotation may be subject to additional costs.
  - Excludes Maintenance
  - Prices Excludes VAT. E&OE
  - See Tab 2 'HDC WTL Detailed Quotation' tab for full costs breakdown of services
  - See Tab 2 'HDC WTL Detailed Quotation' tab for full list of options & alternatives (bottom section)



**North Eastern Universities Purchasing Consortium**

[www.neupc.ac.uk](http://www.neupc.ac.uk)

**CUSTOMER**

and

**SUPPLIER**

**Call-Off terms and conditions for the Supply, Installation and management of  
Data Centre Management equipment and Infrastructure**

**ORDER FORM REFERENCE: ITS2005NE**

Call off terms and conditions Data Centre

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## Call-Off Terms and Conditions

Dated Thursday, January 4, 2024

Between:

- (1) **The Customer;** and
- (2) **The Supplier.**

(the identities of the Customer and Supplier are set out in the Order Form)

Whereas: -

(A) The Authority acts as the lead organisation on behalf its Member Institutions (as defined below) providing its Member Institutions with pre-tendered arrangements for a variety of goods and services.

(B) The Authority issued a contract notice 2019/S 200-485459 on 27/09/2019 in the Official Journal of the European Union seeking expressions of interest from potential suppliers for the provision of certain goods and/or services to Member Institutions and Participating Consortia (as defined below).

(C) Following a tender process compliant with the requirements of the Public Contracts Regulations 2015, the Authority selected a group of suppliers to be eligible to provide the Goods and/or Services on a call-off basis and entered into individual framework agreements with those suppliers and this included the Authority and the Supplier entering into the Framework Agreement (as defined below).

(D) Pursuant to the Framework Agreement, the Customer has appointed the Supplier to provide the Goods and/or Services in accordance with the Contract (as defined below).

(E) These Call-off Terms and Conditions set out the terms and conditions for the provision of the Goods and/or Services and the obligations of the Supplier in the provision of the Goods and/or Services to the Customer.

**Now it is hereby agreed as follows: -**

### 1 Definitions and Interpretation

1.1 In this Contract the following words and expressions shall have the following meanings: -

**Authority** means the Northern Eastern Universities Purchasing Consortium, a company registered in England and Wales under registration number 03955576 and whose registered office is at Phoenix House, 3 South Parade, Leeds, LS1 5QX.;

**ADR Notice** has the meaning given in Clause 26.5;

**Anti-Slavery Laws** has the meaning given in Clause 28.1;

**Brief** means the Customer's requirements for the supply of the Goods and/or Services annexed to the Order Form and any changes to the same notified by the Customer to the Supplier from time-to-time;

Call off terms and conditions Data Centre

**Brexit** means the earlier of (i) the point at which the United Kingdom is no longer bound to comply with the terms of the Treaties; or (ii) the point at which any phased transition arrangement agreed between the United Kingdom and the European Union leading to the withdrawal of the United Kingdom from the European Union commences;

**Call-Off KPIs** means the key performance indicators set out in the Order Form;

**Call-Off Terms and Conditions** means the terms and conditions set out in this Contract, as referred to in the Framework Agreement;

**Charges** means the charges set out in the Order Form (and Charge or Charge(s) shall be construed accordingly);

**Contract** means the written agreement between the Customer and the Supplier consisting of the Order Form (and any appendices thereto), the Brief (annexed to the Order Form) and these Call-Off Terms and Conditions;

**Contract End Date** means the date detailed as such in the Order Form as such date may be extended pursuant to Clause 3.3 of this Contract;

**Customer Liability Cap** means the amount detailed as such in the Order Form;

**Customer's IP** means all Intellectual Property Rights in any Documentation provided by the Customer under the Contract;

**Data Protection Legislation** means the Data Protection Act 2018 and GDPR and any national implementing laws, regulations and secondary legislation (as amended or updated from time to time and any successor legislation to the GDPR or the Data Protection Act 2018);

**Delivery Date(s)** means the date(s) detailed as such in the Order Form;

**Defect** means any part or parts of the Goods that are defective or not in accordance with the Contract;

**Defects Rectification Period** means the period set out as such in the Order Form;

**Dispute** means any dispute or difference of whatsoever nature in relation to the formation, operation or interpretation of, or otherwise in connection with, or arising out of, the Contract;

**Dispute Notice** means a written notice of any Dispute, setting out the Dispute's nature and full particulars of the Dispute and which states it is a "Dispute Notice";

**Documentation** means any information or documents in any form whatsoever (including paper or electronic form), including drawings, technical software, images, designs or records;

**EIR** means the Environmental Information Regulations 2004;

**FOIA** means the Freedom of Information Act 2000;

**Force Majeure Event** has the meaning given in Clause 18.1;



**Framework Agreement** means the framework agreement for the supply of the Goods and/or Services made between the Authority (1) and the Supplier (2)

**Framework Agreement KPIs** means the key performance indicators set out in Schedule 7 to the Framework Agreement;

**GBP** means the United Kingdom Pound Sterling;

**GDPR** means the General Data Protection Regulation (EU 2016/679);

**Good Industry Practice** means the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the provision of goods and/or services similar to the Goods and/or Services under the same or similar circumstances as those applicable to this Contract;

**Goods** means the goods identified as such in the Order Form;

**Intellectual Property Rights** means all intellectual property rights anywhere in the world including domain names, patents, design rights, copyrights including rights in computer software and databases (including database rights), rights in source code, topography right, trademarks, trade names, logos, trade secrets and know-how, and any applications or the right to make applications for any of the above, existing now or at any time in the future and whether registered or registrable or not;

**KPIs** means the Framework Agreement KPIs and the Call-Off KPIs;

**Law** means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, any applicable judgment of a relevant court of law which is a binding precedent in England and Wales, or directives or requirements of any Regulatory Body;

**Losses** means all liabilities, costs, expenses, damages and losses including but not limited to any direct loss, indirect loss or consequential loss, loss of contribution to incidental costs, loss of profit or overheads, loss of reputation and all interest, penalties and legal costs;

**Marketing Premium** has the meaning given in the Framework Agreement;

**Marketing Premium Rate** has the meaning given in the Framework Agreement;

**Member Institution** has the meaning given in the Framework Agreement;

**Mini Tender** has the meaning given in the Framework Agreement;

**Order** means the order placed by the Customer to the Supplier in accordance with the Framework Agreement, which sets out the description of the Goods and/or Services to be supplied;

**Order Form** means the document used by the Customer to place the Order for this Contract;

**Participating Consortium** has the meaning given it in the Framework Agreement;

**Personnel** means those personnel of the Supplier as shall be appointed by the Supplier to supply the Goods and/or Services in accordance with the Contract including the Supplier's employees and subcontractors;

**Premises** means the premises detailed as such in the Order Form;

**Project IP** means all Intellectual Property Rights in any Documentation provided by the Supplier under the Contract and all other Intellectual Property Rights created or discovered by the Supplier as a result of, for or in connection with the performance of its obligations under the Contract, but excluding Supplier's Background IP;

**PCR** means the Public Contracts Regulations 2015;

**Quarter** means each period of 3 calendar months (for each year, Quarter 1 runs from 1 August- 31 October, Quarter 2 runs from 1 November – 31 January, Quarter 3 runs from 1 February – 30 April and Quarter 4 runs from 1 May to 31 July). The first Quarter of the agreement may therefore be less than 3 months.

**Regulatory Body** means any government department and regulatory, statutory and other entity, committee, ombudsman and/or body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer;

**Schedule(s)** means any one or more of the schedules attached to these Call-Off Terms and Conditions;

**Services** means the services identified as such in the Order Form;

**Services Commencement Date** means the date detailed as such in the Order Form;

**Services End Date** means the date detailed as such in the Order Form;

**Supplier Liability Cap** means the amount detailed as such in the Order Form;

**Supplier's Background IP** means all Intellectual Property Rights existing prior to the date of the Contract and used by the Supplier for or in connection with the performance of its obligations under the Contract;

**Supply Rates** means the rates set out in Schedule 2 of the Framework Agreement as may be amended pursuant to the procedures set out in Schedule 2;

**Term** means the period from the date of the Contract up to and including the earliest of:

- (a) the Contract End Date; or
- (b) the date the Contract is terminated in accordance with Clause 17;

**Third Party Agreements** has the meaning given in Clause 6.9;

**Treaties** means those referred to in section 2 of the European Communities Act 1972;

**Value Added Tax** means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994; and

**Variation** has the meaning given in Clause 7.

1.2 In these Call-Off Terms and Conditions unless the context otherwise requires:

1.2.1 clause headings are inserted for convenience only and shall not affect the construction and interpretation of this Contract and all references to Clauses, Sub-clauses, or Schedules are to Clauses and Sub-clauses of, and Schedules to, these Call-Off Terms and Conditions; and

1.2.2 words denoting the singular number include the plural and vice versa; and

1.2.3 words denoting the masculine include the feminine and vice versa; and

1.2.4 references to persons include reference to bodies corporate and unincorporate; and

1.2.5 references to statutes or statutory instruments or any Law are to be construed as references to any consolidation, modification, extension, amendment, replacement or re-enactment of them from time to time and any subordinate legislation under it.

## **2 Contract Documents**

2.1 The Contract consists of the following documents:

- (a) these Call-Off Terms and Conditions;
- (b) the Schedule(s) to these Call-Off Terms and Conditions;
- (c) the Order Form (and any appendices thereto); and
- (d) the Brief (annexed to the Order Form).

2.2 The Contract is made pursuant to the Framework Agreement.

2.3 In the event of any inconsistency or conflict between the Framework Agreement and the Contract, the Framework Agreement shall prevail.

2.4 Save in respect of the Framework Agreement, the Contract supersedes all other oral and/or written communications, representations, agreements or undertakings between the parties.

### **3 Appointment**

3.1 The Customer appoints the Supplier as the supplier of the Goods and/or Services set out in the Order Form.

3.2 The Contract shall take effect on and from the date of the Contract and shall expire automatically at the end of the Term.

3.3 Any omission on the part of the Customer to inspect, review or disapprove shall not diminish or relieve the Supplier from any of its obligations or responsibilities under or in connection with the Contract.

3.4 The Supplier shall be responsible for the accuracy of all drawings, documents and information supplied to the Customer by the Supplier in connection with the supply of the Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein.

### **4 No Partnership or Agency**

4.1 Nothing in this Contract is intended to, or shall be deemed to:

4.1.1 establish any partnership or joint venture between any of the parties;

4.1.2 constitute any party as the agent of another party; or

4.1.3 authorise any party to make or enter into any commitments for or on behalf of any other party.

4.2 The Supplier confirms it is acting on its own behalf and not for the benefit of any other person.

### **5 Non-Exclusivity**

The Supplier acknowledges that, in entering the Contract, no form of exclusivity has been granted by the Customer for the supply of any goods and/or services and that the Customer is at all times entitled to enter into other contracts and arrangements with any other suppliers for the supply of any goods and/or services which are the same or similar to that which the Supplier may supply.

### **6 Supply of the Goods and/or Services**

6.1 The Supplier warrants to the Customer on an ongoing basis that:

(a) the information provided in the Supplier's Tender is true and accurate in all respects;

(b) it shall and shall continue to supply the relevant Goods and/or Services diligently and in accordance with the Contract and in compliance with all applicable Laws and Good Industry Practice;

(c) it has exercised and shall continue to exercise in the performance of all its duties under the Contract all the skill, care and diligence reasonably to be expected of a properly qualified and competent supplier experienced in the supply of goods and/or services of a similar nature to the Goods and/or Services;

(d) it shall supply the relevant Goods and/or Services in such a manner and at such times so that no act, omission or default of the Supplier shall cause or contribute to any breach of Law;

(e) it shall supply the relevant Goods and/or Services in compliance with all reasonable instructions given in writing under or in connection with the Contract;

(f) it shall at all times observe and provide the Goods and/or Services in accordance with the KPIs;

(g) all relevant Goods supplied by the Supplier shall:

(i) be fit for the purpose specified in the Brief;

(ii) be new, undamaged and free from defects in design, material and workmanship;

(iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 as amended);

(iv) be properly packaged to survive transit and storage without damage, clearly labelled and addressed; and

(v) otherwise comply with all applicable Laws.

(h) Late delivery;

The Supplier must deliver Goods in a fit and suitable manner and deliveries will be rejected if they do not meet our requirements. In particular, delivery may be rejected due to:

- Late delivery;
- Wrong Specification or wrong Goods delivered;
- Poor quality Goods;
- Poorly labelled or packaged Goods;
- Un-signed deliveries;
- Damaged Goods; and
- Delivery to an undesignated delivery area (not the address /addresses) as stated on our order) - under no circumstances should Goods be left outside buildings.

6.2 Upon delivery of the Goods, the Supplier shall provide the Customer with a delivery note specifying

6.3 Notwithstanding the provisions of Clause 6.6, the Customer shall be entitled to reject the Goods by notice to the Supplier within 30 (thirty) days of delivery to the Premises if they do not comply with the terms of the Contract. Any rejected Goods shall be returned to the Supplier at the Supplier's risk and expense and the Supplier shall be required to deliver replacement Goods to the Customer within 15 (fifteen) days of receipt of the Customer's rejection notice, at no extra cost to the Customer. A Customer's right to reject under this Clause 6.3 shall apply equally to any Goods replaced hereunder.

6.4 No failure by a Customer to reject the relevant Goods under Clause 6.3 shall constitute acceptance or acknowledgment by the Customer of the relevant Goods or the condition in which they were delivered, or in any way diminish or relieve the Supplier from any of its obligations or responsibilities under or in connection with the Contract

6.5 Notwithstanding Clause 6.6, during the Term and the applicable Defects Rectification Period, the Supplier shall make good any Defect(s) discovered in the Goods (by replacement or otherwise) at its own cost and expense within 30 (thirty) days (or such other time period as may be agreed between the relevant Customer and the Supplier) of receiving notice from the Customer regarding the Defect, provided always that such Defect did not arise as a result of the Customer using the Goods other than in accordance with their proper usage. If the Supplier fails to comply with its obligations under this Clause 6.5, the Customer shall be entitled to engage another supplier to make good any Defect(s) discovered in the relevant Goods and the Customer shall be entitled to recover the cost of doing so from the Supplier as a debt.

6.6 Title to the Goods (or part thereof) shall pass to the Customer upon the earlier of:

6.6.1 delivery of the Goods (or part thereof) to the Premises in accordance with the Contract; or

6.6.2 payment for the Goods (or part thereof) in accordance with the Contract.

6.7 If title to the Goods (or part thereof) passes to the Customer prior to delivery, the Supplier shall arrange for the Goods to be marked as the Customer's property and shall

ensure that they are stored and handled separately from other goods.

Risk of loss or damage to the Goods (or part thereof) shall pass to the Customer of the Goods (or part thereof) to the Premises in accordance with the Contract, save to the extent that any loss or damage to the Goods (or part thereof) which occurs after is attributable to an act of the Supplier or its Personnel.

6.8 The Supplier shall have regard to all obligations on the part of the Customer in any third party agreements or in any other documentation relating to the Contract to which the Customer is a party to and of which copies (subject to the deletion of any confidential information therein) have been provided by or on behalf of the Customer (Third Party Agreements). The Supplier warrants and undertakes to the Customer that the Supplier will supply the relevant Goods and/or Services and will perform its obligations under the Contract in such a manner and at such times that no act, omission or default of the Supplier shall cause or contribute to any breach by the Customer of any of its obligations under the Third Party Agreements or other documentation mentioned in this Clause 6.9.

6.9 If the Supplier becomes aware of any matter that may impact on its ability to deliver the relevant Goods and/or Services in accordance with the Contract, it must immediately notify the Customer and shall propose and, if accepted by the Customer, implement any measures which may be practical to overcome or reduce any adverse impact on the Customer. The Supplier shall bear the cost of implementing such measures save where the relevant matter is a direct result of any wilful act, negligence or breach by the Customer of its obligations under the Contract.

6.10 The Supplier warrants that (where required by a Customer) Goods shall be delivered within two working days of the completion of any Call-Off Contract.

6.11 Any failure by the Supplier to comply with the terms of clause 6.12 shall entitle the Authority and/or Participating Consortium to terminate this Framework Agreement in accordance with the provisions of Clause 17.

6.12 Notwithstanding the provisions of clause 6.14, where the Customer and /or Authority and/or Participating Consortium confirms in writing that it is prepared to accept partial delivery of Goods, the Supplier shall, where requested by the Authority and/or Participating Consortium make partial deliveries to the Authority and/or Participating Consortium at no additional cost to the Authority.

6.13 The Supplier shall provide a multi-drop service (deliveries to several locations), with separate accounts for each delivery point if requested by the Customer and/or Authority and/or Participating Consortium and to invoice multiple cost centres individually as required by the Customer and/or Authority and/or Participating Consortium.

6.14 For the duration of the Framework Agreement the Supplier shall make a system to track orders and deliveries together which a delivery receipt available to the Customer and/or Authority and/or Participating Consortium at no cost.

6.15 The Supplier shall ensure deliveries are accompanied with a delivery note inclusive of any given purchase order number(s) and signed at the point and time of delivery.

6.16 The Supplier shall meet any necessary delivery windows that are suitable to the Customer and/or Authority and/or Participating Consortium and Delivery shall take place during a Working Day.

6.17 The Supplier shall comply with the provisions of Schedule 5 (KPIs). 7

### **Variations to the Contract**

7.1 The parties acknowledge that the Customer may, at any time:

7.1.1 instruct the Supplier to add or omit any Goods and/or Services to or from that which is being supplied under the Contract; or

7.1.2 instruct a change to the Brief annexed to the Order Form,

(a **Variation**)

provided always that such Variation shall not amount to a substantial variation for the purposes of regulation 72 of PCR (which the Customer shall determine in its sole discretion).

7.2 If any Variation instructed by the Customer shall:

7.2.1 in respect of the Goods and/or Services being supplied under the Contract, increase or decrease the relevant Charge(s); and/or

7.2.2 in respect only of the Goods being supplied under the Contract, affect the Supplier's ability to supply the Goods by the relevant Delivery Date(s)

the Supplier shall submit a quotation to the Customer within **10 (ten)** days of the Variation instruction setting out the proposed increase or decrease to the relevant Charge(s) (calculated solely on the basis of the Supply Rates) and, where Clause 7.2.2 applies, the proposed extension(s) to the relevant Delivery Date(s).

7.3 Within **10 (ten)** days of receipt of a Supplier's quotation pursuant to Clause 7.2, the Customer shall either accept the quotation, in which case the relevant Charge(s) and Delivery Date(s) (if applicable) shall be adjusted accordingly, or withdraw the Variation instruction.

7.4 Until the Supplier's quotation is accepted in accordance with Clause 7.3, the Supplier shall continue to perform its obligations under the Contract as if the Variation had not been instructed and the Supplier agrees that the preparation of a quotation to be provided under Clause 7.2 will not cause any delay to the supply of the relevant Goods and/or Services.



7.5 The Supplier shall have no entitlement to any increase in the relevant Charge or any extension(s) to the relevant Delivery Date(s) where it complies with a Variation instruction prior to its quotation being accepted in accordance with Clause 7.3.

7.6 The Customer shall be entitled to refuse any Variation which does or could amount to a substantial variation for the purposes of regulation 72 of PC

7.7 The Supplier may request, in writing, a variation to the Charge(s) in the event there is a change in Law which was not reasonably foreseeable prior to the date of the Contract which impacts on the Charge under the Contract. If the Supplier so requests a variation, the parties shall meet within 10 (ten) days of the date of such written request and shall agree any changes to the Charge in writing.

7.8 The Supplier and Customer acknowledge that in the event that the Supply Rates are amended in accordance with the procedures set out in Schedule 2 of the Framework Agreement, such amendments shall not apply to the Charge under this Contract unless agreed otherwise in writing between the parties and the Authority (in accordance with paragraph 8 of Schedule 2 of the Framework Agreement).

## **8 Payment of the Charge(s) and the Marketing Premium**

### **Payment of the Charge(s)**

8.1 The Customer shall pay the Supplier the Charge(s) as stated in Order Form as full remuneration for the supply of the Goods and/or Services in accordance with the Contract.

8.2 Each Charge is fully inclusive of all costs and expenses of every kind incurred by the Supplier in connection with the supply of the Goods and/or Services.

8.3 For the avoidance of doubt each Charge shall be exclusive of Value Added Tax. The Customer shall account for and pay the total amount of Value Added Tax properly due thereon.

8.4 The Charge(s) shall be paid to the Supplier in accordance with any stages set out in the Order Form and within 30 (thirty) days of receipt of properly rendered invoice(s) in accordance with Clause 8.5.

8.5 The Supplier shall submit invoices to the Customer in respect of any of the Charge(s) properly due to the Supplier under the Contract and all invoices submitted by the Supplier shall show Purchase Order number, amounts due, amounts invoiced to date and all supporting documentation as the Customer may request.

8.6 Where any sum due under the Contract is not paid in full by the relevant due date, the Supplier shall be entitled (without prejudice to any other right or remedy) to suspend performance of its obligations under the Contract, provided that the Supplier shall give the relevant Customer not less than 14 (fourteen) days' notice of its intention to suspend performance of its obligations under the Contract and stating the ground(s) on which it

intends to suspend performance. The right to suspend performance shall cease when the Customer makes payment in full of the amount due. Any period during which performance is suspended shall be disregarded for the purposes of any contractual time limit the time taken by the Supplier to supply the relevant Goods and/or Services.

8.7 If the Customer fails to pay an amount due to the Supplier by the relevant due date, simple interest shall be added to the unpaid sum from the final date for payment until the actual date for payment. Such interest shall be calculated on a daily basis at the annual rate of 8% above the Bank of England base rate, together with any fixed charges, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the late payment of Commercial Debts Regulations 2013.

8.8 The Supplier acknowledges and agrees that the Authority, or any other Participating Consortia or any Member Institution has no liability to the Supplier for the payment of any Charges due to the Supplier pursuant to the Contract, unless the Authority or such Participating Consortia or Member Institution is the Customer under the Contract.

8.9 The Supplier shall be liable for any costs associated with any change in Legislation in the provision of the Goods/Services for the duration of this Framework Agreement and any Call-Off Contract.

8.10 The Supplier shall not increase the Supply Rates for the duration of the Framework Agreement or any Call-Off Contract other than in accordance with the provisions of Schedule 2.

8.11 The Supplier shall ensure value for money for the duration of this Framework Agreement and any Call-Off Contract and shall ensure that any available reductions in Supply Rates are available to the Authority and/or Participating Authority and/or any Customer.

8.12 The Supplier shall review Supply Rates no less frequently than every Quarter.

8.13 To the extent permitted by Legislation, the Supplier shall ensure that Supply Rates offered pursuant to this Framework Agreement and/or any Call-Off Contract are competitive to the Supply Rates offered to a member of the NEUPC consortium for the same or similar Goods or Services at any time, taking into account the potential aggregate spend within the Contract.

8.14 For the avoidance of doubt, the Supplier will not be required to disclose identity of the NEUPC consortium.

8.15 At the request of the Authority and/or Participating Authority and/or any Customer the Supplier will be required to certify on a quarterly basis that it is complying with this clause.

8.16 Not used.

## **Payment of the Marketing Premium**

8.17 The parties acknowledge that where the Customer is a Member Institution, the Supplier shall pay the Marketing Premium in accordance with the provisions of the Framework Agreement and that the Marketing Premium Percentage may be amended during the Term in accordance with Clause 8.26 of the Framework Agreement.

## **9 Set Off**

9.1 The parties acknowledge that the Customer may at any time, without notice to the Supplier, set-off any liability owed by the Supplier to the Customer against any liability owed by the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated and whether or not liability arises under the Contract. Any such exercise of set-off by the Customer shall not limit or affect any of the Customer's rights or remedies available under this Contract.

9.2 For the avoidance of doubt, all amounts due from the Supplier to the Customer under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding by the Supplier.

## **10 Personnel**

10.1 The Supplier warrants to the Customer that all of the Supplier's Personnel shall at all times have the necessary qualifications and experience to perform their duties as required under the Contract.

10.2 The Supplier warrants to the Customer that all of the Supplier's Personnel shall at all times have the necessary qualifications and experience to meet the standards offered by the Supplier under the Contract.

10.3 The Supplier shall provide such details of its Personnel that may require access to the Premises to perform their duties as required under the Contract as are reasonably requested in writing by the Customer.

## **11 Premises**

11.1 The Customer grants the Supplier a non-exclusive licence to access the Premises, as may be reasonably required for the sole purpose of performing its obligations under the Contract.

11.2 The Supplier shall co-operate with all other suppliers or personnel who may also have access to the Premises.

11.3 At the end of the Term, the Supplier shall:

11.3.1 remove from the Premises all the Supplier's equipment and unused materials;

11.3.2 clear away all rubbish arising out of or in connection with the supply of the relevant Goods and/or Services; and

11.3.3 leave the Premises in a clean and tidy condition to the Customer's reasonable satisfaction.

11.4 If the Supplier fails to comply with Clause 11.3, the Customer may remove and dispose of the Supplier's equipment and unused materials and clear away and clean the Premises as required by Clauses 11.3.2 and 11.3.3 and the Customer shall be entitled to recover the cost of doing so from the Supplier as a debt.

11.5 Where the Supplier leaves any equipment or materials on the Premises during the Term, it does so at its own risk and the Customer shall have no liability to the Supplier in relation to such equipment or materials.

## **12 Assignment and Sub-contracting**

12.1 Subject to Clause 12.2, the Supplier shall not assign, charge or transfer any right or obligation under this Contract or in any way deal or part with its interest in this Contract or any part of it to any person, without the Customer's prior written consent, which shall not be unreasonably withheld (provided always that the Customer shall be entitled to refuse to consent to any assignment, charge or transfer which could or does breach any regulation(s) of the PCR).

12.2 The Supplier shall not sub-contract to any person the performance of any of its obligations under this Contract:

(a) except with the Customer's prior written consent, such consent not to be unreasonably withheld;

(b) if any such sub-contracting would be inconsistent with the Supplier's tender in the Original Tender Process and/or the Mini Tender; and

(c) if any such sub-contracting could or would in the sole opinion of the Customer breach any regulation(s) of the PCR.

12.3 If the Customer consents to the Supplier to sub-contract, then the Supplier shall co-ordinate and integrate such services provided by the sub-supplier with his own and no sub-contracting by the Supplier and no consent by the Customer shall in any way relieve the Supplier from any liability or obligation in respect of the performance of its obligations under this Contract.

12.4 The Customer may at any time assign by absolute legal assignment the benefit of all the Supplier's obligations and the entire benefit arising under or out of this Contract to

12.4.1 any Contracting Authority (as defined in the PCR);

12.4.2 any other body established by the Crown or under statute to substantially perform any of the functions that had previously been performed by the Customer;

12.4.3 any private sector body which substantially performs the functions of the Customer

provided that any such assignment shall not increase the Supplier's obligations under the Contract.

12.5 If the Supplier sub-contracts the Contract in accordance with this Clause 12, the sub-contract must be entered into on equivalent and no less onerous terms than the terms of this Contract.

### **13 Intellectual Property Rights**

13.1 Any Customer's IP shall remain vested in the Customer and the Customer shall grant the Supplier an irrevocable, transferable, non-exclusive, royalty free licence to use such IP for the purpose of performing its obligations under this Contract.

13.2 The Project IP shall immediately vest in the Customer upon its creation or discovery and the Customer shall grant the Supplier an irrevocable, transferable, non-exclusive, royalty free licence to use the Project IP for the purpose of performing its obligations under this Contract.

13.3 The Supplier's Background IP shall remain vested in the Supplier and the Supplier shall grant the Customer an irrevocable, transferable nonexclusive, royalty free licence to use the Supplier's Background IP for any purpose related to this Contract and the Goods and/or Services supplied hereunder.

13.4 The licences granted under this Clause 13.1 include a right to sub-licence.

13.5 All royalties or other sums payable in respect of the supply and use of any patented article, processes or inventions required for and in relation to the performance of the Supplier's obligations under this Contract shall be paid by the Supplier.

13.6 The Supplier shall not be liable for any use of the Supplier's Background IP or Project IP other than that for which they were prepared.

### **14 Confidentiality and publicity**

14.1 Subject to Clauses 15 and 23, the Supplier will keep confidential all financial information, supplier lists, manuals, software (including its source code), trade secrets, business forecasts, specifications, correspondence, books, records, documents, agreements, photographs, quotations, invoices, files, plans, drawings, any other similar material or information relating in any way to this Contract, and/or the business of the Customer. The Supplier will not disclose details of these to any person, other than to its professional advisers, insurers and the Supplier's Personnel, without the consent of the Customer, and then only insofar as such disclosure is necessary for the effective performance of the Supplier's obligations under this Contract. The provisions of this Clause will continue to apply notwithstanding any novation and/or termination of this Contract for any reason and notwithstanding the completion of the performance of the Supplier's obligations under this Contract.

14.2 The Supplier shall not be liable for the disclosure of any confidential material which is referred to in Clause 14.1 which:

(a) is or becomes available to the public, other than by means of a breach of this Contract;  
or

(b) is required by Law to be disclosed.

14.3 The Supplier shall not, without the Customer's prior written consent, use the Customer's corporate name or any other unnamed trademark associated with the Customer for any purpose, including but not limited to by illustration, advertising, publicising, marketing or selling services and/or products, except as may otherwise be required by Law. In that event, the Supplier shall provide the Customer with written notice of such request as soon as reasonably practicable, sufficient to allow the Customer an opportunity to object prior to such disclosure.

14.4 Notwithstanding the provisions in this Clause 14 and Schedule 4 (Data Protection), the parties shall comply with the Data Protection Legislation.

14.5 To the extent there are any inconsistencies and/or conflicts between this Clause 14 and any separate confidentiality agreement entered into between the Authority and the Supplier (pursuant to the Original Tender Process) and/or between the Customer and the Supplier, the terms of any such confidentiality agreement(s) will prevail.

14.6 The Supplier shall provide the Authority (and/or any Participating Authority and/or Customer where requested by a Participating Authority and/or Customer) a current catalogue of all Supplies that the Supplier can provide pursuant to this Framework Agreement.

14.7 Any such catalogue must be compatible with any e-procurement techniques or platforms notified to the Supplier by the Authority and/or any Participating Authority and/or Customer at any time during the term of this Framework Agreement and/or Call-Off Contract and the Supplier shall be solely responsible for any costs arising from the provision of such catalogue.

14.8 The Supplier shall regularly update any catalogue no less than every Quarter and shall promptly notify the Authority and/or Participating Consortium of any such update.

## **15 Freedom of Information**

15.1 The Supplier acknowledges that the Customer is subject to the FOIA and the EIR and the Supplier shall, at its cost, use all reasonable endeavours and take all necessary steps to assist the Customer in complying with the FOIA and/or the EIR.

15.2 If the Supplier receives a 'request' from any third party (as that term is defined in the FOIA and the EIR, as applicable), it shall immediately provide the Customer with a written copy of that request.

15.3 The Supplier shall ensure that the provisions of this Clause 15 are included in any subcontract it enters into in respect of this Contract.

## **16 Insurance**

16.1 The Supplier warrants that it currently maintains and shall continue to maintain:

16.1.1 professional indemnity insurance;

16.1.2 product liability insurance;

16.1.3 public liability insurance; and

16.1.4 employer's liability insurance,

for the periods set out in Clause 16.1 of the Framework Agreement, all with a well-established and reputable insurance office or underwriter of repute carrying on business in the United Kingdom and the European Union with a limit and basis of indemnity as set out in Article 3 of the Memorandum of Agreement in the Framework Agreement for each and every claim provided always that such insurance is generally available in the United Kingdom and the European Union to the business of the Supplier at commercially reasonable rates and terms. The Supplier shall immediately inform the Customer if such insurance ceases to be generally available at commercially reasonable rates and terms and for the avoidance of doubt it is hereby agreed and declared that any increased or additional premium required by insurers by reason of the Supplier's own claims record or other acts, omissions, matter or things particular to the Supplier shall be deemed to be within commercially reasonable rates.

16.2 As and when the Supplier is reasonably requested in writing to do so by the Customer, the Supplier shall produce for inspection sufficient documentary evidence in the form of a standard insurance broker's certificate that the insurance required under Clause 16.1 is being maintained in accordance with the terms of this Contract. If the Supplier fails to supply the relevant evidence, the Customer shall be at liberty to effect such insurance cover as it deems necessary at the Supplier's cost.

16.3 The Supplier shall not, once a claim under Clause 16.1 of this Contract has been notified to it, voluntarily do anything which would reduce or tend to reduce the scope of indemnity under its insurance policies or the amount of indemnity monies which will be available thereunder were the claim against it to succeed in full.

## **17 Suspension and/or Termination**

17.1 The Customer may, in addition to any other rights and remedies which it may have, by giving not less than 7 (seven) days' written notice to the Supplier, suspend or terminate the Supplier's appointment under this Contract. If the Supplier's appointment is suspended pursuant to this Clause 17.1 then the Customer may, by giving not less than 7 (seven) days' written notice, require the Supplier to resume performance at any time within a period of 6 (six) months from the date of suspension. The Supplier shall use all reasonable endeavours to resume performance of its obligations under this Contract as soon as possible after receipt of the Customer's written notice. If the Customer has not required the Supplier to resume performance within such period, then the Supplier's appointment under this Contract shall be deemed to have been terminated.

17.2 The Customer or the Supplier may suspend and/or terminate the Supplier's appointment under this Contract upon serving written notice on the other in the event that:

(a) the other is in breach of this Contract in any material respect and the other has failed within 30 (thirty) days of the service of the other's written notice to remedy such breach or breaches; and/or

(b) distress or execution is levied or threatened upon any of the other's property or any judgement against the other remains unsatisfied for more than 14 (fourteen) days or the other (being an individual) is bankrupt or unable to pay his debts or seeks an arrangement with his creditors, or the other (being a company) has an administrator appointed of it or a receiver or manager or administrative receiver is appointed of it or any of its assets or it enters into liquidation or it proposes or makes any voluntary arrangement with its creditors; any petition is presented or any resolution passed or any steps or proceedings taken which may lead to any of the foregoing occurrences; the other ceases to carry on business; and/or

(c) if any of the termination provisions of regulation 73(1) of PCR apply.

17.3 The Customer may terminate this Contract in accordance with

17.3.1 Schedule 1 (Anti-bribery and Corruption); or

17.3.2 Schedule 5 (KPIs).

17.4 Not used

17.5 Suspension or termination of the Supplier's appointment under this Contract, howsoever arising, shall be without prejudice to the rights and remedies of either of the parties in relation to any negligence, omission or default of the other prior to such termination.

17.6 If the Supplier's appointment under this Contract has been suspended or terminated by the Customer pursuant to Clause 17.1, or terminated by the Supplier pursuant to Clause 17.2 then:

17.6.1 after suspension or termination of the Supplier's appointment under this Contract, the Supplier shall immediately provide to the Customer copies of all Documentation for and in relation to this Contract which has been prepared by it or on its behalf or is in its possession;

17.6.2 the Supplier shall be entitled to send an invoice to the Customer for all outstanding Charges earned by the Supplier for the Services properly performed (whether wholly or in part) and Value Added Tax due thereon;

17.6.3 the Customer shall not be liable for any Losses howsoever arising out of or in connection with the suspension or termination of this Contract;

17.6.4 pursuant to the terms of this Contract, the Customer shall pay to the Supplier any instalments of any Charge and any other amounts which have accrued due prior to the date of suspension or termination, together with a proportion of the next following instalment of



any Charge commensurate with the Services properly performed up to the date of suspension or termination carried out prior to the date of suspension or termination; and

17.6.5 the Customer shall be entitled to send an invoice to the Supplier for all outstanding amounts in relation to the Marketing Premium and Value Added Tax due thereon.

17.7 If the Supplier's appointment under this Contract has been suspended or terminated by the Customer pursuant to Clause 17.2 or 17.3.:

17.7.1 after termination of the Supplier's appointment under this Contract, the Supplier shall immediately provide the Customer with copies of all Documentation for and in relation to this Contract which has been prepared by it or on its behalf or is in its possession;

17.7.2 the Customer shall not be liable for any Losses howsoever arising out of or in connection with the suspension or termination of this Contract; and

17.7.3 the Customer shall be entitled to send an invoice to the Supplier for all outstanding amounts in relation to the Marketing Premium and Value Added Tax due thereon.

## **18 Force Majeure**

18.1 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract (except in relation to payment) if such delay or failure result from events, circumstances or causes beyond its reasonable control (Force Majeure Event).

18.2 In such circumstances the relevant party shall use all reasonable endeavours to mitigate any such delays and the time for performance shall be extended by a period equivalent to the period during which the performance of the obligation has been delayed or failed to be performed by the Force Majeure Event or the affected party shall be entitled to a reasonable extension of time for performing such obligations.

## **19 Communications**

19.1 Except as otherwise provided for in this Contract, all notices or other communications under or in respect of this Contract to either party must be in writing and shall be deemed to be duly given or made when delivered, in the case of personal delivery or sent by prepaid recorded delivery or registered post, or when posted, deemed to have been received 48 (fortyeight) hours after the same shall have been posted, or when despatched, in the case of e-mail, to the party addressed to him at the address stated in Clause 19.3 or such other address as such party may by notice in writing nominate for the purpose of service.

19.2 A written notice includes a notice by e-mail (confirmed by letter). A notice or other communication received on a non-working day or after normal business hours in the place of receipt, shall be deemed to be given or made on the next following working day in that place.

19.3 Any written notice provided under Clause 19.1 shall be sent:

19.3.1 in the case of the Customer, as set out in the relevant Order Form; and

19.3.2 in the case of the Supplier, as set out in the relevant Order Form.

19.4 Either party may change its respective notice correspondence information referred to in Clause 19.3 by prior written notice to the other party.

## **20 Indemnities**

20.1 The Supplier shall indemnify and keep indemnified in full the Customer from and against all Losses suffered or incurred by the Customer arising out of or in connection with:

20.1.1 the Supplier infringing or being held to infringe any Intellectual Property Rights in the performance of the Supplier's obligations under this Contract;

20.1.2 the Customer infringing or being held to infringe any Intellectual Property Rights through the use of the Supplier's Background IP, the Project IP or the relevant Goods and/or Services;

20.1.3 any wilful act, breach or negligent performance or non-performance of its obligations under this Contract by the Supplier;

20.1.4 subject to the provisions of Clause 21.2.1, the death or personal injury of any person or physical damage to any property attributable to the Supplier's performance or non-performance of its obligations under this Contract; and/or

20.1.5 any breach by the Supplier of its obligations pursuant to Schedule 4 (Data Protection) of this Contract.

20.2 The indemnities in Clause 20.1 shall not apply to the extent that the relevant Losses are attributable to the Customer's breach, wilful act or negligent performance or non-performance of this Contract.

## **21 Limit of liability**

21.1 Except where expressly stated elsewhere in this Contract:

21.1.1 the Supplier's total liability to the Customer for all losses howsoever arising under, for breach of, or in connection with this Contract is limited to, and shall not exceed the Supplier Liability Cap in the aggregate, save in respect of the indemnities granted by it under Clause 20.1;

21.1.2 the Customer's total liability to the Supplier for all losses howsoever arising under, for breach of, or in connection with this Contract is limited to, and shall not exceed the Customer Liability Cap in the aggregate; and

21.1.3 neither party shall be liable to the other for any indirect loss or consequential loss, loss of contribution to incidental costs, loss of profit or overheads or loss of reputation, howsoever arising under, for breach of, or in connection with this Contract.

21.2 Nothing in this Contract shall limit or exclude:

21.2.1 either party's liability to the other for death or personal injury resulting from that party's negligence; or

21.2.2 any damage or liability incurred by either party as a result of fraud or fraudulent misrepresentation by the other.

## **22 Anti-bribery and Corruption**

The parties shall comply with Schedule 1 in relation to anti-bribery and corruption.

## **23 Data Protection**

The parties shall comply with Schedule 4 in relation to data protection.

## **24 Conflicts of interest**

24.1 The Supplier may not, without the Customer's prior written consent, be directly or indirectly engaged, concerned or have any financial interest in any capacity with the Customer.

24.2 The Supplier shall promptly notify the Customer in writing of any actual or potential conflict of interest which arises during the Term and the Customer shall be entitled to require the Supplier to take such reasonable steps to remedy any conflict of interest as are reasonably required by the Customer.

## **25 The UK's decision to leave the European Union**

25.1 Neither Brexit, nor any fluctuations in the GBP exchange rate (whether resulting directly or indirectly from Brexit), shall affect in any way the obligations of either party under this Contract and neither party shall be entitled to rely on Brexit and/or any fluctuations in the GBP exchange rate to make any claim against the other, whether for additional time, money or otherwise, on any basis, including for the avoidance of doubt in contract, tort or equity.

25.2 An event of Brexit and/or any fluctuations in the GBP exchange rate (whether resulting directly or indirectly from Brexit) shall not permit either party to vary and/or to terminate this Contract (or any part of this Contract) save where that party is otherwise entitled to vary and/or terminate the Contract (or any part of this Contract).

25.3 Both parties acknowledge that they have assessed the potential impact of Brexit on their ability to perform their obligations under this Contract and have taken all associated risks into account when entering into this Contract.

25.4 Both parties acknowledge and agree that any impact of Brexit on their ability to perform their obligations under this Contract shall not be deemed to be a Force Majeure Event for the purposes of Clause 18 of this Contract.

## **26 Dispute Resolution**

26.1 If a Dispute arises in respect of this Contract, then the procedure set out in this Clause 26 shall apply.

26.2 In the event of a Dispute, either party shall serve on the other party a Dispute Notice, together with any relevant supporting documentation.

26.3 Following the service of any Dispute Notice pursuant to Clause 26.2, Contract Manager of the Customer and Contract Manager of the Supplier shall use reasonable endeavours to resolve the Dispute, in good faith.

26.4 If Contract Manager of the Customer and Contract Manager of the Supplier are for whatever reason unable to resolve the Dispute within 30 (thirty) days of service of the relevant Dispute Notice, the Dispute shall be referred to Commercial Business Partner of the Customer and [FOIA Section 40 Personal Information] of the Supplier who shall use reasonable endeavours to resolve the Dispute, in good faith.

26.5 If UKRI Head of Commercial of the Customer and [FOIA Section 40 Personal Information] of the Supplier are for whatever reason unable to resolve the Dispute within 30 (thirty) days of the Dispute being referred to them pursuant to Clause 26.4, the parties will seek to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. The Mediator shall be nominated by CEDR Solve, unless otherwise agreed (in writing) between the parties. To initiate the mediation, a party must provide a written notice (ADR Notice) to the other party to the Dispute, requesting mediation. A copy of any such ADR Notice must be sent to CEDR Solve.

The mediation will not start later than 15 (fifteen) after the date of the ADR Notice and the party providing the ADR Notice shall be responsible for all costs associated with the provision of such ADR Notice (subject to any agreement made between the parties in relation to costs associated with such mediation).

26.6 In the event that:

26.6.1 the Dispute is not resolved within 30 (thirty) days after the service of an ADR Notice; or

26.6.2 either party fails to participate or fails to continue to participate in the mediation before the expiry of such 30 (thirty) days; or

26.6.3 the mediation terminates before the expiry of such 30 (thirty) days,

the Dispute shall be referred to the Courts of England and Wales in accordance with Clause 34 of this Contract.

26.7 No party may commence any court proceedings under Clause 34 of this Contract in relation to the whole or any part of a Dispute until 60 (sixty) days after the service of the ADR notice (provided that the right to issue proceedings is not prejudiced by a delay).

## **27 Records and Audit Access**

27.1 The Supplier shall keep and maintain until 6 (six) years after the date of the end of the Term, full and accurate records and accounts of the operation of this Contract including but

not limited to the Goods and/or Services provided under it in accordance with good accountancy practice.

27.2 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of 6 (six) years after the date of the end of the Term to the Customer and/or the auditor and/or any statutory body entitled by Law on written request and shall provide the Customer and/or the auditor and/or any statutory body entitled by Law access to such records and accounts as may be required from time to time.

27.3 Subject the provisions of Clause 14, the Supplier shall on written request provide the auditor with all reasonable co-operation and assistance in relation to each audit, including:

- (a) all information requested by the auditor within the scope of the audit;
- (b) reasonable access to sites controlled by the Supplier and to equipment and materials used in the provision of the Goods and/or Services; and
- (c) access to the Supplier's Personnel.

27.4 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 27 unless the audit reveals a material breach by the Supplier of good accountancy practice and/or this Contract, in which case the Supplier shall reimburse the Customer for the reasonable costs it incurs in relation to the audit.

## **28 Compliance with Anti-Slavery and Human Trafficking Laws and Policies**

28.1 In performing its obligations under this Contract the Supplier shall comply with all applicable labour, anti-slavery and human trafficking legislation and regulations in force from time to time in the United Kingdom, including but not limited to the Modern Slavery Act 2015 (Anti-Slavery Laws).

28.2 The Supplier represents and warrants that, as at the date of this Contract, neither the Supplier nor any of its officers, employees or agents have been convicted of any offence involving slavery and/or human trafficking, nor have they been or are the subject of an investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and/or human trafficking whether pursuant to the Anti-Slavery Laws or any other relevant legislation in force from time to time.

28.3 The Supplier shall, throughout the Term, use its best endeavours to include, in all of its contracts with any of its subcontractors of any tier in the supply chain involved in the production or provision of the Goods and/or Services:

28.3.1 a provision obliging the relevant subcontractor to provide the Goods and/or Services specified in the relevant subcontract in accordance with AntiSlavery Laws; and

28.3.2 provisions (to take effect upon a breach by the subcontractor of its obligation to provide the Goods and/or Services under the relevant subcontract in accordance with Anti-Slavery Laws) which provide that:

(a) if a subcontractor's failure to comply with Anti-Slavery Laws has occurred more than once in any 6 (six) month period, the Supplier must serve a written notice on the subcontractor;

(i) specifying that the notice is a formal warning notice;

(ii) giving reasonable details of the subcontractor's breach; and

(iii) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of the Subcontract;

(b) if, following service of a warning notice under Clause 28.3.2 (a), the breach specified has continued beyond 12 (fourteen) days or has recurred more than once within a 6 (six) month period after the date of the notice then the Supplier must serve another written notice on the subcontractor:

(i) specifying that it is a final warning notice;

(ii) stating that the breach specified has been the subject of a warning notice served within the 12 (twelve) month period prior to the date of service of the final warning notice; and

(iii) stating that, if the breach continues or recurs more than once within the 6 (six) month period after the date of the final warning notice, the subcontract may be terminated; and

(c) where a breach continues or recurs pursuant to Clause 28.3.2 (b), the Supplier may terminate the subcontract by 7 (seven) days' notice in writing to the subcontractor,

or provisions that are equivalent to and no less onerous than those set out above.

## **29 Handover**

29.1 Not used

## **30 Contracts (Rights of Third Parties) Act 1999**

Nothing in this Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **31 Severability**

If any part of this Contract becomes, or is determined by any court or tribunal to be, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

## **32 Liability**

The parties hereby agree that the Supplier shall remain liable under this Contract for 12 (twelve)] years after the date of the end of the Term.

Call off terms and conditions Data Centre

### **33 Counterparts**

This Contract may be executed in one or more counterparts. Any single counterpart or set of counterparts executed, in either case, by all the parties shall constitute a full original of this Contract for all purposes.

### **34 Governing Law and Jurisdiction**

34.1 The terms and conditions of this Contract and any Dispute shall be governed by the laws of England and Wales.

34.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.

### **35 Waiver**

35.1 A party's failure or delay to exercise a power or right under this Contract does not operate as a waiver of that power or right.

35.2 A waiver of a power or right will only be effective:

35.2.1 if it is in writing and signed by the party who has the benefit of the power or right being waived; and

35.2.2 in respect of the specific instance to which it relates and for the specific purpose for which it is given.

35.3 Communications between the parties made before the date of the Contract which are not expressly contained within the Contract shall not be deemed to be incorporated into the Contract.

35.4 Notwithstanding any other provision of the Contract, the terms approval or comment or consent when used in the context of any approval, comment or consent to be given by the Customer shall have the meaning acceptance of general principles only and no such approval, comment or consent shall diminish or relieve the Supplier from any of its obligations or responsibilities under or in connection with the Contract.

### **36 Amendments to this Contract**

36.1 An amendment or variation to this Contract shall not be effective or binding unless it is in writing and signed by the Supplier and the Customer.

36.2 No amendment or variation to this Contract shall be permitted which could or does amount to a substantial variation for the purposes of regulation 72 of PCR (which the Customer shall determine in its sole discretion).

36.3 For the avoidance of doubt, the Customer shall be entitled to refuse any proposed amendment or variation to this Contract which does or could amount to a substantial variation for the purposes of regulation 72 of PCR.

**In witness** of which this document has been executed by the parties as a **Deed** and **delivered** on the date set out at the beginning of this Deed

**Executed** as a **Deed** by **CUSTOMER** acting by:

**FOIA Section 40 Personal Information**

**Executed** as a **Deed** by **SUPPLIER** acting by:

**FOIA Section 40 Personal Information**



## **Schedule 1: Anti-bribery and Corruption**

### **1. The term **Prohibited Act** means**

(a) directly or indirectly offering, promising or giving any person working for or engaged by the Customer a financial or other advantage of any kind to:

(i) induce that person to improperly perform a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;

(c) committing any offence;

(i) under the Bribery Act 2010;

(ii) under Law creating offences in respect of fraudulent acts;

(iii) at common law, in respect of fraudulent acts; or

(iv) at common law, in respect of fraudulent acts relating to this Contract or any other contract with the Customer or any other public body; or

(d) defrauding, attempting to defraud or conspiring to defraud the Customer.

### **2. The Supplier:**

(a) shall not, and shall procure that the Supplier's Personnel shall not, in connection with Contract, commit a Prohibited Act;

(b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Customer, or that any agreement has been reached to that effect, in connection with the execution of this Contract; and

(c) warrants that in entering into this Contract it has not committed any Prohibited Act (as declared by the Supplier pursuant to the Original Tender Process in accordance with regulation 57 of the PCR).

### **3. The Supplier shall:**

(a) if requested in writing, provide the Customer, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and

(b) within 20 (twenty) days of the date of this Contract, and annually thereafter, certify in writing to the Customer compliance with this Schedule 1 by the Supplier and all persons associated with it or any other persons who are supplying the Goods and/or Services in

connection with this Contract. The Supplier shall provide any such supporting evidence of compliance with this Schedule 1 as the Customer may reasonably request.

4. The Supplier shall put in place and maintain an anti-bribery policy (a copy of which shall be provided to the Customer within 20 (twenty) days of the date of this Contract) which shall, as a minimum, prevent any Personnel from committing a Prohibited Act and shall enforce it where appropriate.

5. If at any time any breach of paragraph 2 above is suspected or known, the Supplier must notify the Customer immediately with the details of any such breach to follow in writing as soon as reasonably practicable.

6. If the Supplier notifies the Customer that it suspects or knows that there may be a breach of this Schedule 1, the Supplier will respond promptly to all of the Customer's enquiries in relation to any such suspected or actual breach and will co-operate at all times with any investigation, and permit the Customer access to and audit of any books, records and any other relevant documents. The obligation under this paragraph shall continue for 7 (seven) years following the expiry or termination of this Contract.

7. The Customer may terminate this Contract by written notice with immediate effect if the Supplier, its Personnel (in all cases whether or not acting with the Supplier's knowledge) breaches paragraph 2 of this Schedule 1. Any such termination shall be without prejudice to any right or remedy which has already accrued, or which subsequently accrues to the Customer. 8. Any notice provided by the Customer pursuant to paragraph 7 must specify:

(a) the nature of the Prohibited Act;

(b) the identity of the party who the Customer believes has committed the Prohibited Act; and

(c) the date on which this Contract will terminate in accordance with the applicable provisions of this Schedule 1.

9. Notwithstanding Clause 26 (Dispute Resolution) of this Contract, the Customer shall determine any Dispute relating to the interpretation of this Schedule 1 and/or the amount or value of any gift, consideration or commission and any such determination by the Customer shall be final and binding upon the parties.

## Schedule 2: Participating Consortia

The Participating Consortia are as follows:

- North East Universities Purchasing Consortium (NEUPC)  
<http://www.neupc.ac.uk/our-members>
- Southern Universities Purchasing Consortium (SUPC)  
<http://www.supc.ac.uk/engage/our-members/our-members>
- North West Universities Purchasing Consortium (NWUPC)  
<http://www.nwupc.ac.uk/our-members>
- London Universities Purchasing Consortium (LUPC)  
<http://www.lupc.ac.uk/list-of-members.html>
- Advanced Procurement for Universities and Colleges (APUC)  
<http://www.apuc-scot.ac.uk/#!/members>
- Higher Education Purchasing Consortium Wales (HEPCW)  
<http://www.hepcw.ac.uk/>
- Crescent Purchasing Consortium (CPC)  
<https://www.thecpc.ac.uk/>

Note: This agreement will be open to member institutions and their partners regardless of whether or not they are to be defined as contracting authorities for the purpose of the PCR 2015

**Schedule 3: Re-tendering, handover and TUPE**

**Not used**

## Schedule 4: Data Protection

In this Schedule, the following words and expressions shall have the following meanings:

**Controller** means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;

**Data Protection Particulars** means, in relation to any Processing under the Contract: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects as set out in the Order Form;

**Data Subject** means the identified or identifiable natural living person to whom the Personal Data relates;

**Personal Data** means any information relating to an identified or identifiable living individual;

**Personal Data Breach** means any act or omission that (i) compromises the security, confidentiality or integrity of the Personal Data that the Supplier Processes for and on behalf of the Customer (including, by way of example, the unauthorised loss or disclosure of any such Personal Data by the Supplier); (ii) compromises the physical, technical, administrative or organisational safeguards put in place by the Supplier that relate to the protection of the security, confidentiality or integrity of such Personal Data (including any breach of the IT and data security requirements); or (iii) causes the Customer or Supplier to be in breach of data protection Law (in particular the Data Protection Legislation);

**Processor** means the person which processes Personal Data on behalf of the Controller;

**Processing** means any operation or set of operations which is performed on Personal Data, whether or not by automated means and "**Process**", "**Processes**" and "**Processed**" shall be construed accordingly; and

**Sensitive Personal Data** means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR.

### 1 Data Protection

1.1 The parties acknowledge and agree that:

(a) the Contract will require the Processing of Personal Data by the Supplier on behalf of the Customer;

(b) the Customer shall determine the purposes for which and the manner in which Personal Data will be processed by the Supplier on behalf of the Customer under the Contract;

(c) the Customer is the Controller and the Supplier is the Customer's Processor in respect of all such Personal Data; and

(d) the only Processing of Personal Data that the Supplier is authorised to do is listed in the Data Protection Particulars

1.2 Where, under or in connection with the Contract, the Supplier Processes Personal Data on behalf of the Customer and the Customer's Processor, the Supplier shall Process the Personal Data only:

(a) to the extent, and in such as manner, as is necessary for the performance by the Supplier of its obligations under the Contract and in accordance with the Customer's written instructions; and

(b) as otherwise required by European Union law or individual European Union member state law to which the Supplier is subject, in which case the Supplier shall inform the Customer of that legal requirement before Processing the Personal Data (unless that law, on important grounds of public interest, prohibits the Supplier from informing the Customer).

1.3 If the Supplier is required by Law to Process Personal Data otherwise than in accordance with this Schedule 4, the Supplier shall immediately inform the Customer of the legal requirement before Processing Personal Data (unless prohibited from doing so by Law). The Supplier shall immediately inform the Customer if, in its opinion, Processing the Personal Data in accordance with written instruction received from the Customer or in the performance of its obligations under the Contract infringes Data Protection Legislation to which either the Customer or the Supplier is subject.

1.4 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any data protection impact assessment, as defined in the GDPR, prior to commencing any Processing. Such assistance may, at the discretion of the Customer, include:

(a) a systematic description of the envisaged Processing operations and the purpose of the Processing;

(b) an assessment of the necessity and proportionality of the Processing operations in relation to the performance of the Contract;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.5 The Supplier will not Process Personal Data or disclose Personal Data to any party who carries on business, outside the EEA except with the Customer 's prior written consent and where such consent is given, take such actions and enter into such agreements as the Customer may require to ensure that such transfer or disclosure complies with Law.

1.6 The Supplier will keep a record of any Processing of Personal Data it carries out under the Contract.

1.7 The Supplier shall not disclose Personal Data to any person except under the Contract or with the Customer's written consent.

1.8 The Supplier shall ensure that access to Personal Data is limited to:

(a) those employees who need access to Personal Data to meet the Supplier's obligations under the Contract; and

(b) in the case of any access by any employee, such part or parts of Personal Data as is strictly necessary for performance of that employee's duties.

1.9 The Supplier shall ensure that employees that require access to Personal Data:

(a) are informed of the confidential nature of Personal Data;

(b) have undertaken training in Law (including Data Protection Legislation) relating to handling Personal Data; and

(c) are aware both of the Supplier's duties and their personal duties and obligations under Law (including Data Protection Legislation) and the Contract.

1.10 Without prejudice to clause 14 of the Contract, the Supplier shall ensure that all persons authorised to Process Personal Data are under an appropriate contractual or other legal obligation of confidentiality in respect of Personal Data.

1.11 The Supplier shall not disclose Personal Data to any Data Subject or to a third party other than at the request of the Customer or as provided for in the Contract.

1.12 The Supplier shall, taking into account the nature of the Processing, implement 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 and to ensure the security of the Personal Data and prevent Personal Data Breaches, having taken account of the:

(a) nature of the Personal Data to be protected;

(b) harm that might result from a Personal Data Breach;

(c) state of technological development; and

(d) cost of implementing any measures.

1.13 Appropriate technical and organisational measures include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, taking reasonable steps to ensure the reliability of its employees with access to Personal Data and regularly assessing and evaluating the effectiveness of such measures adopted.

1.14 The Supplier shall, upon becoming aware, immediately and in any event within 24 hours notify the Customer of any Personal Data Breach and shall work together with the Customer to provide the Customer with full cooperation and assistance, including to investigate the Personal Data Breach (including by (i) assisting with any investigation launched by the Customer; (ii) facilitating interviews with the Supplier's employees and others involved in the matter; and (iii) making available all relevant records reasonably required by the Customer to investigate the Personal Data Breach or otherwise comply with

Law or the requests of any competent regulatory authority in relation to the Personal Data Breach or its investigation).

1.15 The Supplier shall not engage another Processor to Process Personal Data on behalf of the Customer except with the Customer's prior specific written authorisation and, where such authorisation is given, enter into a contract with the Processor that imposes the same contractual obligations set out in this Schedule 4 on that Processor, and remain liable for any Processor that it engages in accordance with the terms of this Schedule 4.

1.16 The Supplier shall assist and fully co-operate with the Customer to enable it to comply with its obligations as a Controller under and in accordance with Law (including the Data Protection Legislation) including in relation to the security of Processing, data subject right requests, reporting Personal Data Breaches to the supervisory authority and conducting data privacy impact assessments. The Supplier shall notify the Customer within 24 hours if it receives a request from a Data Subject to exercise its rights under Law or any communication from a Data Subject, the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract.

1.17 The Supplier shall promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete Personal Data. At the Customer's request, the Supplier shall provide to the Customer a copy of all Personal Data held by it in the format and on the media reasonably specified by the Customer.

1.18 The Supplier shall at any time on the request of the Customer, return all Confidential Information and/or data (including any Personal Data that the Supplier Processes for and on behalf of the Customer) to that Customer and/or permanently delete the same from its systems, including any backup copies.

1.19 The Supplier shall at the Customer's option, delete or return to the Customer all Personal Data on termination of the Contract and delete any existing copies of Personal Data except to the extent that the Customer is required to retain Personal Data by Law (including the Data Protection Legislation).

1.20 The Supplier shall make available to the Customer all information necessary to demonstrate the Customer's compliance with the obligations under this Schedule 4 and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

1.21 The Supplier shall immediately inform the Customer if, in its opinion, an instruction from the Customer infringes Law (including the Data Protection Legislation).

1.22 The Supplier shall, in connection with the Contract, comply in all respects with Law relating to data protection (including the Data Protection Legislation) and have established procedures to ensure continued compliance with Law (including the Data Protection Legislation). The Supplier shall comply with its obligations as a Processor under and in accordance with Law (including the Data Protection Legislation).



1.23 The Supplier shall only collect any Personal Data in a form which is fully compliant with Law which will contain a data protection notice informing the data subject of the identity of the Controller, the identity of any data protection representative it may have appointed, the purposes or purpose for which their Personal Data will be Processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, Processed to enable Processing in respect of the Data Subject to be fair and compliant under Law.

1.24 The Customer may, at any time on not less than 30 working days' notice, revise this Schedule 4 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

1.25 The parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 working days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

1.26 The Supplier shall Process Personal Data the performance of the Contract as notified by the Customer only for as long as required and for no longer than the term of this Contract.

1.27 The Supplier warrants that it shall:

(a) Process the Personal Data in compliance with Law (including the Data Protection Legislation); and

(b) take appropriate technical and organisational measures against Personal Data Breaches occurring.

1.28 The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Customer against all costs, claims, damages or expenses incurred by the Customer or for which the Customer may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this Schedule 4.

## **Schedule 5: Key Performance Indicators**

1. The Call-Off KPIs are as set out in the Order Form.
2. The parties acknowledge the provisions of Schedule 7 of the Framework Agreement.
3. The parties agree that the Customer may amend the Call-Off KPIs during the term as agreed, in writing, with the Supplier.
4. The Supplier shall establish suitable processes to ensure it can monitor its performance of the provision of the Goods and/or Services in accordance with the Call-Off KPIs under this Contract and that it is able to report on the same to the Customer.
5. At the end of each quarter during the Term, the Supplier shall provide the Customer (and, pursuant to the Framework Agreement, the Authority) with a report containing sufficient data setting out the Supplier's performance of the Call-Off KPIs. The Supplier acknowledges that the Customer will review such reports to determine the Supplier's effectiveness and efficiency of the Supplier's performance of the Call-Off KPIs.
6. If in the Customer's opinion, acting reasonably, the Supplier is not meeting the requirements of the Call-Off KPIs following a review of the reports provided pursuant to paragraph 5 above, the Customer may within 15 (fifteen) days give written notice (an Initial KPI Warning Notice) to the Supplier setting out:
  - (a) the matter or matters giving rise to such notice;
  - (b) the date by which such matters must be rectified by; and
  - (c) a reminder of the implications of such notice.Any such Initial KPI Warning Notice shall state on it that is an Initial KPI Warning Notice.
7. If the Supplier (in the Customer's reasonable opinion) fails to adequately address the matter or matters set out in the Initial KPI Warning Notice by the date contained in such Initial KPI Warning Notice, the Customer may (at its discretion) issue a further written notice (a Final KPI Warning Notice) to the Supplier setting out:
  - (a) the matter or matters continuing rise to such notice;
  - (b) the date by which such matters must be rectified by; and
  - (c) a reminder of the implications of such notice.Any such Final KPI Warning Notice shall state on it that is a Final KPI Warning Notice.
8. Without prejudice to any other rights under this Contract if the Supplier (in the Customer's reasonable opinion) fails to adequately address the matter or matters set out in the Final KPI Warning Notice by the date contained in such Final KPI Warning Notice, the Customer may terminate this Contract by giving not less than 7 (seven) days written notice to the Supplier.

9. In the event that the Framework Agreement is terminated in accordance with Schedule 7 of the Framework Agreement, the Supplier acknowledges that the Customer may terminate this Contract.