



**UK Research
and Innovation**

SES (Engineering Services) Limited
Wates House, Station Approach,
Leatherhead, Surrey,
England, KT22 7SW

Attn: [REDACTED]

By email to: [REDACTED]

Date: 20/02/2025

Our ref: UKRI- 4402

Dear Phil,

Award of contract for R100 Building Services Breakdown Remedials

Following your tender/ proposal for R100 Building Services Breakdown Remedials to UKRI, we are pleased to award this Contract to you.

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

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) **SES (Engineering Services) Limited** a company incorporated and registered in the UK with company number 00690190 and registered VAT number GB 218 7679 25, whose registered office is at Wates House, Station Approach, Leatherhead, Surrey, England, KT22 7SW (the "**Supplier**").

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Schedule 1 to this Award Letter (the "**Conditions**"). Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Contract.

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

Term

- 1 Commencement Date: 20/02/2025
- 2 Expiry Date: 17/04/2025
- 3 Subject to the Change Control Procedure in Clause 33 of the Conditions, UKRI may extend this Contract for a period of up to 4 weeks by giving not less than 2 weeks' notice in writing to the Supplier prior to the Expiry Date. The terms and Conditions of this Contract shall apply throughout any such extended period.

Description of Goods and/or Services

- 4 The Specification of the Goods and/or Services to be delivered is as set out in Schedule 2.

Charges & Payment

- 5 The Charges for the Goods and/or Services shall be as set out in Schedule 3.

- 6 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: finance@uksbs.co.uk
- 7 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to finance@uksbs.co.uk or by telephone 01793 867000 between 09:00-17:00 Monday to Friday.

Supplier's Liability

- 8 Pursuant to clause 20.4, the Supplier's Limit of Liability under this Contract shall be: 100% of the total Charges paid and payable to the Supplier under this Contract.

Insurances

- 9 The Supplier is required to maintain all insurance policies referred to in clause 19.1 of the Conditions.

Notices

- 10 The address for notices of the Parties are:

UKRI

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

Attention: **FOIA Section 40 Personal Information**

Email: **FOIA Section 40 Personal Information**

SES (Engineering Services) Limited

Wates House, Station Approach,
Leatherhead, Surrey,
England, KT22 7SW

Attention: **FOIA Section 40 Personal Information**

With a copy by email to:

FOIA Section 40 Personal Information

Liaison & Disputes

- 11 For general liaison your contact will continue to be Miguel Montesino Benitez at **FOIA Section 40 Personal Information**
- 12 Pursuant to Clause 32.3, Disputes shall be escalated to the following individuals:

- (a) Stage 1 escalation:

FOIA Section 40 Personal Information

FOIA Section 40 Personal Information

- (b) Stage 2 escalation:

FOIA Section 40 Personal Information

FOIA Section 40 Personal Information

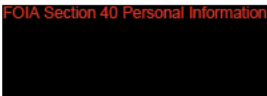
We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to **FOIA Section 40 Personal Information**. No other form of

acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

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

Signature:

..... 

Name:



Position:

..... Procurement Manager

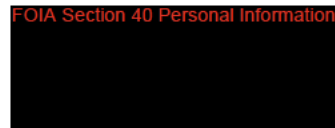
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..... 03/03/2025

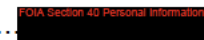
We accept the terms set out in this Award Letter and the Schedule(s).

Signed for and on behalf of **SES (Engineering Services) Limited**

Signature:

..... 

Name:

..... 

Position:

..... Commercial Director

Date:

..... 26.02.25

Schedule 1 - The Conditions

1 INTERPRETATION

1.1 **Definitions.** In the Contract (as defined below), the following definitions apply:

Award Letter: means the letter from UKRI to the Supplier printed above these terms and conditions;

Change in Law: any change in Law which impacts on the performance of the Goods and/or Services which comes into force after the Commencement Date;

Charges: the charges payable by UKRI for the supply of the Goods and/or Services as specified in Schedule 3;

Commencement Date: means the date for the start of the Contract as set out in the Award Letter;

Confidential Information: means:

- (a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;
- (b) any information or analysis derived from the Confidential Information;
- (c) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;
- (d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;
- (e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and
- (f) any copy of any of the information described in (a), (b), (c), (d), or (e) above, which shall be deemed to become Confidential Information when it is made. For the purposes of this definition, a copy shall include, without limitation, any notes or

recordings of the information described in (a), (b), (c), (d), or (e) above (howsoever made);

but not including any information which:

- (i) was in the possession of the Receiving Party without a breach of an obligation of confidentiality prior to its disclosure by the Disclosing Party;
- (ii) the Receiving Party obtained on a non-confidential basis from a third party who is not, to the Receiving Party's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party;
- (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality;
- (iv) was independently developed without access to the Confidential Information; or
- (v) relates to the Supplier's performance under this Contract or failure to pay any sub-contractor as required pursuant to clause 10.9;

Contract: means the contract between UKRI and the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Schedules;

Data Protection Impact Assessment: an assessment by UKRI of the impact of the envisaged Processing on the protection of Personal Data;

Data Protection Legislation: means, for the periods in which they are in force, all laws giving effect or purporting to give effect to the GDPR, the Data Protection Act 2018, or otherwise relating to Data Protection, including the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the GDPR and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

Declaration of Ineffectiveness: a declaration made by a Court under regulation 98 which has any of the consequences described in regulation 101 of the Public Contracts Regulations 2015 (as amended) or which is made under an equivalent provision implementing Directive 2014/23/EU in England, Wales & Northern Ireland and which has consequences which are similar to any of the consequences described in regulation 101 of the Public Contracts Regulations 2015 (as amended);

Deliver: means hand over of the Goods to UKRI at the address(es) specified in the Specification (or otherwise agreed in writing by the Parties) and on the Delivery Date, which shall include unloading, and any other specific arrangement agreed in accordance with clause 6. “Delivered”, “Delivery” and “Deliveries” shall be construed accordingly;

Deliverables: all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of, or in relation to, the Services in any form, including computer programs, data, reports and specifications (including drafts);

Delivery Date: the date for delivery of the Goods/Works as agreed by the Parties and specified by UKRI;

Delivery Note: means a note produced by the Supplier accompanying each delivery of the Goods which shows the date of the order, the order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;

Disclosing Party: means a Party that makes a disclosure of Confidential Information to another Party;

Dispute: means any dispute, conflict or disagreement arising out of or in connection with this Contract;

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

EIR: the Environmental Information Regulations 2004 (or if applicable the Environmental Information Regulations (Scotland) 2004) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

EU GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal

data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;

Expiry Date: means the date for expiry of the Contract as set out in the Award Letter;

FOIA: the Freedom of Information Act 2000 (or if applicable the Freedom of Information (Scotland) Act 2002) and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

Force Majeure Event: shall be limited to one or more of the following events: hurricanes, tempest, acts of state or public enemy, wars, revolutions, uprisings, hostilities, civil disturbances, riots, civil war, insurrection and invasion. For the avoidance of doubt, strikes, lockouts and shutdowns of a Party (or of any person engaged by any of them) shall not be a force majeure event for that Party;

Good Industry Practice: standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

General Change in Law: a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to the supply of goods and/or services to another customer of the Supplier that are the same or similar to any of the Goods and/or Services;

Goods: means the goods to be supplied by the Supplier to UKRI, under the Contract as set out in the Specification;

HGCRA: means the Housing Grants Construction and Regeneration Act 1996 including the Scheme for Construction Contracts 1998 (as amended from time to time), both of which are deemed to apply to the Contract.

Information: has the meaning given under section 84 of FOIA;

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights (including moral rights), trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all

applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Key Personnel: means any persons specified as such in Schedule 4 or otherwise notified as such by UKRI to the Supplier in writing;

Law: means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972 and section 4 of the European Union (Withdrawal Act 2018, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, with which UKRI and the Supplier (as the context requires) is bound to comply;

Limit of Liability: means the Supplier's limit of liability identified in the Award Letter;

Notifiable Breach: has the meaning set out at clause 8.3;

Party: the Supplier or UKRI (as appropriate) and "Parties" shall mean both of them;

Personal Data: has the meaning given to this term by the Data Protection Legislation;

Personal Data Breach: shall have the same meaning as in the Data Protection Legislation;

PO Number: means UKRI's unique number relating to the supply of the Goods and/or Services;

Protective Measures: technical and organisational measures which must take account of:

- (a) the nature of the data to be protected
- (b) harm that might result from Data Loss Event;
- (c) state of technological development
- (d) the cost of implementing any measures

including 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, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

Public Body: any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies;

Public Procurement Termination Event: UKRI exercises its right to terminate the Contract in one or more of the circumstances described in either regulation 73(1) of the Public Contracts Regulations 2015 (as amended from time to time), or equivalent provisions implementing Directive 2014/23/EU in England, Wales & Northern Ireland (as amended from time to time);

Receiving Party: means a Party to which a disclosure of Confidential Information is made by another Party;

Remediation Plan: means a report identifying:

- (a) the nature of the Notifiable Breach described at clause 8.3, its cause and its anticipated duration and impact on the Contract; and
- (b) the procedures and resources the Supplier proposes to apply to overcome and rectify the Notifiable Breach and to ensure the impact of the Notifiable Breach is reasonably mitigated and future performance of the Contract is not adversely affected;

Request for Information: a request for Information or an apparent request under FOIA or EIR;

Services: the services, including without limitation any Deliverables, to be provided by the Supplier to UKRI under the Contract as set out in the Specification;

SME: as defined by EU recommendation 2003/361/EC;

Specification: the description of the Goods and / or Services to be provided under this Contract as set out in Schedule 2;

Specific Change in Law: a Change in Law that relates specifically to the business of UKRI and which would not affect the supply of goods and/or services to another customer of the Supplier that are the same or similar to any of the Goods and/or Services;

Supplier's Associate: any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides Goods and or Services for or on behalf of the Supplier;

Supplier Dispute: means any disputes, claims, litigation, mediation or arbitration whether threatened or pending in relation to any incident involving the Supplier's, or another party's, provision of the Goods and/or Services;

Staff: means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;

Staff Vetting Procedures: means vetting procedures that accord with good industry practice or, where requested by UKRI, UKRI's procedures for the vetting of personnel as provided to the Supplier from time to time;

Term: means the period from the Commencement Date to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;

UK GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019

Working Day: a day (other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 and 31 December) when banks in London are open for business.

1.2 In this Contract, unless the context requires otherwise, the following rules apply:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to any Law is a reference to Law as amended or re-enacted. A reference to a Law includes any subordinate legislation made under that Law, as amended or re-enacted.
- (d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- (e) The headings in the Contract are for ease of reference only and do not affect the interpretation or construction of the Contract.
- (f) A reference to writing or written includes e-mails.
- (g) A reference to numbered clauses are references to the relevant clause in this Contract.
- (h) Any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done.

2 BASIS OF CONTRACT

- 2.1 The Contract comprises of the Award Letter and its Schedules, to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, invoice, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.
- 2.2 If there is any conflict or inconsistency between the Award Letter and its Schedules, the provisions of the Award Letter will prevail followed by the Conditions in this Schedule 1 to the extent necessary to resolve that conflict or inconsistency.

3 TERM

- 3.1 This Contract shall take effect on the Commencement Date and shall expire on the Expiry Date, unless it is otherwise extended or terminated in accordance with the terms and conditions of this Contract.

4 SUPPLY OF SERVICES

- 4.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall for the Term provide the Services to UKRI in accordance with the terms of this Contract.
- 4.2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Specification or otherwise agreed between the Parties.
- 4.3 In providing the Services, the Supplier shall:
 - (a) co-operate with UKRI in all matters relating to the Services, and comply with all instructions of UKRI using reasonable endeavours to promote UKRI's interests;

- (b) perform the Services with reasonable skill, care and diligence in accordance with Good Industry Practice in the Supplier's industry, profession or trade;
- (c) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- (d) ensure that the Services and Deliverables will conform with the Specifications
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use goods, materials, standards and techniques, and ensure that the Deliverables supplied and used in the Services or transferred to UKRI are of a quality in line with Good Industry Practice and are free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (h) not do or allow anything to be done that would, or would be likely to, bring UKRI into disrepute or adversely affect its reputation in any way;
- (i) observe all health and safety rules and regulations and any other security requirements that apply at any of UKRI's premises; and
- (j) not do or omit to do anything which may cause UKRI to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that UKRI may rely or act on the Services.
- (k) No provision in this Contract (including, for the avoidance of doubt, in any of the Schedules) shall be interpreted as imposing either an express or implied fitness for purpose obligation in regard to any design which the Supplier may undertake in the provision of the Services and/or the Deliverables and any implied terms to this effect are hereby excluded.

4.4 UKRI's rights under this Contract are without prejudice to and in addition to the statutory terms implied in favour of UKRI under the Supply of Goods and Services Act 1982 and any other applicable legislation as amended.

5 SUPPLY OF GOODS

- 5.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall supply all Goods in accordance with the Contract. In particular, the Supplier warrants that the Goods shall:
- (a) conform with their description in the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by UKRI, expressly or by implication, and in this respect UKRI relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by UKRI shall not relieve the Supplier of any of its obligations under this sub-clause;
 - (c) where applicable, be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery, subject to the proper maintenance by UKRI following completion of the Services;
 - (d) subject to clause 4.3 and insofar as the Supplier is responsible for such design, be free from design defects;
 - (e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
 - (f) be supplied in accordance with all applicable legislation in force at the date of the Contract; and
 - (g) be destined for supply into, and fully compliant for use in, the United Kingdom (unless specifically stated otherwise in the Specification).
- 5.2 In supplying the Goods, the Supplier shall co-operate with UKRI in all matters relating to the supply of the Goods and comply with all of UKRI's instructions.
- 5.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

- 5.4 UKRI and its representatives shall, at their own cost, have the right to inspect and test the Goods at any time before Delivery subject to 7 days' prior notice in writing.
- 5.5 If following such inspection or testing UKRI considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 5.1, UKRI shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 5.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under this Contract, and UKRI shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 5.7 UKRI's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of UKRI under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other applicable legislation as amended.

6 DELIVERY

- 6.1 Unless otherwise agreed in writing by UKRI, the Supplier shall Deliver the Goods to UKRI on the Delivery Date (with the carriage paid) to the address(es) specified in the Specification and in accordance with any other Delivery instructions provided to the Supplier.
- 6.2 Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place (as well as any other specific arrangement agreed by the Parties has taken place) and UKRI has signed for the Delivery. The Supplier will unload the Goods at its own risk as directed by UKRI. The Goods will remain at the risk of the Supplier until Delivery to UKRI (including unloading) is complete and the Supplier has obtained sign-off of the Delivery Note by or on behalf of UKRI.
- 6.3 Unless otherwise stipulated by UKRI in writing to the Supplier, Deliveries shall only be accepted by UKRI on Working Days and during normal business hours.
- 6.4 The Supplier shall ensure that:
- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition:
 - (b) each delivery of the Goods is accompanied by a Delivery Note; and

- (c) if the Supplier requires UKRI to return any packaging material to the Supplier, that fact is clearly stated on the Delivery Note. Any such packaging material shall be returned to the Supplier at the Supplier's cost.
- 6.5 If the Supplier delivers to UKRI more than the quantity of Goods ordered, UKRI will not be bound to pay for the excess and any excess will remain at the Supplier's risk and will be returnable to the Supplier at the Supplier's expense.
- 6.6 If the Supplier delivers less than the quantity of Goods ordered, and UKRI accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 6.7 The Supplier shall be entitled to deliver the Goods in instalments. Where it is agreed that the Goods are to be delivered in instalments, they may be invoiced and paid for separately.
- 6.8 The Supplier shall:
 - (a) obtain, at its risk and expense, any export and import licences or other authorisations necessary for the export and import of the Goods and their transit through any country or territory; and
 - (b) deal with all customs formalities necessary for the export, import and transit of the Goods, and will bear the costs of complying with those formalities and all duties, taxes and other charges payable for export, import and transit.
- 6.9 Without prejudice to UKRI's statutory rights, UKRI will not be deemed to have accepted any Goods until it has had at least 14 Working Days after Delivery to inspect them.
- 6.10 Without prejudice to clause 13.1, any access to UKRI's premises and any labour and equipment that may be provided by UKRI in connection with Delivery of the Goods shall be provided without acceptance by UKRI of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss or damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of UKRI, its servant or agent. The Supplier shall indemnify UKRI in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which UKRI may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or the Staff.

7 TITLE, RISK AND USE

7.1 Without prejudice to any other rights of UKRI, title and risk in the Goods shall pass to UKRI upon payment to the Supplier.

7.2 The Supplier warrants that:

- (a) it has full clear and unencumbered title to the Goods;
- (b) at the Delivery Date of any of the Goods it shall have full have unrestricted right, power and authority to sell, transfer and deliver all of the Goods to UKRI; and
- (c) on Delivery, UKRI shall acquire a valid and unencumbered title to the Goods.

8 REMEDIES

8.1 UKRI's rights and remedies under the Contract are in addition to its rights and remedies implied by statute and common law.

8.2 Where (i) the Supplier fails to Deliver the Goods or part of the Goods including any instalment(s) or (ii) the Goods or part of the Goods do not comply with the provisions of clause 5 then without limiting any of its other rights or remedies in this Contract or implied by statute or common law, UKRI shall be entitled to:

- (a) Subject to clause 21.1, terminate the Contract in whole or in part without liability to the Supplier;
- (b) accept late delivery of the Goods;
- (c) require the Supplier, free of charge, to deliver substitute Goods within the timescales specified by UKRI;
- (d) require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (e) reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and UKRI shall be entitled to a full refund on those Goods or part of Goods duly returned;
- (f) subject to 5 Working Days' written notice to the Supplier, buy the same or similar goods from another supplier; and

- (g) recover any expenses incurred in respect of buying the Goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

8.3 Without prejudice to any of its other rights or remedies in this Contract or implied by statute or common law, in the event that:

- (a) UKRI considers the Supplier is in breach of, or is likely to breach, clause 4.2 and the breach is capable of remedy; or
- (b) the Supplier commits a breach of clause 4.3 which is capable of remedy,

(each a “**Notifiable Breach**”), the Supplier must as soon as practicable but in any event within 5 Working Days (or as otherwise agreed by UKRI) of being notified by UKRI of the Notifiable Breach, submit a draft Remediation Plan to UKRI for approval. UKRI may, acting reasonably, consider the draft Remediation Plan as inadequate to rectify the Notifiable Breach and reject the draft, in which case the Supplier shall submit a revised Remediation Plan to UKRI for review within 3 Working Days (or as otherwise agreed by UKRI) of UKRI's notice rejecting the draft. Once the Remediation Plan is approved, the Supplier shall immediately start work on the actions set out in the approved Remediation Plan.

8.4 Where the Supplier fails to provide a Remediation Plan in accordance with the timescales specified in clause 8.3 or fails to comply with any approved Rectification Plan, UKRI shall be entitled to:

- (a) terminate the Contract with immediate effect by giving 10 working days' written notice to the Supplier;
- (b) recover from the Supplier any reasonably mitigated costs incurred by UKRI in performing the Services itself or obtaining substitute services from a third party;
- (c) a refund of the Charges paid in advance for Services that have not been provided by the Supplier; and
- (d) claim damages for any reasonably mitigated additional costs, loss or expenses incurred by UKRI which are in any way attributable to the Notifiable Breach and the Supplier's failure as described in this clause 8.4.

8.5 This Contract shall apply to any repaired or replacement Goods and any substituted or remedial Services provided by the Supplier.

9 UKRI OBLIGATIONS

9.1 UKRI shall:

- (a) provide the Supplier with reasonable access at reasonable times to UKRI's premises for the purpose of providing the Goods and/or Services; and
- (b) provide such information to the Supplier as the Supplier may reasonably request and UKRI considers reasonably necessary for the purpose of providing the Goods and/or Services.

10 CHARGES AND PAYMENT

- 10.1 The Charges for the Goods and/or Services are set out in Schedule 3, and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or Services. Unless otherwise agreed in writing by UKRI, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the provision of the Goods and/or performance of the Services.
- 10.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate where applicable. UKRI shall, where applicable and following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods and/or Services.
- 10.3 The Supplier shall invoice UKRI at the times specified in Schedule 3 and in accordance with this clause 10. If an invoicing schedule is not specified in Schedule 3, the Supplier shall invoice UKRI on or after the Delivery of the Goods or completion of the Services.
- 10.4 Each invoice shall include such supporting information required by UKRI to verify the accuracy of the invoice, including the relevant PO Number and a breakdown of the Goods and/or Services supplied in the invoice period as well as appropriate details in order to allow for payment via BACS transfer (sort code and bank account details).
- 10.5 In consideration of the supply of the Goods and/or Services by the Supplier, UKRI shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice after verifying that the invoice is valid and undisputed. Payment shall be made to the bank account nominated in writing by the Supplier unless UKRI agrees in writing to another payment method.
- 10.6 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 10.5 after a reasonable time has passed (which shall be no less than 7 calendar days and no more than 14 calendar days).
- 10.7 If there is a dispute between the Parties as to the amount invoiced, UKRI may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate this Contract for a failure to pay

undisputed invoice in accordance with clause 21.5. Any disputed invoices shall be resolved through the dispute resolution procedure detailed in Clause 32.

- 10.8 If a payment of an undisputed invoice is not made by UKRI by the due date, then UKRI shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.9 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- (a) provisions having the same effects as clauses 10.3 to 10.8 of this Contract; and
 - (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 10.3 to 10.9 of this Contract.
 - (c) In this clause 10.9, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from UKRI in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
- 10.10 The Supplier shall not be entitled to assert any credit, set off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part. If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Contract.

11 TAXATION OBLIGATIONS OF THE SUPPLIER

- 11.1 The Supplier shall be fully responsible for all its own tax including any national insurance contributions arising from supplying the Goods and/or Services.
- 11.2 The Supplier shall indemnify, and shall keep indemnified, UKRI in full against all costs, claims, expenses, damages and losses, including any interest, penalties, fines, legal and other professional fees and expenses awarded against or incurred or paid by UKRI as a result of the Supplier's failure to account for or pay any taxes including any national insurance contributions.

12 UKRI PROPERTY

- 12.1 The Supplier acknowledges that all information (including UKRI's Confidential Information), equipment and tools, drawings, specifications, data, software and any other materials supplied by UKRI (or its agents on behalf of UKRI) to the Supplier ("UKRI's Materials") and all rights in UKRI's Materials are and shall remain at all times the exclusive property of UKRI. The Supplier shall keep UKRI's Materials in safe custody at its own risk, maintain them in good condition until returned to UKRI, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with written instructions or authorisation from UKRI.
- 12.2 UKRI's Materials shall be returned promptly to UKRI on expiry or termination of the Contract.
- 12.3 The Supplier shall reimburse UKRI for any loss or damage to UKRI's Materials (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. UKRI's Materials supplied by UKRI (or its agents on behalf of UKRI) shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless UKRI is notified otherwise in writing within 5 Working Days.

13 PREMISES

- 13.1 If, in connection with the supply of the Goods and/or Services, UKRI permits any Staff to have access to any of UKRI's premises, the Supplier will ensure that, whilst on UKRI's premises, the Staff comply with:
- (a) all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and
 - (b) any UKRI policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any UKRI laboratory, facility or equipment which is brought to their attention or given to them whilst they are on UKRI's premises by any employee or representative of UKRI.
- 13.2 The Supplier and Subcontractors shall be responsible for their own equipment and tools. It should be locked away or not stored on site.
- 13.3 If the Supplier supplies all or any of the Goods and/or Services at or from UKRI's premises, on completion of the Goods and/or Services or termination or expiry of the Contract (whichever is the earlier) the Supplier shall vacate UKRI's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Goods and/or Services and leave UKRI's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to UKRI's premises or

any objects contained on UKRI's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 13.4 If the Supplier supplies all or any of the Goods and/or Services at or from its premises or the premises of a third party, UKRI may at its own cost, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Goods and/or Services are supplied at or from the relevant premises.

14 STAFF AND KEY PERSONNEL

- 14.1 If UKRI demonstrates that any of the Staff are unsuitable to undertake work in respect of the Contract, it may, by giving written notice to the Supplier:

- (a) refuse admission to the relevant person(s) to UKRI's premises;
- (b) direct the Supplier to end the involvement in the provision of the Goods and/or Services of the relevant person(s); and/or
- (c) require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by UKRI to the person removed is surrendered,

and the Supplier shall comply with any such notice.

- 14.2 The Supplier shall:

- (a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- (b) ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of UKRI, or is of a type otherwise advised by UKRI (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, the Staff Vetting Procedures or otherwise) is employed or engaged in the provision of any part of the supply of the Goods and/or Services;
- (c) if requested, provide UKRI with a list of names and addresses (and any other relevant information) of all persons who may require admission to UKRI's premises in connection with the Contract; and
- (d) procure that all Staff comply with any rules, regulations and requirements reasonably specified by UKRI.

15 TUPE

- 15.1 The Supplier warrants that the provision of the Goods and/or Services shall not give rise to a transfer of any employees of the Supplier or any third party to UKRI pursuant to TUPE.

16 ASSIGNMENT AND SUB-CONTRACTING

- 16.1 The Supplier shall not without the written consent of UKRI assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Contract or any part of the Contract. UKRI may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 16.2 Where UKRI has consented to the placing of sub-contracts, the Supplier shall, at the request of UKRI, send copies of each sub-contract, to UKRI as soon as is reasonably practicable and subject to the redaction of all commercially sensitive information.
- 16.3 UKRI may (without any cost to or liability of UKRI) require the Supplier to replace any subcontractor where in the reasonable opinion of UKRI any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 (as amended) apply to the subcontractors.
- 16.4 UKRI may assign, novate, or otherwise dispose of its rights under the Contract without the consent of the Supplier on two occasions only, provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

17 INTELLECTUAL PROPERTY RIGHTS

- 17.1 All Intellectual Property Rights in any materials created or developed by the Supplier pursuant to this Contract or arising as a result of the supply of the Goods and/or Services, including the Deliverables, shall at all times remain vested in the Supplier. The Supplier shall grant UKRI a royalty-free, non-exclusive and non-transferable licence to use:

- a) any Intellectual Property Rights in the materials provided by the Supplier to UKRI;
- b) any Intellectual Property Rights in the materials created or developed by the Supplier pursuant to this Contract and any Intellectual Property Rights arising as a result of the provision of the Goods and/or Services,

as required until termination or expiry of this Contract for the sole purpose of enabling UKRI to perform its obligations under the Contract.

- 17.2 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 17.3 The Supplier shall, promptly at the request of UKRI, do (or procure to be done) all such further acts and things and execute all such other documents as UKRI may from time to time require for the purpose of securing for UKRI the full benefit of the Contract, including all rights, title and interest in and to the Intellectual Property Rights assigned to UKRI in accordance with clause 17.1.
- 17.4 All Intellectual Property Rights in any materials provided by UKRI to the Supplier shall remain the property of UKRI. UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use:
- (a) any Intellectual Property Rights in the materials provided by UKRI to the Supplier;
 - (b) any Intellectual Property Rights in the materials created or developed by the Supplier pursuant to this Contract and any Intellectual Property Rights arising as a result of the provision of the Goods and/or Services,
- as required until termination or expiry of this Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.

18 INDEMNITY

- 18.1 Subject to the Supplier's Liability, the Supplier shall indemnify, and shall keep indemnified, UKRI in full against all costs, claims, expenses, damages and losses (whether direct or indirect to include loss of profits, loss of business, depletion of good will and similar losses), including any interest, penalties, fines, legal and other professional fees and expenses awarded against or incurred or paid by UKRI as a result of or in connection with:
- (a) the Supplier's breach or negligent performance or non-performance of this Contract;
 - (b) any claim brought against UKRI for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, receipt, use or supply of the Goods and/or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier or any Staff;
 - (c) any claim made against UKRI by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods and/or Services,

to the extent that the defect in the Goods and/or Services is attributable to the acts or omissions of the Supplier and the Staff; and

- (d) any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause 15 of the Contract.

18.2 This clause 18 shall survive termination or expiry of the Contract.

19 INSURANCE

19.1 Unless otherwise specified in the Award Letter, during the Term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable insurance companies to insure the Supplier against all manner of risks that might arise out of the acts or omissions of the Supplier or otherwise in connection with the Supplier's performance of its obligations under this Contract.

- (a) Professional indemnity insurance for not less than £5 million in the annual aggregate;
- (b) loss, damage or destruction of any of UKRI's property under the custody and control of the Supplier, with a minimum sum insured of £5;
- (c) public liability insurance for not less than £5 million per claim;
- (d) employer liability insurance for not less than £10 million; and
- (e) product liability insurance for not less than £5 million for claims arising from any single event.

19.2 On request from UKRI, the Supplier shall provide UKRI with evidence of such insurance in the form of a broker's letter or similar.

19.3 From the Commencement Date and in so far as it is allowed to do so under the terms of its policies, the Supplier shall notify UKRI in writing of any employer's liability or public liability incident arising out of or in connection with this Contract which:

- (a) has the potential to exceed £25,000 (twenty-five thousand pounds sterling) (excluding costs); and/or

- (b) irrespective of the claim's value, which may reasonably be considered to have the potential to adversely affect the reputation of UKRI,
- within five (5) days of such an incident occurring.
- 19.4 The Supplier shall keep UKRI informed and up to date on the progress of any incident referred to in clause 19.3 and related claims, decisions taken in respect of liability and any movement of reserves with respect thereto.
- 19.5 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.
- 19.6 The Supplier shall:
 - (a) do nothing to invalidate any insurance policy or to prejudice UKRI's entitlement under it; and
 - (b) notify UKRI if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
- 19.7 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause 19.1.
- 19.8 If the Supplier fails or is unable to maintain insurance in accordance with clause 19.1, UKRI may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

20 LIABILITY

- 20.1 UKRI shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by UKRI if and to the extent that it is caused by the negligence or wilful misconduct of UKRI or by breach by UKRI of its obligations under the Contract.
- 20.2 Subject to clause 20.6, UKRI shall not have any liability for:
 - (a) any indirect or consequential loss or damage;
 - (b) any loss of business, rent, profit or anticipated savings;

- (c) any damage to goodwill or reputation;
 - (d) loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto UKRI's premises by or on behalf of the Supplier which results from a breach of the UKRI security procedures for the premises; or
 - (e) any loss, damage, costs or expenses suffered or incurred by any third party.
- 20.3 Subject to clause 20.6, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed 100% of the Charges paid or payable to the Supplier.
- 20.4 Subject always to clause 20.5 and 20.6, the Supplier's aggregate liability in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability.
- 20.5 The Supplier's liability under the indemnity in clause 18.1(b), 29.1 and 27.7 shall be unlimited.
- 20.6 Nothing in the Contract restricts either Party's liability for:
- (a) death or personal injury resulting from its negligence or that of its Staff; or
 - (b) its fraud (including fraudulent misrepresentation) by it or that of its Staff; or
 - (c) breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any matter which is covered by UKRI's insurances; or
 - (e) any other matter which, by law, may not be excluded or limited.

21 TERMINATION

- 21.1 UKRI may terminate the Contract in whole or in part at any time before the Goods and/or Services are provided by giving the Supplier 20 working days written notice, whereupon the Supplier shall discontinue the provision of the Goods and/or Services (in whole or in part as applicable). UKRI shall pay to the Supplier:

- (a) such Charges or that part of the Charges for Goods which have been Delivered to UKRI or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods, and which cannot be used for other orders or be returned to the supplier of those materials for a refund; and/or
- (b) such Charges or that part of the Charges for Services provided and a fair and reasonable portion of the Charges for work-in-progress in performing the Services at the time of termination,

but UKRI shall not be liable for any loss of anticipated profits, or any consequential loss and the Supplier shall have a duty to mitigate its costs and shall on request provide proof of work-in-progress claimed.

UKRI will not be responsible for any loss of anticipated profits or any consequential losses. The supplier is required to mitigate its costs and, upon request, provide evidence of any work-in-progress claimed.

21.2 Not used

21.3 UKRI may terminate the Contract with immediate effect by giving 20 working days written notice to the Supplier if:

- (a) the circumstances set out in clauses 8.2, 8.4 or 29.1 apply; or
- (b) the Supplier is in material breach of any obligation under the Contract which is not capable of remedy; or
- (c) the Supplier breaches any term of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or
- (d) the Supplier repeatedly breaches any of the terms and conditions of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of this Contract; or
- (e) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the

meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

- (f) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- (g) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or
- (h) (being an individual) the Supplier is the subject of a bankruptcy petition or order; or
- (i) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (j) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
- (k) a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or
- (l) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 21.3(e) to clause 21.3(k) inclusive; or
- (m) other than where a change of control is as a result of any intra-group change of control and/or organization, there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- (n) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- (o) the Supplier's financial position deteriorates to such an extent that in UKRI's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

- (p) (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 21.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 21.3(m) or any potential such change of control.
- 21.5 Subject always to its right to suspend the provision of Goods and/or Services under the HGCRA, the Supplier may terminate the Contract by written notice to UKRI if UKRI has not paid any undisputed invoice within 15 working days of it falling due.
- 21.6 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 4, 5, 6, 7, 11, 12, 15, 17, 18, 19, 20, 24, 25, 26, 27, 28, 29, 34, 36, 37 or any other provision of the Contract that either expressly or by implication has effect after termination.
- 21.7 Upon termination or expiry of the Contract, the Supplier shall immediately:
- (a) cease all work on the Contract;
 - (b) deliver to UKRI all Deliverables and all work-in-progress whether or not then complete.
 - (c) cease use of and return (or, at UKRI's election, destroy) all of UKRI's Materials in the Supplier's possession or control; and
 - (d) give all reasonable assistance to UKRI and any incoming supplier of the Goods and/or Services (as applicable); and
 - (e) return or destroy UKRI's Confidential Information in accordance with clause 24.3.

22 DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT

- 22.1 In the event that a Court makes a Declaration of Ineffectiveness, UKRI will promptly notify the Supplier in writing. The Parties agree that the provisions of clause 21.7 and this clause 22 will continue to apply as from the time when the Declaration of Ineffectiveness is made.
- 22.2 The Declaration of Ineffectiveness will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness.

- 22.3 Consistent with UKRI's rights of termination implied into the Contract by Public Contracts Regulations 2015 (as amended), in the event of a Public Procurement Termination Event, UKRI shall promptly notify the Supplier and the provisions of clause 21.7 and this clause 22 shall apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event.
- 22.4 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event in respect of the period prior to the Public Procurement Termination Event.
- 22.5 During any Court proceedings seeking a Declaration of Ineffectiveness or following notification of a Public Procurement Termination Event, UKRI may require the Supplier to prepare a contingency plan with the effect of achieving:
- (a) An orderly and efficient cessation of the Contract or a transition of the provisions of the Goods and/or Services to UKRI or such other entity as UKRI may specify; and
 - (b) Minimal disruption or inconvenience to UKRI or to UKRI's supported organisations or clients,
- and the Parties agree that this shall have effect in the event a Declaration of Ineffectiveness is made, or a Public Procurement Termination Event occurs.
- 22.6 Where there is any conflict between the provisions of clause 21.7 and this clause 22 and the contingency plan then the clauses of this Contract shall take precedence.
- 22.7 The Parties will comply with their respective obligations under any contingency plan (as agreed by the Parties, or where agreement cannot be reached, as reasonably determined by UKRI) in the event that a Declaration of Ineffectiveness is made, or a Public Procurement Termination Event occurs.

23 GOVERNANCE AND RECORDS

- 23.1 The Supplier shall:
- (a) attend progress meetings with UKRI at the frequency and times specified by UKRI and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - (b) submit progress reports to UKRI at the times and in the format specified by UKRI.
- 23.2 The Supplier shall keep and maintain until 3 years after the expiry or termination of the Contract, or as long a period as may be agreed between the Parties, full and accurate

records of the Contract including the Goods and/or Services supplied under it and all payments made by UKRI. The Supplier shall on request afford UKRI and its representatives such access to those records as may be reasonably requested by UKRI in connection with the Contract, subject to the redaction by the Supplier of any commercially sensitive information.

- 23.3 The Supplier shall keep and maintain records of sub-contractors it uses to supply the Goods and/or Services, including whether the sub-contractor is an SME and the payments it has made to the sub-contractor as a result of the sub-contractor's work under this Contract. The Supplier shall provide such records to UKRI within 15 Working Days of a request from UKRI, subject to the redaction by the Supplier of any commercially sensitive information.
- 23.4 Clause 23.4 shall only apply to sub-contractor opportunities arising after the Commencement Date and UKRI may by giving its prior written approval decide to waive the obligations under Clause 4 in respect of any sub-contractor opportunity.

24 CONFIDENTIAL INFORMATION

- 24.1 Subject to clause 24.2, each Party shall:
- (a) treat all Confidential Information it receives as confidential; safeguard it accordingly and not disclose it to any other person without the prior written permission of the Disclosing Party; and
 - (b) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.
- 24.2 Notwithstanding clause 24.1, a Receiving Party may disclose Confidential Information:
- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
 - (b) to its auditors or for the purposes of regulatory requirements;
 - (c) on a confidential basis, to its professional advisers;
 - (d) to the Serious Fraud Office where the Receiving Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
 - (e) where the Receiving Party is the Supplier, to the Staff and its subcontractors/suppliers on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure

that any Staff and subcontractors/suppliers to whom it discloses Confidential Information pursuant to this clause (e) shall observe the Supplier's confidentiality obligations under the Contract; and

- (f) where the Receiving Party is UKRI:
 - (i) on a confidential basis to the employees, agents, consultants and contractors of UKRI;
 - (ii) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which UKRI transfers or proposes to transfer all or any part of its business;
 - (iii) to the extent that UKRI (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (iv) in accordance with clause 28;
 - (v) and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on UKRI under this clause 24.

24.3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Receiving Party from the Disclosing Party or its representatives shall be returned promptly to the Disclosing Party (or, at the election of the Disclosing Party, destroyed promptly) on expiry or termination of the Contract, and no copies shall be kept.

25 TRANSPARENCY

25.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or EIR, the content of the Contract is not Confidential Information and the Supplier hereby gives its consent for UKRI to publish this Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA or EIR (as applicable) redacted) including any changes to the Contract agreed from time to time. UKRI may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA or EIR.

26 PUBLICITY

- 26.1 The Supplier shall not make any press announcements or publicise this Contract in any way without prior written consent from UKRI.
- 26.2 UKRI shall be entitled to publicise this Contract in accordance with any legal obligation upon UKRI, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.
- 26.3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of UKRI.

27 DATA PROTECTION

- 27.1 In this clause 27, the terms, “processing”, “data controller” and “data processor”, “data protection officer” “data subject” “personal data” “personal data breach” shall have the same meanings given to them under UK GDPR or the EU GDPR as the context requires.
- 27.2 The Supplier acknowledges the only Processing that it is authorised to do is listed in Schedule 7 (*Processing Personal Data*) by UKRI.
- 27.3 The Supplier shall notify UKRI immediately if it considers that any of UKRI's instructions infringe the Data Protection Legislation.
- 27.4 The Supplier shall provide all reasonable assistance to UKRI in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of UKRI, include:
 - 27.4.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - 27.4.2 an assessment of the necessity and proportionality of the Processing in relation to the Goods and/or Services;
 - 27.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 27.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 27.5 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
 - 27.5.1 Process that Personal Data only in accordance with Schedule 7 (*Processing Personal Data*), unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall notify UKRI before Processing the Personal Data unless prohibited by Law;

27.5.2 ensure that it has in place Protective Measures, (if the Supplier is holding UKRI Data, including back-up data, that it is held by a secure system that complies with the Security Policy and any applicable Security Management Plan) which UKRI may reasonably reject (but failure to reject shall not amount to approval by UKRI of the adequacy of the Protective Measures) having taken account of the:

- a) nature of the 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;

27.5.3 ensure that:

- a) the Supplier Staff do not Process Personal Data except in accordance with the Contract (and in particular Schedule 7 (*Processing Personal Data*));
- b) it uses all reasonable endeavours to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Supplier's duties under this Clauses 28 and 25;
 - (ii) are subject to appropriate confidentiality undertakings with the Supplier or any sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by UKRI or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

27.5.4 not transfer Personal Data outside of the UK unless the prior written consent of UKRI has been obtained and the following conditions are fulfilled:

- a) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
- b) UKRI or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by UKRI which could include relevant parties entering into the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer Agreement

Addendum to the European Commission's SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time, as well as any additional measures determined by UKRI;

- c) the Data Subject (as defined by the Data Protection Act 2018) has enforceable rights and effective legal remedies;
- d) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist UKRI in meeting its obligations); and
- e) the Supplier complies with any reasonable instructions notified to it in advance by UKRI with respect to the Processing of the Personal Data;

27.5.5 where the Personal Data is subject to EU GDPR, not transfer Personal Data outside of the EU unless the prior written consent of UKRI has been obtained and the following conditions are fulfilled:

- a) the transfer is in accordance with Article 45 of the EU GDPR; or
- b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring Party;
- c) the Data Subject has enforceable rights and effective legal remedies;
- d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
- e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

27.5.6 at the written direction of UKRI, delete or return Personal Data (and any copies of it) to UKRI on termination of this Contract unless the Supplier is required by Law to retain the Personal Data.

- 27.6 Subject to Clause 28.7, the Supplier shall notify UKRI immediately if in relation to it Processing Personal Data under or in connection with this Contract it:
- 27.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 27.6.2 receives a request to rectify, block or erase any Personal Data;
 - 27.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 27.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - 27.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 27.6.6 becomes aware of a Personal Data Breach.
- 27.7 The Supplier's obligation to notify under Clause 28.6 shall include the provision of further information to UKRI, as details become available.
- 27.8 Taking into account the nature of the Processing, the Supplier shall provide UKRI with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 28.6 (and insofar as possible within the timescales reasonably required by UKRI) including by immediately providing:
- 27.8.1 UKRI with full details and copies of the complaint, communication or request;
 - 27.8.2 such assistance as is reasonably requested by UKRI to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 27.8.3 UKRI, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 27.8.4 assistance as requested by UKRI following any Personal Data Breach; and/or
 - 27.8.5 assistance as requested by UKRI with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by UKRI with the Information Commissioner's Office or any other regulatory authority.
- 27.9 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with Clause 28. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- 27.9.1 UKRI determines that the Processing is not occasional;

27.9.2 UKRI determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

27.9.3 UKRI determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

27.10 The Supplier shall allow for audits of its Data Processing activity by UKRI or UKRI's designated auditor.

27.11 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

27.12 Before allowing any sub-processor to process any Personal Data related to the Contract, the Supplier must:

27.12.1 notify UKRI in writing of the intended sub-processor and processing;

27.12.2 obtain the written consent of UKRI;

27.12.3 enter into a written agreement with the sub-processor which give effect to the terms set out in this Clause 28 such that they apply to the sub-processor; and

27.12.4 provide UKRI with such information regarding the sub-processor as UKRI may reasonably require.

27.13 To the extent that UKRI provides its consent pursuant to clause 28.12, the Supplier shall flow down the contractual obligations contained in this clause 28 to sub-processors. For the avoidance of doubt, the Supplier shall remain fully liable for all acts or omissions of any of its sub-processor.

27.14 UKRI may, at any time on not less than 30 Working Days' notice, revise this Clause 28 by replacing it with any applicable controller to Supplier standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

27.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. UKRI may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

27.16 Notwithstanding any other remedies available to UKRI, fully indemnify UKRI as a result of any such breach of the GDPR, by the Supplier or any other party used by the Supplier in its performance of the Contract that results in UKRI suffering fines, loss or damages.

28 FREEDOM OF INFORMATION

- 28.1 The Supplier acknowledges that UKRI is subject to the requirements of FOIA and EIR and shall:
- (a) provide all necessary assistance and co-operation as reasonably requested by UKRI to enable UKRI to comply with its obligations under FOIA and EIR in relation to any Requests for Information relating to this Contract;
 - (b) transfer to UKRI all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide UKRI with a copy of all Information belonging to UKRI requested in the Request for Information which is in its possession or control in the form that UKRI requires within 5 Working Days (or such other period as UKRI may reasonably specify) of UKRI 's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by UKRI.
- 28.2 UKRI shall be responsible for determining (in its absolute discretion) whether any Information:
- (a) is exempt from disclosure in accordance with the provisions of FOIA or EIR;
 - (b) is to be disclosed in response to a Request for Information,
- 28.3 The Supplier acknowledges that UKRI may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:
- (a) without consulting with the Supplier, or
 - (b) following consultation with the Supplier and having taken its views into account.
- 28.4 Where clause 28.3(a) applies UKRI shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.
- 28.5 Where the Supplier is subject to the requirements of the FOIA and EIR, UKRI shall assist and co-operate with the Supplier to enable the Supplier to comply with its obligations under the FOIA and EIR in relation to any Requests for Information received by the Supplier relating to this Contract.

29 CORRUPTION

29.1 Without prejudice to any other rights or remedies available to UKRI, UKRI shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or the Supplier's Associate:

- (a) offers or agrees to give any person working for or engaged by UKRI, UKRI's staff and agents, or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement with UKRI or any Public Body;
- (b) has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by UKRI, or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to UKRI before the Contract is entered into;
- (c) breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or
- (d) gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

29.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Supplier and the Supplier's Associates in connection with the Contract and shall notify UKRI immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

29.3 For the purposes of clause 29.1, "loss" shall include, but shall not be limited to:

- (a) UKRI's costs in finding a replacement supplier;
- (b) direct, indirect and consequential losses; and
- (c) any loss suffered by UKRI as a result of a delay in the performance of the Services or its receipt of the Goods (as applicable).

30 MODERN SLAVERY ACT 2015

30.1 In performing its obligations under this Contract, the Supplier shall and shall ensure that any permitted sub-contractors shall comply with:

- (a) all applicable laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015; and
 - (b) Any anti-slavery policy adopted by UKRI from time to time.
- 30.2 UKRI may from time to time require the Supplier to provide information and evidence to demonstrate its and its sub-contractors' compliance with clause 30.1. The Supplier shall provide such information with 10 Working Days of a request from UKRI for the same. A breach of this clause 30.1 shall be deemed a material breach for the purpose of clause 21.3(b).

31 FORCE MAJEURE

- 31.1 Neither Party to this Contract shall in any circumstances be liable to the other for any delay or non-performance of its obligations under this Contract to the extent that such delay or non-performance is due to a Force Majeure Event. Subject to Clause 31.3, the date for performance of any affected obligations will be suspended for a period equal to the delay caused by the Force Majeure Event.
- 31.2 If a Party is delayed in or prevented from performing its obligations under this Contract by a Force Majeure Event, such Party shall:
 - (a) give notice in writing of such delay or prevention to the other Party specifying the nature and extent of the Force Majeure Event immediately on becoming aware of it; and
 - (b) use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations.
- 31.3 If the Force Majeure Event continues for a period of 30 (thirty) days or more following notification, then either Party may terminate this Contract by giving not less than 10 (ten) days' prior written notice to the other Party.
- 31.4 UKRI shall not be liable to pay the Charges in relation to any Goods and/or Services that are not provided by the Supplier due to a Force Majeure Event.

32 DISPUTE RESOLUTION

- 32.1 The Parties agree to co-operate with each other in an amicable manner with a view to achieving the successful implementation of this Contract.
- 32.2 If a Dispute arises between UKRI and the Supplier during the Term in relation to any matter which cannot be resolved by local operational management either Party may refer the

matter for determination in accordance with the procedure set out in Clause 32.3, subject always to the parties rights in respect of resolution of disputes under the HGCRA.

32.3 A Dispute referred for determination under clause 32.2 shall be resolved as follows:

- (a) by referral in the first instance to the decision of the individuals for each Party referred to in the Award Letter for stage 1 escalations; and
- (b) if a Dispute is not resolved within 21 days of its referral pursuant to Clause 32.3(a) such Dispute shall be referred to the individuals for each Party referred to in the Award Letter for stage 2 escalations.

32.4 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in Clause 32.3(b), the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

32.5 If the Parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

32.6 Neither Party shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory or final injunctive relief on an ex parte basis or otherwise as a result of the terms of this Clause 32, such clause not applying in respect of any circumstances where such remedies are sought.

33 CHANGE CONTROL PROCEDURE

33.1 In the event that either party desires to change the terms of this Contract, the following procedures will apply:

- (a) the Party requesting the change will deliver a “Change Request” (in the form (or substantially in the same form) contained in Schedule 5 to this Contract) which describes:
 - (i) the nature of the change;
 - (ii) the reason for the change;

- (iii) the effect that the requested change will have on the scope or Specification for the Services; and
 - (iv) any change to the Charges and the Term.
- (b) Upon receipt of a Change Request, the receiving Party's authorised representative will contact his/ her counterpart within 5 working days to discuss and agree the Change Request. The parties will negotiate the proposed changes to the Contract in good faith and agree a timeline in which to finalise the Change Notice.
- (c) Neither party is obliged to agree to a Change Request, but if the parties do agree to implement such a Change Request, the appropriate authorised representatives of both parties will sign the Change Request which will be effective from the date set out in the Change Request. If there is no Change Request signed by both parties, the content of that Change Notice shall not be deemed as agreed.
- (d) If there is any conflict between the terms and conditions set out in the Contract and the Change Request, then the terms and conditions set out in the most recent fully executed Change Request will apply.
- (e) The Supplier shall neither be relieved of its obligations to supply the Goods and/or Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Charges as the result of:
 - (i) a General Change in Law, where the effect of that General Change in Law on the Goods and/or Services is foreseeable at the Commencement Date; or
 - (ii) a Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Commencement Date.

34 ENTIRE AGREEMENT

- 34.1 The Contract constitutes the entire agreement between UKRI and the Supplier in relation to the supply of the Services and/or Goods and the Contract supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to that subject matter. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

35 NOTICES

- 35.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class or recorded post or, subject to clause 35.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in writing.
- 35.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day, otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 35.3 Notices under clauses 21, 22 and 31 may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 35.1 and shall be deemed to have been received in accordance with clause 35.2.

36 GENERAL

- 36.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 36.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 36.3 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 36.4 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 36.5 A person who is not a Party to this Contract shall have no right to enforce any of its provisions, which expressly or by implication, confer a benefit on him or her, without the prior written agreement of the Parties.

36.6 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.

37 GOVERNING LAW AND JURISDICTION.

37.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 2 - Specification

- 1** The Suppliers shall provide the Goods and/or Services in accordance with this Schedule 2.

1	<p>INTRODUCTION</p> <p>RAL Space, who are the primary occupiers of the STFC owned R100 building, operate a broad portfolio of projects across the research and commercial arena. Many of these programmes require the use of temperature and humidity-controlled cleanrooms and labs that must operate 24/7 and within a well-defined Quality Management System that includes specific requirements on the delivered environmental conditions within them. Failure to deliver these conditions even for a short period requires all work is stopped until an investigation has been performed and the conditions returned. Moreover, a failure to deliver the requirements may make RAL Space liable for costs associated with the extension or delay to programmes of work. In the case of a failure to provide test services. In extreme cases, where the outage was prolonged, it could be that major programmes or launches of hardware into space would have to be delayed. This would have a major financial and reputational impact to RAL Space, it's parent organisations and the UK Space sector.</p> <p>In addition to the above, the R100 building can accommodate around 140 people when the test facilities are operating and whilst some of the building can be heated without the use of hot water many areas cannot (including storage areas containing expensive hardware). A lack of heating would have a significant welfare impact on those within many areas of the building and possibly breach the Health and Safety Executives (HSE) statute for employers to provide heating for occupants.</p> <p>Alternate space to temporarily accommodate the staff and customers has been considered and cannot readily be provided within the STFC Estate. Due to the nature of the cleanrooms and bespoke test facilities or is not possible to use alternate test facilities within the UK to meet the contracted obligations. Even if you look outside the UK many of the facilities are so specialised no alternate facilities are known to exist without significant financial investment in impossible timescales.</p> <p>Therefore, as STFC cannot close the facility, these works are essential to mitigate the likely, risk of asset total failure and resultant financial and reputational damage. These works will allow a reliable and relatively quick replacement of these critical HVAC services whilst a comprehensive design and programme is developed to upgrade and replace the remaining HVAC infrastructure.</p> <p>It is important to note that these works will have a direct impact on the building services of R100 and its operational capabilities therefore the installation process must be carefully planned and agreed with Estates Services prior to any work being carried out</p>	<p>SES CLARIFICATIONS.</p> <p>Noted.</p>
3	<p>CONSTRUCTION REQUIREMENTS & PROCEDURES</p> <p>The purpose of this document is to provide a clear and comprehensive brief to the Contractor, incorporating all relevant Pre-construction Information (PCI) required under the CDM Regulations 2015 and its onward communication to appropriate parties e.g. contractors and designers.</p> <ul style="list-style-type: none"> The Principal Contractor / Contractor is to provide Construction Phase Health and Safety Plan in accordance with HSE Guidance L153 and CDM Regulations 2015 taking account of the information provided within this document. The Principal Contractor / Contractor is to provide a programme of works for approval before commencement of the works. CDM milestones should be shown for clarity e.g. delivery of H&S File. The Principal Contractor / Contractor is 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. The Principal Contractor / Contractor should make provision for regular site visits by the STFC Project Manager, Clerk of Works, or any other member of staff. All accidents and incidents must be reported to the client within 24hrs. Regular recorded meetings are to be held between the Client, Principal Contractor/Designer and other relevant parties (including the Clerk of Works). Copies of minutes to be distributed to all parties including the Client and the Principal Designer. Special logistics requirements should be communicated to Security, for example loading/unloading/parking on yellow lines. Deliveries and collections should also be pre-notified. Scope or design changes, or anything that affects quality, safety, health or environmental performance shall be communicated to the client and principal designer (if appointed) in writing as soon as they become apparent. 	<p>SES Engineering Services Limited are to act as Principal Contractor and shall produce the Construction Phase Health and Safety Plan.</p> <p>All actions agreed and noted. Weekly site meetings to be held with STFC and their designers as required.</p>
3.1	<p>Security of the site, prevention of unauthorised access</p> <p>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.</p> <p>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. 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.</p> <p>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).</p> <p>All skips should ideally be made secure within the site boundary.</p> <p>Scaffold and ladder access points must be secured when work areas are not occupied, particularly if not within the ring fenced site.</p> <p>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.</p>	<p>The security of the site and working areas are to be maintained by STFC and the RAL campus security.</p> <p>No skips or storage containers are envisaged.</p> <p>All welfare is to be provided by the client including the beneficial use of the lift, SES Engineering Services shall take care to protect all building fabrics and finishes from the entrance/service route to the work face. Any damage caused shall be brought immediately to the employers attention.</p> <p>Rear access staircase and lift have been permitted for thoroughfare to the working area during works. No temporary access required.</p>
3.2	<p>KEY PROJECT ROLES</p> <p>Appointments for PD and PC are to be made in writing by the client, following acceptance of the quotation.</p> <p>Client/Appointed Client - STFC client</p>	

Principal Designer -	STFC	PD is Hoare Lea and STFC
Designer(s)	STFC	SES Design is limited to brackets and supports
Principal Contractor	SES (Engineering Services) Limited	SES Shall act as Principal Contractor
Contractor(s)	SES (Engineering Services) Limited	Named contractors as requested.
Consultant(s) / others	N/A	N/A
Clerk of Works	N/A	Hoare Lea and Partners
Local Building Fire Manager / Warden(s)	SHE Responsibilities Directory	STFC To mediate.
3.3 STFC GUIDANCE TRAINING		
The following links are available for guidance and can be downloaded, where access is permitted, or requested from STFC Estates:		Agreed and noted.
<ul style="list-style-type: none"> • STFC Safety Information for Contractors Booklet • STFC training via Totara online system: • SHE Induction (general overview of site) 		
The above STFC training may be required before access to site and issue of green badges, or to particular areas of site. You are required to provide other relevant training including asbestos awareness, manual handling, fire safety etc.		
3.4 COVID		
Current Government / NHS / Public Health guidance relating to self-isolation and what to do if you experience possible Covid19 symptoms should be adhered to. As of April 2022 this relates to good ventilation and hygiene, taking personal responsibility and adherence to local procedures which can be obtained from your host.		N/A
3.5 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.		All Permits to work to be issued by STFC Estates under STFC SSoW.
Requirement	Insert cross if applicable	Comments
Roof Access Permit	<input checked="" type="checkbox"/>	See Estates
Excavation Permit	<input type="checkbox"/>	See Estates Request to be made to client with a minimum of 48 hours' notice. Durations, scope of works & RAMs to be provided.
Confined Spaces Permit	<input type="checkbox"/>	See Estates
Hot Works Permit	<input checked="" type="checkbox"/>	See Estates Request to be made to client with a minimum of 48 hours' notice. Durations, scope of works & RAMs to be provided.
M&E Access or Works Permission	<input checked="" type="checkbox"/>	See Estates Team
M&E Isolation Permit	<input checked="" type="checkbox"/>	See Estates
Fire Alarm Isolation Permit	<input checked="" type="checkbox"/>	See Estates
Pressure Systems Isolation	<input checked="" type="checkbox"/>	See Estates
Laboratory / Area Clearance from users	<input type="checkbox"/>	See Code 19 Appendix 9
Please arrange via the client project manager. Work must not commence before the relevant permit has been issued. Permit requests must be received by the client project manager in advance of the intended works (typically five days). If in doubt, seek advice. Additional access permission may be required for certain areas e.g. Substations or Laboratories.		No hot works envisaged.
Keys – Requests to substations/switch rooms, or any other restricted areas, may require up to five days' notice to the client.		Low Voltage isolation permits to be issued by STFC.
3.6 FIRE PRECAUTIONS		
STFC operates a comprehensive Fire Management System and this must be adhered to whilst on site. Arrangements must be reflected in the principal contractor's/contractor's own site safety arrangements which must be in place prior to works starting on site. In the event of a fire, follow local rules then contact RAL security: 2222 by internal phone on RAL network or by mobile 01235 778888 giving your location and type of fire.		Noted and agreed as applicable.
Please refer to STFC Contractor SHE Booklet. The Principal Contractor/contractor shall take note of any other requirements e.g. HSE guidance document HSG168 Fire Safety in Construction.		
Where adequate precautions cannot be put in place, or where existing fire safety arrangements might be affected, work must not proceed until a way forward has been agreed with the project manager, and as appropriate the RAL Fire Safety Advisor or local building fire manager(s).		
<ul style="list-style-type: none"> • Fire Safety Advisor: FOIA Section 40 Personal Information • Local building fire manager is: SHE Responsibilities directory 		
Hot works permits must be issued for hot works operations. The RAL site smoking policy must be adhered to. Local smoking areas may be established if outside and at least 5m away from buildings.		
3.7 EMERGENCY PROCEDURES, EMERGENCY EQUIPMENT and MEANS OF ESCAPE		
The Principal Contractor/contractor is to include within the Construction Phase Plan, methods for dealing with accidents & incidents. Also, procedures for informing the HSE, client and other relevant persons.		Site inductions to be carried out by SES Engineering Services to their own trades.
The Principal Contractor/contractor shall provide their own first aiders at work. In some circumstances it is possible to utilise existing STFC first aid support by prior agreement, but only as backup.		STFC To advise of any planned Fire Alarm testing and emergency response measures for security and chemical or steam escape.
The Principal Contractor/contractor must make special arrangement for emergency rescue in high-risk circumstances e.g. working at height or within confined spaces.		
3.8 WELFARE FACILITIES		

	<p>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.</p> <p>The following welfare facilities are 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 contractor or contractor subject to the requirements of the work.</p> <table border="1"> <thead> <tr> <th>Welfare Location</th><th>Insert cross if applicable</th><th>Location / Details</th></tr> </thead> <tbody> <tr> <td>Restaurant Facilities</td><td><input checked="" type="checkbox"/></td><td>R22 Restaurant: 07:30 – 16:00 R01 Coffee Lounge: 08:30 – 16:00</td></tr> <tr> <td>Local Sanitary Conveniences</td><td><input checked="" type="checkbox"/></td><td>R100</td></tr> <tr> <td>Local Washing Facilities</td><td><input checked="" type="checkbox"/></td><td>R100</td></tr> <tr> <td>Changing Rooms/Lockers</td><td><input type="checkbox"/></td><td>To be provided by PC</td></tr> <tr> <td>Location for PC/C additional welfare facilities</td><td><input type="checkbox"/></td><td>To be provided by PC</td></tr> </tbody> </table> <p>Hot works permits must be issued for hot works operations. The RAL site smoking policy must be adhered to. Local smoking areas may be established if outside and at least 5m away from buildings.</p>	Welfare Location	Insert cross if applicable	Location / Details	Restaurant Facilities	<input checked="" type="checkbox"/>	R22 Restaurant: 07:30 – 16:00 R01 Coffee Lounge: 08:30 – 16:00	Local Sanitary Conveniences	<input checked="" type="checkbox"/>	R100	Local Washing Facilities	<input checked="" type="checkbox"/>	R100	Changing Rooms/Lockers	<input type="checkbox"/>	To be provided by PC	Location for PC/C additional welfare facilities	<input type="checkbox"/>	To be provided by PC	All welfare facilities to be provided by STFC.
Welfare Location	Insert cross if applicable	Location / Details																		
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Location for PC/C additional welfare facilities	<input type="checkbox"/>	To be provided by PC																		
4	SCOPE																			
	<p>The scope of this project shall be read in conjunction with the rest of the specifications and drawings. Unless otherwise stated below, allow in each item for providing facilities for the supply, erecting, connecting, commissioning and testing of the goods and materials specified. 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.</p>	Agreed.																		
	<p>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 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 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.</p>	<p>SES Engineering Services shall act as Principal Contractor but NOT Principal Designer.</p> <p>The contract duration is not expected to require an F10 notification.</p>																		
	<p>The Service Provider shall be responsible for final installation co-ordination of the services with other trades and building site constraints.</p>	Agreed.																		
	<p>The service provider shall provide a programme of works detailing all relevant activities, with special focus on shutdowns and activities that will impact the facility from an operational capacity.</p>	Agreed.																		
	<p>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.</p>	<p>The information provided along with bore sizing of the systems, shall have been agreed by HLP and STFC, SES take no responsibility for the system sizing and pump duties or, system volumes to deal with expansion and contraction.</p> <p>For Absolute clarity the Supplier (SES) are not responsible for checking or verifying the design provided by or undertaken by others e.g. STFC and HLP. Any errors etc in that design will rest with UKRI.</p>																		
	<p>The site manager must have previous experience managing projects of similar nature and size. The site manager must ensure all works are managed appropriately and carried out safely. Finally, the site manager for the project must be suitably qualified and will be on site every day that works may be taking place on site until the system has been commissioned and completed.</p>	<p>SES Shall have a SMSTS qualified person on site at all times work is in action along with a First Aider, minimum requirements.</p>																		
	<p>All works shall be installed to cause no delay or hindrance to other trades. The Service provider will supply STFC relevant authority for the project with competency certificates for all the operatives (including any subcontractors) involved prior to the commencement of the works. The service provider must only employ competent engineers and technicians. Therefore, the service provider will have on site competency certificates for all the operatives carrying working at any given time and will provide a copy of this to STFC if required.</p>	Agreed.																		
	<p>The works to be carried out under this project comprise, but will not be limited to the following:</p> <ol style="list-style-type: none"> Strip out of all equipment and associated pipework, as described in this document and supporting drawings and mark ups. Provide temporary heating solution as described below and in the mark ups. Installation of the new required plant room plant equipment, pipework and associated items in line with the intent provided to meet new strategy. Installation of the new required BMS Control Panel and field equipment and software to monitor and control all the new equipment and interface with existing. Installation of required electrical supplies and equipment. Removal and disposal of any waste resulting from these works within the areas covered under this project. Testing, Commissioning and Balancing of all newly installed systems. Handover and delivery of O&M manuals and the relevant updated drawings in .dwg and pdf. 	<p>Agreed, however, the existing Trend BMS Panel will be modified for the new plant rather than removed or extended.</p>																		
	<p>All the associated fabric works associated with this project must also be completed alongside the building services installation. The installation will not be completed until all the building services have been fully installed, tested and commissioned, and all associated works with any and all other trades are completed.</p>	Agreed, minimal impact to the building fabric.																		
	<p>The following links provide access to a 3D virtual drone survey and a matterport scan of the key areas of the building, these are available for the service provider to use, however STFC takes no responsibility for the accuracy and they shall be considered as visual aid only.</p>	Agreed and received.																		
4.1	METHODOLOGY																			

	<p>The methodology and sequence described below is a best estimate provided by STFC Estates to minimise the downtime to the facility while the works take place, and to reduce the disruption to the users and the operational capabilities of the building as much as possible. The service provider shall only consider this as a draft proposal, and should review it, challenge it, and propose what they believe to be the best way to carry out the works with the primary objective of minimising the downtime and number of shutdowns required.</p> <p>1) Removal and strip out of the DHW cylinder and associated pipework and equipment. 2) Installation of a new secondary LTHW CT circuit with a twin head pump to supply hot water to the unit heaters in the building. This circuit shall be ready to connect to the primary Low Loss header of the building. 3) Install any pipework that may be require in the external roof area without connecting into the existing system. 4) Supply and install, a temporary boiler system to connect to the existing LTHW primary system. This Boiler system shall have at least 750KW power output. 5) Install new gas header in the steam generator plantroom. Next to existing one. 6) Removal of existing side stream filter of the main secondary circuit of the chilled water system. 7) Relocation and reconnection of all the existing pressurisation units and expansion vessels.</p>	<p>1. Agreed 2. Agreed, pumps to be supplied by STFC. 3. Agreed. 4. Temporary boiler to be 500kW as data sheet supplied. 5. Agreed. 6. Agreed. 7. Agreed, no new Pressure equipment allowed for.</p>
	<p>----- Shutdown Start -----</p> <p>a. Modify the Gas main in the Ground floor water plantroom and install a new T piece with isolation valves on each end and a double isolation valve and drain point in the spare connection. Contractor Shall allow for a temporary governor for the rental boiler platform. b. Install new pipework section in the LTHW primary header. This shall include as a minimum two T connections with full bore isolation valves to allow connection of the new boiler system and the temporary boiler system simultaneously. The new section of pipework shall include a heat meter, and isolation valves. c. Connect new CT circuit to the existing low loss header. d. Connect new gas header in the steam generator plantroom and steam boilers to the new header.</p> <p>----- Shutdown finish -----</p>	<p>A. No longer required as temporary boiler to be positioned at roof level. B. Agreed.</p> <p>C. Agreed. D. Agreed.</p>
	<p>8) Connect the temporary hire boiler system to the new header pipework and gas connection via flexible hoses. 9) Remove all the existing Boiler system and gas header in the second-floor plantroom. Including, electrical wiring, BMS wiring, pipework, plant, pressurisation units, etc. 10) Install and connect new gas header in the second-floor plantroom 11) Install, and pressure test the new boiler system. Including all wiring, BMS, pipework, flues, insulation, etc. 12) Install new BMS panel and required field wiring to control all newly installed equipment. Connect to the network via the Ethernet port located in the existing BMS Panel. 13) Commission and introduce the new boiler system into the primary system of the building. 14) Re-use existing 2 x 300Litres expansion vessel and supply and install another 800 litres of expansion via new expansion vessel (service provider can use one or multiple units). 15) Update Graphics and overall BMS strategy as it may be needed. a. Boilers to become primary heating source b. Existing Chillers and ASHP to do cooling only. 16) Flush and dose the LTHW system of the building. Supplier to allow for a volume of 14000 litres. 17) Clean and tidy all areas</p> <p>PC Contractor needs to price as a separate sum the use of IBC tanks and/or bowser trucks for the drain down and the flushing of the system. STFC is working to achieve a discharge license for the works, but this may not be available in time,</p>	<p>8. Agreed 500 Trac pipe. 9. Agreed.</p> <p>10. Agreed. 11. Agreed. 12. No, Utilise and modify existing panel.</p> <p>13. Agreed. 14. Agreed.</p> <p>15. Agreed.</p> <p>16. Flush and dose new header only, not entire system. 17. Agreed.</p>
4.2	<p>DRAWINGS</p> <p>The following drawings and mark-ups have been prepared containing sufficient detail to enable tenderers to interpret correctly the client intent and to submit competitive tenders for the execution of the works:</p> <ul style="list-style-type: none"> • 240281 - STFC-XX-R100-M-101 • 240281 - STFC-XX-R100-M-102 • 240281 - STFC-XX-R100-M-103 • 3104483-HLE-ZZ-ZZ-DR-M-000001_Existing • 3104483-HLE-ZZ-ZZ-DR-M-000002_Strip Out • 3104483-HLE-ZZ-ZZ-DR-M-000003_Proposed • 3104483-HLE-ZZ-ZZ-DR-M-000004_Isometric <p>A total of 7 drawings have been provided. Changes and contractors proposals regarding the intent or the specification and plant equipment must be agreed with the RAL Estates Services team before any work is carried out.</p> <p>The contractor shall ensure it has all the information they may require prior to commencing the works in order to provide complete and operable system, give written notice of any discrepancy discovered and consult and agree with Estates Team any necessary details.</p> <p>The appointed Principal Contractor or any subcontractor responsible for the work is responsible to check and confirm all dimensions and the full extent of work on site.</p>	<p>Agreed.</p>
4.3	<p>AS INSTALLED DRAWINGS, DOCUMENTATION AND OPERATING AND MAINTENANCE MANUALS</p> <p>As installed record drawings, and operating and maintenance manuals must be provided upon completion of the relevant works for each installation. All relevant documentation as well as record drawings in .pdf and .dwg shall be supplied within 6 weeks of handover/completion.</p>	<p>Agreed.</p>
4.4	<p>CONTROLS AND BMS</p>	

	<p>A new TREND BMS panel needs to be provided to monitor and control all the new equipment installed. The new panel does not need a new IQ View screen. The new panel needs to have the relevant lamps and switches for the operation of all the new equipment.</p> <p>The new panel will be interfaced with the existing one and connected into the building network. The contractor can pick up the network from the switch inside the existing panel.</p> <p>The graphics of the building shall be updated accordingly as well as the strategy for the primary and heating and cooling plant.</p> <p>The contractor shall provide a new BMS Desops for acceptance detailing the operation strategy of the new equipment.</p> <p>All redundant BMS Cabling from the existing installations that is stripped out shall be removed completely.</p> <p>It is strongly recommended that the cabling connected to the thermal links of the existing boilers is retained and reused on the thermal links of the new boiler system as this is already interfaced and connected into the existing EPO system.</p> <p>A signal of the relay connected to the EPO system of the existing panel will also need to be taken and connected to the new panel to allow for the relevant interfacing in case of emergency stop.</p> <p>STFC will facilitate IP addresses, access to the head end and technical advice as it may be required from our in house BMS team.</p>	<p>Existing BMS Panel to be modified.</p> <p>Desops and strategy to be issued for comment under a TS process to STFC.</p> <p>BMS MCP Design and modification of the existing panel by SES.</p>
4.5	ELECTRICAL INSTALLATION	
	<p>The service provider needs to remove all redundant electrical cabling from the installation being stripped out and installed new cabling and breakers from the existing distribution boards as it may be required. Updated electrical certificates will need to be provided for any board that is modified (adding or removing circuits).</p> <p>Any electrical contractor working on STFC electrical systems is required to have the following:</p> <ul style="list-style-type: none"> • 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). <p>Once this is in place the electricians will be able to carry out works defined in the letter they will receive.</p>	<p>SES Do not recognise Sparksafe as this is a residential qualification.</p> <p>All other elements agreed, SES First Aiders are five day trained and not limited to Emergency Aid.</p>
4.6	TEMPORARY PLANT HIRE	
	<p>In order to keep the building operational and reduce the shutdown time, a temporary mobile plant room unit shall be hired by the service provider and installed externally to the building.</p> <p>The contractor shall ensure the relevant connections take place, and fencing & signage are erected accordingly. The boiler plant shall have a capacity of no less than 500KW and operate using natural gas.</p>	<p>Agreed. Temporay boiler is a 500KW natural gas boiler supplied by Aggreko.</p>
4.7	FLUE CONNECTIONS IN THE ROOF	
	<p>The service provider shall ensure a new set of flues is designed and installed by a relevant specialist. Theserviceprovidershould aim to use openings of the existing flues and ensurethese are fully weather proofed following installation. Specialist harness and equipment may be needed for these works</p>	<p>Agreed.</p>
5	OTHER REQUIREMENTS	
5.1	PIPEWORK	
	<p>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.</p> <p><u>Low Temperature Hot Water pipework</u></p> <ul style="list-style-type: none"> • Description: Pipework system including thermal insulation. • Material: Steel • Pipe Types: Circular • Assembly method: Welded, Flanged or screwed. • Classification: LTHW • Pressure limit: 16 bar • Temperature Range: -5°C to +90°C • Pipework Thickness: As per CIBSE and good practice regulations 	<p>Agreed, limited 'grooved' connections will be employed to connect on to the existing 'grooved' pipework.</p>
5.1.1	Supports	
	<p>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.</p>	<p>Agreed.</p>
5.1.2	Bends	
	<p>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.</p>	<p>Agreed.</p>
5.1.3	PIPE SEALING	
	<p>All pipes shall be properly sealed to avoid leakage losses and pressurisation of vapour barrier covered insulation.</p>	<p>Agreed.</p>
5.1.4	PRESSURE TESTING	
	<p>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.</p>	<p>Agreed.</p>
5.1.5	THERMAL INSULATION	
	<p>All thermal insulation will be carried out by the contractor. The insulation provided will have a foil finish or similar to ensure high performance levels under all environmental conditions. All valves are to be insulated with the relevant thermal jackets unless specifically stated and agreed.</p> <p>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.</p>	<p>Agreed.</p>
5.1.6	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., Crane or Pegler Yorkshire. Provide double check valves as manufactured by Hattersley Ltd., Crane or Pegler Yorkshire. Provide pressure-regulating valves as manufactured by Hattersley Ltd., Crane or Pegler Yorkshire. Provide pressure and temperature gauges as manufactured by Hattersley Ltd., Crane or Pegler Yorkshire. Provide mixing valves as manufactured by Hattersley Ltd., Crane or Pegler Yorkshire. 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.	Agreed.																								
5.2	COORDINATION 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.	Agreed.																								
5.3	SETTING OUT OF WORKS The drawings are indicative of the client intent. The Contractor shall verify, take measurement on site as necessary, taking into consideration existing site constraints for the setting out of works.	Agreed.																								
5.4	FIRE STOPPING All trunking, ducting and pipework services penetrations through walls/floors shall be made good to maintain the building integrity and fire barriers. Any holes or damage to the building fabric shall be made good. Penetrations to walls and fire compartments shall be adequately fire stopped to re-establish its original fire rating.	N/A																								
6	PLANT EQUIPMENT SCHEDULE Plant Equipment Schedule. The following table identifies some of the key elements of plant equipment. For any element not covered on this section, refer to the Estates Services team or alternatively the MEP Design Guidance Rev 8 or consult with the STFC project manager or design manager.	All plant and equipment shall be supplied by the client with the exception of the primary HM.																								
	<table><tr><th colspan="4">Equipment / Plant</th></tr><tr><th>Make</th><th>Model</th><th>Description</th><th>Issued by:</th></tr><tr><td>Grundfos</td><td>GRUNDFOS TPED 150-200 Product Code: 92959033</td><td>NEW LTHW Primary pump</td><td>STFC to free issue to contractor</td></tr><tr><td>Grundfos</td><td>Grundfos TPED 50-160/4 A-F-A-BAQE Product Code: 96096558</td><td>New LTHW Secondary pump</td><td>STFC to free issue to contractor</td></tr><tr><td>Remeha</td><td>XI GAS 320 ACE 650 XI GAS 620 ACE 1300 Including Modbus cards</td><td>Boilers</td><td>STFC to free issue to contractor</td></tr><tr><td>Kamstrup</td><td>Multical 603 - Modbus</td><td>Heat Meter</td><td>Service Provider</td></tr></table>	Equipment / Plant				Make	Model	Description	Issued by:	Grundfos	GRUNDFOS TPED 150-200 Product Code: 92959033	NEW LTHW Primary pump	STFC to free issue to contractor	Grundfos	Grundfos TPED 50-160/4 A-F-A-BAQE Product Code: 96096558	New LTHW Secondary pump	STFC to free issue to contractor	Remeha	XI GAS 320 ACE 650 XI GAS 620 ACE 1300 Including Modbus cards	Boilers	STFC to free issue to contractor	Kamstrup	Multical 603 - Modbus	Heat Meter	Service Provider	
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7	TESTING AND COMMISSIONING Testing and Commissioning.	Agreed.																								
7.1	COMMISSIONING This section of the Specification includes: • Works prior to commissioning • Commissioning • Performance testing. The CIBSE and BSRIA publications referred to are as follows: CIBSE Commissioning Codes: • Series B – Heat Sources • Series C – Automatic Controls • Series W – Water Distribution BISRIA Application Guides: • Variable-flow water systems. Design, installation and commissioning guidance. • Manual for Regulating Water Systems. • Commissioning of pipework systems - design considerations guide.	Agreed.																								
7.1.1	PRE-COMMISSIONING Pre-commissioning is the phase of work that takes into account the activities necessary to advance an installation from static completion to the commissioning phase.	Agreed.																								
7.1.2	COMMISSIONING 7.1.2 Commissioning In accordance with the Commissioning Codes, commissioning is defined as 'the advancement of an installation from static completion to full working order to specified requirements'. Commissioning includes the setting to work and regulation of an installation. Commissioning is deemed to be complete when all regulation work has been completed.	Agreed.																								
7.1.3	SCOPE OF WORKS The scope of the commissioning works includes the provision of all labour, apparatus, instruments, materials, tools, plant and equipment required to carry out and record the commissioning and performance testing of all systems and all associated electrical and automatic controls systems. The mechanical services installation shall be commissioned in accordance with the relevant Commissioning Codes, Guides and this specification.	Agreed.																								
7.2	WORKS PRIOR TO COMMISSIONING																									
7.2.1	TESTS Commissioning and performance testing shall only be carried out after the installation has been tested and certified as detailed elsewhere in this Specification. This includes: • Hydraulic pressure testing of pipework • Works testing of plant items.	Agreed.																								
7.2.2	PRE-COMMISSIONING CHECKS Pre-commissioning checks shall be carried out to ensure that all system components are correctly installed. Cleanliness of and water distribution systems is essential. All statically complete systems shall be correct with regard to the details indicated on the drawings and as described in this Specification and clean and safe to operate. To ensure that each system is in a satisfactory and safe condition before start-up carry out the checks in accordance with the recommendations in the relevant CIBSE Commissioning Codes. Where a defect has a bearing on the commissioning of a system or systems it shall be rectified prior to commissioning.	Agreed.																								
7.2.3	PRE-COMMISSIONING WORK All hydraulic systems shall be thoroughly flushed through to ensure removal of any debris in the pipeline systems. When chemical cleaning is applied, procedures shall be implemented to ensure that all residual chemical deposits are removed from the system prior to commissioning.	Agreed.																								
7.2.4	TEST INSTRUMENT DETAILS																									

	<p>The commissioning reports shall give details of the test instruments used indicating the manufacturer's name, model number, serial number, certificate of calibration and correction factors</p> <p>The Contractor shall commission the complete mechanical services installation fully in accordance with the manufacturer's recommendations.</p> <p>The central boiler plant and all associated equipment shall be fully commissioned and set up properly to ensure all circuits and controls are functioning correctly.</p> <p>A commissioning method statement shall be submitted.</p> <p>All hydraulic systems shall be balanced to commissioning codes and best practice guides. All measurements and operational details shall be recorded as commissioning work proceeds and subsequently incorporated into the commissioning manual.</p> <p>All hydraulic regulating devices shall be locked in their final regulated position in an approved manner.</p> <p>All tests shall be offered for witness by STFC Estates, providing a minimum of 3 days notice. The Contractor shall produce simple operating and maintenance instructions for record purposes.</p>	Agreed.
7.3	<p>BUILDERS WORK ASSOCIATED WITH MECHANICAL SERVICES</p> <p>The contractor shall allow for any necessary builder's work within their tender package. These works shall be carried out by specialist building contractors. The contractor shall keep the site clean and tidy at all times and any holes or damage to the building fabric shall be made good. Penetrations to walls and fire compartments shall be adequately fireproofed to re-establish its original fire rating.</p>	Limited scope to pipe openings in insulated cladding panel alongside existing service entries.

Schedule 3 - Charges

- 1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2 UKRI shall accept the supplier quotation by providing a Purchase Order (PO) in return. No additional work is to be carried out by the Supplier before receipt of PO. If any additional issues are discovered during the process, the Supplier should inform UKRI and provide an updated quotation for approval before proceeding with any extra work.
- 3 Monthly evaluation between UKRI and the Supplier will take place over the duration of the contract to enable invoicing in a timely manner.
- 4 The Contract value is £363,964.20 excluding VAT.

PMI Quotation



Project	R100	Contract Nr	xxx	Date	27 Jan '25
SES VO Nr		M/C Ref			

PMI QUOTATION DETAILS
<p>Remove existing boilers x2 c/w header/pumps/PHE and small power wiring.</p> <p>Install new free-issue Rehema boilers and Grundfos primary circulating pumps.</p> <p>Cut in new connection to ASHP header and install new primary circulating loop. Extend/modify BMS connection to new boilers and pumps.</p> <p>Install temporary boiler during shut down and plant deck for loading out.</p>

Programme Implications	Works to be undertaken after instruction only. Works separate to contract works.	VO Status	Quotation	Yes
			Budget	
			Agreed	

SUMMARY OF MEASURED WORK	OMIT	ADD
3.0 Electrical material		FOIA Section 43 Commercial
4.0 Electrical labour		
5.0 Other		
Sub-Total	£0.00	
FOIA Section 43 Commercial		FOIA Section 43 Commercial
Grand Total (Excluding VAT)		£363,964.20

Clarifications & Exclusions:
Client supplied items.
Three of, Remeha natural gas fired boilers.
One, Grundfos Duplex circulating pumps.
Confirmation of increased gas pressure and design within lo-pressure regulations 0mbar - <75mbar.
Client design responsibility

Schedule 4 - Key Personnel

Not Used

Schedule 5 - Change Control Notice

Contract Reference:					
1. Change Request Number:					
2. Requested amendments to Contract (including reasons):					
2.1 Effective date:					
This change is effective from: _____					
2.2 The Contract Term is amended as follows:					
Original Expiry Date: _____ New Expiry Date: _____					
3. Cost impact					
3.1 The Charges are amended as follows:					
	Quantity	Unit cost (£)	Net cost (£)	VAT (£)	Gross cost (£)
Original Contract Value					
New contract Value					
3.2 New Contract terms:					

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Both UKRI and the Supplier agree that they are bound by the terms and conditions set out in this Change Request and, except as set out in this Change Request, all terms and conditions of the Contract remain in full force and effect.

Signed on behalf of

Signed on behalf of

UK Research and Innovation

SES (Engineering Services) Limited

by:

by:

Signature of authorised officer

Signature of authorised person

Name of authorised officer (please print)

Name of authorised person (please print)

Date

Date