



Turner Price,
Wiltshire Road,
Hull, HU4 6PD

██████████ Head of Group Accounts)

CC ██████████ (Account Manager)

By email to: ██████████

██████████ price.co.uk

Date: 9th April 2025

Your ref:

Our ref: **UKRI-3727** (under PCR2015)

Dear Sirs,

Award of UKRI-3727 Framework Agreement for the provision of The British Antarctic Survey (BAS) Antarctic Food Supplies

Following your tender for the provision of The British Antarctic Survey (BAS) Antarctic Food Supplies to UKRI-BAS, we are pleased to award this framework agreement ("**Agreement**") to you.

This letter ("**Award Letter**") and its Schedule(s) set out the terms of the Agreement 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) **Turner Price Limited**, a company incorporated and registered in United Kingdom, with company number 02732141 and registered VAT number 598964353, a business with its trading address at Wiltshire Road, Hull, HU4 6PD (the "**Supplier**")

(each a "**Party**" and together the "**Parties**").

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 Agreement.

The Agreement is a framework under which UKRI may from time to time procure Goods and/or Services from the Supplier. When UKRI wishes to do so, the Parties shall use all reasonable endeavours to agree in good faith a call-off contract ("**Contract**") in relation to those Goods and/or Services within such timeframes as are reasonable. Each Contract may be documented by a further award letter, another form of contractual document, or (in the case of simpler Contracts) the issuance by UKRI and acceptance by the Supplier of a Purchase Order.

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

Term

- 1 Commencement Date: 11th April 2025
- 2 Expiry Date: 10th April 2028 initial 36-months
- 3 UKRI may extend this Agreement for a period of up to 12-months by giving not less than two-months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of this Agreement 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;
- 5.1 The Supplier's prices, detailed in Schedule 3 of this Agreement, shall remain firm and fixed for an initial term of 12-months from the Commencement Date of the Agreement. After the initial term, the rates may be increased on an annual basis.
- 5.2 Any request must be supported by written evidence documenting the change in costs in line with the RPI percentage for Food and Catering. UKRI may also consider other pricing indices as needed to include but not limited to CPI, economic and industry data, manufacturer or supplier information noting the increase in pricing and any other date UKRI deems relevant.
- 5.3 Following the presentation of supporting documentation, both parties will have 30 days to review the information and to prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by both parties.
- 5.4 If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.
- 5.5 The relevant adjustment shall be determined by multiplying the relevant amount by the lower of either 5% or the percentage increase in the RPI percentage for Food and Catering, published for the 12 months immediately preceding the relevant adjustment date.
- 5.6 The Contractor remains responsible for the contract activities at the current price for all orders received before the mutual execution of the Contract Change Notice (CCN) indicating the start date of the new pricing period.
- 6 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: UK Research and Innovation c/o UK SBS Ltd, Polaris House, North Star Avenue, Swindon, SN2 1FF.
- 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. Agreement 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 21.4, the Supplier's Limit of Liability under this Agreement and/or any Contract shall be: 125% of the total aggregate Charges paid and payable to the Supplier under this Agreement and any Contract.

Insurances

- 9 The Supplier is not required to maintain the following insurance policies referred to in clause 20.1 of the Conditions:
- (a) 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 million per claim
 - (b) product liability insurance for not less than £5 million for claims arising from any single event

Notices

- 10 The address for notices of the Parties are:

UKRI

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

Attn: [REDACTED] (Commercial Business Partner)

Email: commercial@ukri.org

Supplier

Turner Price Limited, Wiltshire Road, Hull, HU4
6PD

Attn: [REDACTED] (Account Manager)

[REDACTED] [@turner-price.co.uk](mailto:[REDACTED]@turner-price.co.uk)

Liaison & Disputes

11 For general liaison your contact will continue to be [REDACTED] [uk](#) or, in their absence, [REDACTED] [ac.uk](#).

12 Pursuant to Clause 33.3, Disputes shall be escalated to the following individuals:

(c) Stage 1 escalation:

UKRI: UKRI: [REDACTED] (Commercial Business Partner)

Supplier [REDACTED] (Account Manager)

Email [REDACTED]

(d) Stage 2 escalation:

UKRI: UKRI Head of Commercial

Supplier: [REDACTED] (Sales Director [REDACTED] [co.uk](#) [REDACTED])

[REDACTED] (Managing Director) [REDACTED] [k](#)

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 Agreement by signing and returning the enclosed copy of this letter to [REDACTED] at the above address. No other form of acknowledgement will be accepted. Please remember to quote reference number UKRI-3727 in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of United [REDACTED]

[REDACTED]

Name: [REDACTED]

Position: [REDACTED]

Date: [REDACTED]

We accept the terms set out in this Award Letter and the Schedule(s), together forming the framework Agreement.

Signed for and on [REDACTED]

[REDACTED]

Position: [REDACTED]

Date: [REDACTED]

Sales Director

11/04/2025

Schedule 1 - The Conditions

1 INTERPRETATION

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

Agreement: means the framework agreement between UKRI and the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Schedules;

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 or any Contract;

Commencement Date: means the date for the start of the Agreement 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 Agreement 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 Agreement and of any subsequent agreement entered into in relation to this Agreement (including any Contract);
- (e) the fact that discussions and negotiations are taking place concerning this Agreement 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 Agreement 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 Agreement or failure to pay any sub-contractor as required pursuant to clause 11.9;

Contract: means a call-off contract for the provision of Goods and/or Services agreed between the Parties under this Agreement;

Contract Commencement Date and **Contract Expiry Date** each have the meanings given in clause 4.3(a);

Contract Term: means the term of a Contract, beginning on the Contract Commencement Date and ending on the Contract Expiry Date (unless the Contract is terminated earlier in accordance with its provisions or those of this Agreement);

Cyber Essentials Questionnaire: UKRI's questionnaire for suppliers regarding their cyber security arrangements, a copy of which is available from UKRI on request;

Data Protection Legislation: means, for the periods in which they are in force in the UK, 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 European Union Withdrawal Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the GDPR (or in each case any successor legislation) 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 UK's Information Commissioner's Office, in each case as amended or substituted from time to time;

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 Agreements 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 Agreements 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 7. "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 specified by UKRI in writing and if no such date is specified, within 28 days of the date of UKRI's written request;

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 Agreement or any Contact;

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;

Expiry Date: means the date for expiry of the Agreement 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;

GDPR: means:

- (a) the General Data Protection Regulations (Regulation (EU) 2016/679) which came into force on 25 May 2018; or
- (b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);

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;

Good Industry Practice: means all relevant practices and professional standards that would be expected of a well-managed, expert service provider performing services substantially similar to the Services or supplies substantially similar to the Goods to customers of a substantially similar size and nature to UKRI;

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

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, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Key Personnel: means any persons specified as such in Schedule 4, in any Contract, 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 9.3;

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;

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 Agreement and/or any Contract in one or more of the circumstances described in either regulation 73(1) of the Public Procurement 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 9.3, its cause and its anticipated duration and impact on the Agreement or any 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 minimised and future performance of the Agreement or relevant 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 Agreement 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 Agreement as set out in Schedule 2 or in any Contract;

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 Agreement or any 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 Agreement;

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

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 Agreement and any 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) References to the singular include the plural and vice versa.
- (d) 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.
- (e) 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.
- (f) Headings are for ease of reference only and do not affect interpretation or construction.
- (g) A reference to writing or written includes e-mails.
- (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 AGREEMENT

- 2.1 The Agreement 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 Agreement 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 Agreement.

4 FRAMEWORK AND AGREEMENT OF CONTRACTS

- 4.1 If UKRI wishes to procure Goods and/or Services from the Supplier and the Supplier agrees to supply such Goods and/or Services, the Parties shall use all reasonable endeavours to agree in good faith a detailed Contract in relation to those Goods and/or Services within such timeframes as are consistent with the reasonable requirements of the Parties.
- 4.2 Any Contract may take such form as the Parties may agree. However, the Parties anticipate that:
- (a) higher-value or higher-complexity Contracts may take the form of a further award letter with associated terms, in the form of the template set out in Schedule [x] to this Agreement; and
 - (b) lower-value or lower-complexity Contracts may be agreed by the issuance of a purchase order by UKRI and the acceptance of that purchase order by the Supplier.
- 4.3 The Parties shall generally ensure that each Contract addresses the following (in each case to the extent relevant to its subject matter):
- (a) the date on which the Contract shall come into force (the “**Contract Commencement Date**”) and on which it shall expire unless terminated earlier (the “**Contract Expiry Date**”). If the Contract does not expressly identify a Contract Commencement Date then it shall be deemed to be the date on which the Contract is accepted by the Supplier. If the Contract does not expressly identify a Contract Expiry Date then it shall be deemed to be the date on which all Goods under the Contract have been Delivered and have passed all applicable acceptance, validation or qualification tests and all Services under the Contract have been performed in accordance with the Contract’s requirements;
 - (b) a description of the Good and/or Services ordered, together with any Specification (to the extent differing from, or additional to, any Specification set out in Schedule 2);
 - (c) details of any Deliverables to be provided;
 - (d) dates for performance (including any manufacture, testing, delivery, installation, commissioning and validation of Goods, as applicable, and any performance of Services and provision of Deliverables);

- (e) details of the applicable Charges (to the extent differing from, or additional to, the Charges described in Schedule 3), and any invoicing schedule in relation to the Goods or Services (to the extent differing from the provisions of this Agreement);
 - (f) any Key Personnel relevant to the supplies under the Contract (to the extent not already identified in Schedule 4 or otherwise in writing);
 - (g) any dependencies, materials or facilities which must be provided or made available by UKRI in order for the Supplier to provide the relevant Goods and/or Services; and
 - (h) any special terms or conditions of the Contract.
- 4.4 A Contract shall be effective once signed or accepted in writing by both Parties, and the Supplier shall not commence work in relation to any Contract until it is so signed or accepted. If the Supplier commences work prior to the relevant Contract being signed or accepted, it shall do so at its own risk.
- 4.5 Each Contract shall constitute a separate contract and shall be separately terminable in accordance with the provisions of this Agreement and its own provisions. Unless expressly provided otherwise, each Contract shall be deemed to incorporate the provisions of this Agreement in their entirety, and shall be made on the terms and conditions of this Agreement and any further terms and conditions set out Contract 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).
- 4.6 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of:
- (a) this Agreement and those of a Contract, the terms and conditions of the Contract shall take priority; and
 - (b) one Contract and those of another Contract, the terms and conditions of the later Contract shall take priority.
- 4.7 The Supplier acknowledges that, in entering this Agreement, no form of exclusivity or guarantee has been granted by UKRI for the Goods or Services and that UKRI is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all goods or services which are the same as or similar to the Good or Services.

5 SUPPLY OF SERVICES

- 5.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall for the Contract Term provide the Services to UKRI in accordance with the terms of this Agreement and any Contract.

5.2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Specification or notified to the Supplier by UKRI.

5.3 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 Agreement and any Contract;
- (d) ensure that the Services and Deliverables will conform with the Specifications and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by UKRI;
- (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, and all goods and materials 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.

5.4 UKRI's rights under this Agreement and any 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.

6 SUPPLY OF GOODS

6.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall supply all Goods in accordance with the Agreement and any 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;
- (d) 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 from time to time; and
- (g) be destined for supply into, and fully compliant for use in, the United Kingdom (unless specifically stated otherwise in the Specification).

6.2 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.

6.3 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 Agreement.

6.4 UKRI and its representatives shall have the right to inspect and test the Goods at any time before Delivery.

6.5 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 6.1, UKRI shall inform the

Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

- 6.6 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 Agreement, and UKRI shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 6.7 UKRI's rights under the Agreement 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.

7 DELIVERY

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.

- 7.6 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.
- 7.7 The Supplier shall not deliver the Goods in instalments without prior written consent from UKRI. Where it is agreed that the Goods are to be delivered in instalments, they may be invoiced and paid for separately.
- 7.8 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.
- 7.9 Without prejudice to UKRI's statutory rights, UKRI will not be deemed to have accepted any Goods until:
- (a) where no specific acceptance testing, validation or qualification procedures have been agreed between the Parties, it has had at least 14 Working Days after Delivery to inspect them; or
 - (b) where any acceptance testing, validation or qualification procedures have been agreed between the parties, such time as all tests and procedures have been successfully passed in accordance with their agreed criteria,
- and UKRI also has the right to reject any Goods as though they had not been accepted for 14 Working Days after any latent defect in the Goods has become apparent.
- 7.10 Without prejudice to clause 14.1, 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.

8 TITLE, RISK AND USE

- 8.1 Without prejudice to any other rights or remedies of UKRI, title and risk in the Goods shall pass to UKRI on completion of Delivery.
- 8.2 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.

9 REMEDIES

- 9.1 UKRI's rights and remedies under the Agreement and any Contract are in addition to its rights and remedies implied by statute and common law.
- 9.2 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 6, or do not pass any acceptance testing, validation or qualification procedures within the timeframes agreed by the Parties in relation to such procedures, then without limiting any of its other rights or remedies, UKRI shall be entitled to:
- (a) terminate the Agreement or relevant 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) 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.
- 9.3 Without prejudice to any of its other rights or remedies, in the event that:

- (a) UKRI considers the Supplier is in breach of, or is likely to breach, clause 5.2 and the breach is capable of remedy; or
- (b) the Supplier commits a breach of clause 5.3 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.

9.4 Where the Supplier fails to provide a Remediation Plan in accordance with the timescales specified in clause 9.3 or fails to comply with any approved Rectification Plan, UKRI shall be entitled to:

- (a) terminate the Agreement or relevant Contract with immediate effect by giving written notice to the Supplier;
- (b) recover from the Supplier any 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 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 9.4.

9.5 The provisions of this Agreement (and any relevant provisions of any Contract) shall apply to any repaired or replacement Goods and any substituted or remedial Services provided by the Supplier.

10 UKRI OBLIGATIONS

10.1 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.

11 CHARGES AND PAYMENT

- 11.1 The Charges for the Goods and/or Services are set out in Schedule 3 (or, as applicable, in the Contract), 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.
- 11.2 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.
- 11.3 The Supplier shall invoice UKRI at the times specified in Schedule 3 (or in the applicable Contract) and in accordance with this clause 11. If an invoicing schedule is not specified in Schedule 3 (or the applicable Contract), the Supplier shall invoice UKRI on or after the Delivery of the Goods or completion of the Services.
- 11.4 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).
- 11.5 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.
- 11.6 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 11.5 after a reasonable time has passed (which shall be no less than 14 calendar days).
- 11.7 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 Agreement for a failure to pay undisputed invoice in accordance with clause 22.5. Any disputed invoices shall be resolved through the dispute resolution procedure detailed in Clause 33.
- 11.8 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.

11.9 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:

- (a) provisions having the same effects as clauses 11.3 to 11.8 of this Agreement; 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 11.3 to 11.9 of this Agreement.
- (c) In this clause 11.9, “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 Agreement or any Contract.

11.10 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 Agreement or any Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Agreement), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with UKRI.

12 TAXATION OBLIGATIONS OF THE SUPPLIER

12.1 The Supplier shall be fully responsible for all its own tax including any national insurance contributions arising from supplying the Goods and/or Services.

12.2 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.

13 UKRI PROPERTY

13.1 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 Agreement and in accordance with written instructions or authorisation from UKRI.

- 13.2 UKRI's Materials shall be returned promptly to UKRI on expiry or termination of the Agreement or, if provided in relation to a particular Contract, the relevant Contract.
- 13.3 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.

14 PREMISES

- 14.1 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.
- 14.2 All equipment, tools and vehicles brought onto UKRI's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 14.3 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 Agreement (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.
- 14.4 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, 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.

15 STAFF AND KEY PERSONNEL

15.1 If UKRI believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, 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.

15.2 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 Agreement, 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 Agreement; and
- (d) procure that all Staff comply with any rules, regulations and requirements reasonably specified by UKRI.

15.3 Any Key Personnel shall not be released from supplying the Goods and/or Services without the agreement of UKRI, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

15.4 Any replacement to the Key Personnel shall be subject to the prior written agreement of UKRI (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Goods and/or Services.

16 TUPE

- 16.1 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.

17 ASSIGNMENT AND SUB-CONTRACTING

- 17.1 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 Agreement or any part of the Agreement. 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.
- 17.2 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.
- 17.3 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 Agreements Regulations 2015 (as amended) apply to the subcontractors or where that subcontractor has caused any material breach of this Agreement or any Contract.
- 17.4 UKRI may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

18 INTELLECTUAL PROPERTY RIGHTS

- 18.1 All Intellectual Property Rights in any materials created or developed by the Supplier pursuant to this Agreement or any Contract or arising as a result of the supply of the Goods and/or Services, including the Deliverables, shall vest in UKRI. If, and to the extent, that the ownership of any Intellectual Property Rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns ownership of such Intellectual Property Rights to UKRI by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights, all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).
- 18.2 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.

18.3 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 Agreement and any Contract, including all rights, title and interest in and to the Intellectual Property Rights assigned to UKRI in accordance with clause 18.1.

18.4 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 Agreement 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 Agreement (or as applicable the relevant Contract) for the sole purpose of enabling the Supplier to perform its obligations under the Agreement (or that Contract).

18.5 Without prejudice to clause 18.1, the Supplier hereby grants UKRI a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

- (a) any Intellectual Property Rights vested in or licensed to the Supplier on the date of this Agreement to the extent not falling within clause 18.1; and
- (b) any Intellectual Property Rights created during the Term to the extent not falling within clause 18.1,

including any modifications to or derivative versions of any such Intellectual Property Rights, which UKRI reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Goods and/or Services provided.

19 WARRANTIES AND INDEMNITY

19.1 The Supplier warrants and represents (on an ongoing basis) that:

- (a) it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Agreement and each Contract;
- (b) this Agreement is executed by a duly authorised representative of the Supplier;
- (c) it does not and will not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the performance of this Agreement or any

Contract, save to the extent fully disclosed to and approved by UKRI prior to the Commencement Date (or as applicable the Contract Commencement Date);

- (d) as at the Commencement Date, all information, statements and representations contained in any tender submitted by the Supplier prior to entering into this Agreement are true, accurate and not misleading save as may have been specifically disclosed in writing to UKRI before the execution of this Agreement, and it will promptly advise UKRI of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
- (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Agreement or any Contract which may be entered into;
- (f) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Agreement or any Contract; and
- (g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of its assets or revenue.

19.2 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 Agreement or any 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 16 of the Agreement or any Contract.

19.3 This clause 19 shall survive termination or expiry of the Agreement.

20 INSURANCE

20.1 Unless otherwise specified in the Award Letter, during the Term of the Agreement and for a period of 6 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 Agreement or any Contract.

- (a) Professional indemnity insurance for not less than £5 million per claim;
- (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 million per claim;
- (c) public liability insurance for not less than £5 million per claim;
- (d) employer liability insurance for not less than £5 million per claim; and
- (e) product liability insurance for not less than £5 million for claims arising from any single event.

The Supplier shall ensure that UKRI's interest is noted on each insurance policy, or that a generic interest clause has been included.

20.2 On request from UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.

20.3 From the Commencement Date, the Supplier shall notify UKRI in writing of any employer's liability or public liability incident arising out of or in connection with this Agreement or any 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.

- 20.4 The Supplier shall keep UKRI informed and up-to-date on the progress of any incident referred to in clause 20.3 and related claims, decisions taken in respect of liability and any movement of reserves with respect thereto.
- 20.5 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Agreement which they are contracted to fulfil.
- 20.6 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.
- 20.7 The Supplier's liabilities under the Agreement or any Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause 20.1.
- 20.8 If the Supplier fails or is unable to maintain insurance in accordance with clause 20.1, 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.

21 LIABILITY

- 21.1 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 Agreement or any 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 Agreement or any Contract.
- 21.2 Subject to clause 21.6, 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; or
 - (e) any loss, damage, costs or expenses suffered or incurred by any third party.

- 21.3 Subject to clause 21.6, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement or any 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 under the Contract in connection with which such liability arises (or, where such liability does not arise in connection with any particular Contract, the Charges paid or payable to the Supplier under all Contracts).
- 21.4 Subject always to clause 21.5 and 21.6, the Supplier's aggregate liability in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement or any 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.
- 21.5 The Supplier's liability under the indemnity in clause 19.2(b), 30.1 and 28.7 shall be unlimited.
- 21.6 Nothing in the Agreement 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 other matter which, by law, may not be excluded or limited.

22 TERMINATION

- 22.1 UKRI may terminate the Agreement or any Contract in whole or in part at any time before the Goods and/or Services are provided with immediate effect by giving the Supplier 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.

22.2 UKRI may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 3 months (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

22.3 UKRI may terminate the Agreement or any Contract with immediate effect by giving written notice to the Supplier if:

- (a) the circumstances set out in clauses 9.2, 9.4 or 30.1 apply; or
- (b) the Supplier is in material breach of any obligation under the Agreement or any Contract which is not capable of remedy; or
- (c) the Supplier breaches any term of the Agreement or any 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 Agreement or any 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 Agreement; 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 22.3(e) to clause 22.3(k) inclusive; or
- (m) 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 Agreement 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.

22.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 22.3(m) or any potential such change of control.

22.5 The Supplier may terminate the Agreement by written notice to UKRI if UKRI has not paid any undisputed invoice within 90 days of it falling due.

22.6 Termination or expiry of the Agreement or any 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 5, 6, 7, 8, 12, 13, 16, 18, 19, 20, 21, 25, 26, 27, 28, 29, 30, 35, 37, 38 or any other provision of the Agreement or the relevant Contract that either expressly or by implication has effect after termination.

22.7 Termination of this Agreement (for whatever reason) shall give rise to termination of each Contract unless and to the extent UKRI, by serving notice in writing, requires the Supplier to complete any of the Contracts.

22.8 Upon termination or expiry of the Agreement (or as applicable any Contract), the Supplier shall immediately:

- (a) cease all work on the Agreement (or the relevant Contract);
- (b) deliver to UKRI all Deliverables and all work-in-progress under this Agreement (or the relevant Contract) whether or not then complete. If the Supplier fails to do so, UKRI and/or its representatives shall have the right to enter the Supplier's premises (which the Supplier shall not refuse) in order to take possession of all Deliverables and all work-in-progress. The Supplier shall allow UKRI and its representatives such access and assistance as required by UKRI and its representatives to take possession of the Deliverables and the work-in-progress. Until the Deliverables and the work-in-progress have been returned to UKRI, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement or the relevant Contract;
- (c) cease use of and return (or, at UKRI's election, destroy) all of UKRI's Materials in the Supplier's possession or control (except to the extent their retention is necessary for the performance of any Contract which is continuing); 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 25.3 (except to the extent its retention is necessary for the performance of any Contract which is continuing).

23 DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT

- 23.1 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 22.8 and this clause 23 will continue to apply as from the time when the Declaration of Ineffectiveness is made.
- 23.2 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.
- 23.3 Consistent with UKRI's rights of termination implied into the Agreement and any Contract by Public Agreements Regulations 2015 (as amended), in the event of a Public Procurement Termination Event, UKRI shall promptly notify the Supplier and the provisions of clause 22.8 and this clause 23 shall apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event.

- 23.4 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.
- 23.5 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 Agreement and relevant Contracts 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.
- 23.6 Where there is any conflict between the provisions of clause 22.8 and this clause 23 and the contingency plan then the clauses of this Agreement shall take precedence.
- 23.7 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.

24 GOVERNANCE AND RECORDS

- 24.1 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.
- 24.2 The Supplier shall keep and maintain until 6 years after the expiry or termination of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement 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 Agreement.
- 24.3 UKRI may from time to time require the Supplier to complete the Cyber Essentials Questionnaire. The Supplier shall submit a completed Cyber Essentials Questionnaire to

UKRI within 10 Working Days of a request from UKRI. UKRI shall not be liable for the Supplier's or the Staff's costs in complying with this clause 24.3.

- 24.4 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 Agreement. The Supplier shall provide such records to UKRI within 10 Working Days of a request from UKRI.
- 24.5 Where the estimated aggregate annual Charges under this Agreement and any Contracts are above £5 million, the Supplier shall:
- (a) advertise on the UK Government's Agreements Finder website all sub-contractor opportunities above £25,000 arising from and in connection with this Agreement or the relevant Contracts. Each advert shall provide a full and detailed description of the sub-contract opportunity with each of the mandatory fields on Agreements Finder being completed.
 - (b) within 90 days of awarding a sub-contract, update the notice on Agreements Finder with details of the successful sub-contractor;
 - (c) monitor the number, type and value of the sub-contract opportunities placed on Agreements Finder in its supply chain during the Term;
 - (d) provide reports on the information at clause 24.5(c) to UKRI in the format and frequency reasonably requested by UKRI; and
 - (e) promote Agreements Finder to its suppliers and encourage those organisations to register on Agreements Finder.
- 24.6 Clause 24.5 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 24.5 in respect of any sub-contractor opportunity.

25 CONFIDENTIAL INFORMATION

- 25.1 Subject to clause 25.2, 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 Agreement or any Contract.
- 25.2 Notwithstanding clause 25.1, 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 on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause (e) shall observe the Supplier's confidentiality obligations under the Agreement; 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 29;
 - (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 25.

25.3 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 Agreement, and no copies shall be kept.

26 TRANSPARENCY

26.1 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 Agreement and any Contract is not Confidential Information and the Supplier hereby gives its consent for UKRI to publish this Agreement or any 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 Agreement or any 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 Agreement or any Contract is exempt from disclosure in accordance with the provisions of the FOIA or EIR.

27 PUBLICITY

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

28 DATA PROTECTION

- 28.1 In this clause 28, the terms, “**processes**”, “**controller**”, “**processor**”, “**sub-processor**”, “**data subject**” and “**personal data**” shall have the same meanings given to them under Data Protection Legislation. “**UKRI Personal Data**” shall mean Personal Data which is processed by the Supplier on UKRI's behalf and not by the Supplier as a controller in its own right.
- 28.2 The Supplier shall itself, and shall procure that the Staff, comply with all Data Protection Legislation in relation to any Personal Data processed by it, whether as a controller or processor.
- 28.3 The Parties acknowledge that for the purposes of Data Protection Legislation, UKRI is the data controller and the Supplier is the data processor of any UKRI Personal Data. The scope, nature, purposes, and duration of processing, and the types of personal data and data subjects concerned, shall all be as described in the Specifications for the relevant Services.
- 28.4 Without limiting clauses 28.3 and 28.2, when it acts as UKRI's processor the Supplier shall at all times (and shall ensure that at all times its Staff):
- (a) process UKRI Personal Data only in accordance with the documented instructions received from UKRI and during the Term of this Agreement the Supplier shall immediately inform UKRI if, in the Supplier's opinion, an instruction from UKRI infringes the Data Protection Legislation or any other applicable Law;
 - (b) ensure that any person to whom it provides the UKRI Personal Data is subject to appropriate confidentiality obligations;

- (c) have in place a suitably qualified data protection representative to manage the UKRI Personal Data;
- (d) disclose any UKRI Personal Data only on a need to know basis to Staff directly concerned with the provision of the Goods and/or Services;
- (e) not transfer or direct the transfer of any UKRI Personal Data to any third party or process or direct the processing of UKRI Personal Data outside of the European Economic Area in each case without UKRI's prior written consent (which consent may be subject to conditions as directed by UKRI);
- (f) keep all UKRI Personal Data confidential, and have in place now and shall on a continuing basis take all reasonable appropriate technical and organisational measures to keep all UKRI Personal Data confidential and secure and to protect against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access;
- (g) keep records of its data processing activities performed under this Agreement in order to be able to provide information included in those records to the data protection authorities, upon request, including but not limited to the Information Commissioner. Records should include:
 - (i) details of the data controller and data processor and their representatives;
 - (ii) the categories of processing activities that are performed;
 - (iii) information regarding cross-border data transfers; and
 - (iv) a general description of the security measures that are implemented;
- (h) upon request by UKRI, promptly do such other acts in relation to the UKRI Personal Data, or any part thereof, as UKRI shall request to enable UKRI to comply with its obligations under the Data Protection Legislation;
- (i) notify UKRI promptly (and at least within 24 hours) if it receives a request from a data subject or a complaint relating to a data subject and promptly provide UKRI with all such data, information, cooperation and assistance as is required by UKRI in order to respond to and resolve the request or complaint within any applicable time frames;
- (j) provide such information and allow for and contribute to audits, including inspections, conducted by UKRI or an auditor mandated by UKRI, as is reasonably necessary to enable UKRI to satisfy itself of the Supplier's compliance with this clause 28 and the Data Protection Legislation;

- (k) on termination or expiry of this Agreement, and at any other time on UKRI's request, either return or destroy (as elected by UKRI) the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation; and
- (l) notify UKRI without undue delay on becoming aware of any Personal Data Breach and promptly following notification, provide such data, information and assistance as is required by UKRI in order for UKRI to notify the Personal Data Breach to the Information Commissioner and/or data subject(s) and otherwise fulfil its obligations under Data Protection Legislation.

28.5 The Supplier shall only use a sub-processor with UKRI's formal written consent (specific or general, although where general consent is obtained processors must notify all and any changes to UKRI, giving them an opportunity to object).

28.6 To the extent that UKRI provides its consent pursuant to clause 28.5, the Supplier shall flow down the contractual obligations contained in clause 28.4 to sub-processors.

28.7 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 Agreement that results in UKRI suffering fines, loss or damages.

29 FREEDOM OF INFORMATION

29.1 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 Agreement or any Contract;
- (b) transfer to UKRI all Requests for Information relating to this Agreement or any 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.

29.2 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,
- 29.3 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.
- 29.4 Where clause 29.3(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.
- 29.5 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 Agreement or any Contract.

30 CORRUPTION AND TAX EVASION

- 30.1 Without prejudice to any other rights or remedies available to UKRI, UKRI shall be entitled to terminate the Agreement and any 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 Agreement, or any other agreement with UKRI or any Public Body;
 - (b) has entered into the Agreement 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 Agreement is entered into;
 - (c) engages in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK or under sections 45(5) or 46(6) of the Criminal Finances Act 2017; or
 - (d) gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

- 30.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud, bribery or tax evasion by the Supplier and/or the Supplier's Associates in connection with the Agreement (including the commission of any act referred to in clause 30.1), and will have, maintain in place throughout the term of this Agreement and enforce its own policies and procedures, in relation to any-bribery and anti-facilitation of tax evasion including adequate procedures under the Bribery Act 2010
- 30.3 The Supplier shall notify UKRI immediately if it has reason to suspect that any fraud or tax evasion has occurred or is occurring or is likely to occur, or if it has received any request or demand for any undue financial or other advantage of any kind; or to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this Agreement.
- 30.4 For the purposes of clause 30.1, "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).

31 MODERN SLAVERY ACT 2015

- 31.1 In performing its obligations under this Agreement or any 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.
- 31.2 UKRI may from time to time require the Supplier to provide information and evidence to demonstrate its and its sub-contractors' compliance with clause 31.1. The Supplier shall provide such information with 10 Working Days of a request from UKRI for the same. A breach of this clause 31.1 shall be deemed a material breach which is incapable of remedy for the purpose of clause 22.3(b).

32 FORCE MAJEURE

- 32.1 Neither Party shall in any circumstances be liable to the other for any delay or non-performance of its obligations under this Agreement or any Contract to the extent that such delay or non-performance is due to a Force Majeure Event. Subject to Clause 32.3, the date

for performance of any affected obligations will be suspended for a period equal to the delay caused by the Force Majeure Event.

32.2 If a Party is delayed in or prevented from performing its obligations under this Agreement or any 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.

32.3 If the Force Majeure Event continues for a period of 30 (thirty) days or more following notification, then either Party may terminate this Agreement, and/or any affected Contract, by giving not less than 10 (ten) days' prior written notice to the other Party.

32.4 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.

33 DISPUTE RESOLUTION

33.1 The Parties agree to co-operate with each other in an amicable manner with a view to achieving the successful implementation of this Agreement and any Contract agreed under it.

33.2 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 33.3.

33.3 A Dispute referred for determination under clause 33.2 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 33.3(a) such Dispute shall be referred to the individuals for each Party referred to in the Award Letter for stage 2 escalations.

33.4 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in Clause 33.3(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.

33.5 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.

33.6 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 33, such clause not applying in respect of any circumstances where such remedies are sought.

34 CHANGE CONTROL PROCEDURE

34.1 In the event that either Party desires any change the terms of this Agreement or any Contract which may materially impact on the timings, scope, Specification or Charges of the Goods or Services, or the scope of either parties' obligations under this Agreement or the relevant Contract, or which the relevant Party otherwise reasonably determines warrants the use of this change control procedure, 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 Agreement) 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 Goods or 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 Agreement and/or affected 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.

- (d) If there is any conflict between the terms and conditions set out in the Agreement or any 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 Agreement or any Contract, nor be entitled to an increase in the Charges as the result of:
 - (i) a General Change in Law; 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 of this Agreement, or, where the Change Request relates to a Contract, the applicable Contract Commencement Date.

34.2 The Parties agree that any variations to the Agreement or any Contract to reflect non-material changes (including for example a change to the name/contact details of a Party's representative) may be agreed in writing and shall not be required to be made in accordance with the procedure in this clause 34, provided always that UKRI shall, in their absolute discretion, decide whether a proposed change is non-material for these purposes.

35 ENTIRE AGREEMENT

35.1 The Agreement (together with any Contract) constitutes the entire agreement between UKRI and the Supplier in relation to the supply of the Services and/or Goods and the Agreement (together with any 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 Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

36 NOTICES

36.1 Any notice to be given under the Agreement or any Contract shall be in writing and may be served by personal delivery, first class or recorded post or, subject to clause 36.3, 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.

36.2 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.

- 36.3 Notices under clauses 22, 23 and 32 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 36.1.

37 GENERAL

- 37.1 If any court or competent authority finds that any provision of the Agreement or any 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 Agreement shall not be affected.
- 37.2 The Parties may execute this Agreement or any Contract in any number of counterparts, each of which when executed and delivered will be an original but all of which when taken together will constitute one agreement.
- 37.3 If any invalid, unenforceable or illegal provision of the Agreement or any 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.
- 37.4 A waiver of any right or remedy under the Agreement or any 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 Agreement or any 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.
- 37.5 The Agreement and any 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 Agreement or the applicable Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 37.6 A person who is not a Party to this Agreement or any Contract shall have no right to enforce any of their provisions, which expressly or by implication, confer a benefit on him or her, without the prior written agreement of the Parties.
- 37.7 The Agreement, and any Contract, cannot be varied except in writing signed by a duly authorised representative of both the Parties.

38 GOVERNING LAW AND JURISDICTION.

- 38.1 The Agreement and any Contract, and any dispute or claim arising out of or in connection with them or their 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

The Supplier shall provide the Goods and/or Services in accordance with this Schedule 2, any further specifications set out in any Contract, and any documents incorporated or referred to in this Schedule 2 or any Contract.

Appendix A - Specification

Tender Subject: Framework Agreement For the provision of British Antarctic Survey (BAS) Antarctic Food Supplies

Tender Reference Number: UKRI-3727

1. Introduction

The British Antarctic Survey operates five research stations and a polar research ship in and around Antarctica, in the summer there can be more than 250 scientist and support personnel stationed around the region; without adequate provisions these personnel will be unable to survive.

There are few opportunities to supply the commodities required, and being such a critical support element **it is essential that the Supplier is capable of meeting our requirements, both in terms of supply & deadlines.**

Scope

This tender is for the supply of BAS Antarctic Food supplies comprising; **dry, frozen, bonded, ration pack and non-food catering related provisions** in bulk for personnel on the 5 x Antarctic stations, on board the BAS polar research ship (SDA); and adhoc 'Top-Up' supplies for Research Cruises/ Voyages.

UKRI-BAS may also procure provisions from Port Agents / Chandlers in ports around the UK and the world. The scope of port agents covers virtually anything that the ship might need. As far as catering is concerned this is how we procure our fresh fruit and vegetables for the stations and the SDA plus some fresh meat and various top ups, mainly for ship use.

Background

The British Antarctic Survey (BAS) provide ~80,000 bed nights to BAS staff, visitors and collaborators each year to research stations in the Antarctic and sub-Antarctic, along with the research vessel *Sir David Attenborough* (SDA). There are 5 Antarctic Research Stations:

1. Rothera
2. Halley VI
3. Bird Island (BI)
4. King Edward Point (KEP); and
5. Signy.

Late September/ early October, both the SDA ship and the stations require an annual bulk supply of dry and frozen provisions, along with bonded items, to sustain the station population.

- ❖ This requires a VERY LARGE DELIVERY of provisions to the **UK port of Harwich** during vessel loading before it proceeds south for the austral summer.

- ❖ This is quite a complex offshore and export order with bonded stores and HMRC regulations to contend with. See section 7, Documentation.

2. The SDA ship additionally requires adhoc 'Top-Up' supplies during its UK Research cruises/ voyages at various UK port calls – generally between May and October each year.

Price Stability

All Prices shall remain **firm and fixed for 12-months from Commencement Date of the Agreement**. Thereafter prices may be subject to change in accordance with the Agreement Terms and Conditions (Appendix C).

Delivery

Deliveries of both a) ships stores and b) station supplies, (including bonded stores) are co-ordinated by BAS to a **nominated UK Port**. If otherwise the Supplier will be notified accordingly.

- With current UK shipping/ packing timelines expected, **the unit MUST be received, fully compliant with all appropriate shipping regulations, at the named UK Port below, by 30 September LATEST each year.**
 - To: UK port – Harwich International Port CO12 4SR

All deliveries are **Free Along Side (FAS, INCO terms 2020)** to the named UK port.

- BAS Supply Chain Logistics (SCL) will advise receiving dates. Supplier is responsible for transportation from their premises to the port; **all transportation units will be detailed on appropriate Standard Shipping Notes.**

Note: ALL DELIVERIES ARE TO THE UK.

Splits

Due to the changing populations on our ships and stations at various times of the year the Supplier should be able to provide **a variety of case sizes and individual item sizes (Splits) in combinations** suitable to each individual ship or station.

For example: The Station on Bird Island has a summer population of 12 staff and in winter 4 staff. They may request packs of smoked back bacon in various sizes: 20 x 300g, 20 x 1kg Or Joints of Pork loin in various sizes: 15 x 1kg, 10 x 2.5kg

The pricing Schedule shows some products where we historically have ordered full and/or split cases. In the example below for Bacardi Spiced Rum, the case size given is 6 and the split size 1 LTR. So the historical volume of cases are 22 cases of 6 x 1 litre and the annual volume taken of Splits is 3 x 1 litre bottles. You are required to complete the yellow cells in this case for Split and Case information.

G	H	I	J	K	L	M
SPLIT Code	Product Name	SPLIT SIZE	CASE SIZE	Do we also buy Split	ANNUAL Number of CASES	ANNUAL Number of SPLITS
	BARCARDI SPICED RUM	1LTR	6	Y	22	3

2. Aims & Objectives

Environmental and sustainability

BAS recognises its responsibilities to provide healthy and sustainable food to its staff and visitors.

Within its Sustainable Food Policy (**Appendix E - BAS Sustainable Food Policy**) BAS' intention is to minimise the impact of its catering operations on the environment, and to promote sustainable practices and consumption are identified.

Policy aims

- Provide a balanced and nutritious diet.
- Use Fairtrade products where applicable and promote products that actively support Fairtrade initiatives.
- Ensure that animal welfare standards are adhered to for any animal produce purchased and to insist on Red Tractor Assured standards as a minimum, where applicable.
- Source food and other products locally and seasonally where possible to sustain local economies and reduce environmental impacts.
- Reduce food waste across BAS and continue to support all sustainability measures taken to date.
- Ensure compliance with legislation.
- Communicate to staff and visitors our commitment to serving sustainable food.

Meat and Dairy

- Reduce the consumption of meat (especially beef and lamb) and promote the consumption of more vegetarian and vegan foods.
- Increase the range of animal products from higher certified welfare standards.
- Where practicable purchase UK produced meat to send to stations as part of annual food deliveries.
- Ensure no meat is provided on the bone.
- Aim to ensure all milk and dairy products are Red Tractor Assured (or equivalent) as a minimum standard.
- Use free range eggs as standard.
- Ensure requirements of '**Appendix F - BAS Biosecurity Regulations**' are met.

Fish

- Provide only Marine Stewardship Council (MSC) certified fish. .

Fruit and vegetables

- Actively promote plant-based options ensuring station and ship supplies are adapted to support this.
- Increase the amount of fruit and vegetables used that are grown in systems that cause the least harm to the environment.
- Ensure requirements of '**Appendix F - BAS Biosecurity Regulations**' are met

Sustainably sourced products

- All tea, coffee, cocoa/chocolate and bananas provided will be Fairtrade or hold Rainforest Alliance Certification.
- Aim to avoid products containing palm oil, or source products that are certified by the Roundtable on Sustainable Palm Oil (RSPO) or comparable standard.
- Aim to source soya products certified by Round Table on Responsible Soy (RTRS) or Pro Terra.

Waste

- Work with suppliers to ensure food packaging is minimised and what remains is fully recyclable
- Aggressively reduce the amount of single-use plastic packaging in food purchased.

3. Requirement

BAS's procurement of provisions has **unique requirements**. These include:

Delivery size and variety

The late-September/October, main bulk delivery to cover Antarctic Station and Ship provision requirement, has implications for shelf life of products.

The Supplier needs to be well-resourced, **flexible and practised** in both sourcing a single large and wide product range of goods, that then require bespoke complex packing (different for each station), in a single shipping consignment, to hit a specific date, in relatively short time frame from receipt of consignment requirement.

Typically requirement lists will be provided mid-July for port side delivery late September. This enables the Supplier to:

- Pre-Build and store long dated products
- Formalise and plan product packing, labelling and loading instructions
- Order specialist packing equipment and materials in good time
- Plan storage - especially for the temp-controlled goods
- Plan containers and transport
- Resource can be diarised, and annual leave blocked
- Avoid warehouse congestion and stock-holding by planning other customers around these big single orders
- Load the containers onsite and send them complete to BAS minimising logistical costs

Ration Packs

On an 'as and when required' basis, field ration packs are delivered once a year, Free Alongside, on standard pallets, as part of relief cargo loading.

Field ration packs orders are placed independently from Bond and Stations order but subject to the same conditions. Requirements will be ordered annually, usually around June, July for delivery in October for cargo loading.

BAS will supply the actual boxes.

Pack contents: Details are listed in Annex 1 to this Appendix A (Specification), for your information.

Packaging

BAS has **VERY SPECIFIC** packaging requirements given the different nature and size of each of the stations.

Overpack varies from 20' ISO 6346 containers to small, bespoke collapsible boxes that can be handled by one person.

The Supplier will need to anticipate and invest in advance in resources to 'build,' stack and pack everything from outer cases into smaller boxes and then into BAS supplied bespoke containers, precisely re-labelled as instructed, and then onto pallets for export shipping.

Packing materials – BAS requires specific packing of provisions that will withstand transport through the tropics, the polar environment and multiple handling at sea and on land by a variety of machines and people.

The Supplier must ensure that all packing is fit for purpose; avoid non-compliance, missed timelines or damaged or inappropriately packed items.

In general:

- Ambient station provisions for Rothera, King Edward Point & Halley stations should be palletised and containerised into 20' shipping containers supplied by BAS to the Supplier's address.
- Ambient station provisions for Bird Island & Signy stations should be decanted into BAS provided boxes which should then be sent to BAS for consolidation with all other stations cargo.
- Frozen provisions for all stations to be sent to BAS on an agreed date to be consolidated into 20' reefer containers.

Container logistics:

- BAS provide the 20' ISO 6346 containers (See Annex 2 Photograph)
- BAS send the containers over to the Supplier, using the services of a haulage company
- Supplier provides all pallets needed.
- Only Signy and Bird Island stations use BAS bespoke blue collapsible crates (commonly known as 'Blue Boxes' for packing onto pallets. These small volume stations do not have crane facilities that can deal with pallets
- Most stations goods are directly shrink-wrapped onto the pallets.
- Supplier then takes care of the packing, any storage (and container steam cleaning) - if necessary, and
- Supplier then sends the containers back to BAS through a haulier
- The containers are delivered on the quayside where the Supplier involvement ends
- BAS then take over and load the containers onto the ship.

Biosecurity

BAS is obliged to follow UK legislation, with specific requirements as outlined in the Antarctic Act regarding biosecurity.

Important Note:

Non-compliance with bio-security regulations given the timeframe in which to complete the orders could lead to significant negative legal and reputational implications and may also introduce non-native species to the Antarctic/sub-Antarctic.

Frequency

Note: Sailing dates of the ship and requirements for supplies vary annually.

Ship main stores

The SDA research vessel will receive **main stores twice a year:-**

- prior to their departure for Antarctica **late-September or October**; and
- once on arrival back in the UK, usually a second consignment in **May or June/July**.
- Smaller "top up" supplies may be required in the UK during the period May-October, depending on the schedule of our UK Research Cruises/Voyages

Station supplies Once a year, each Antarctic station needs an annual replenishment of food supplies which is delivered to the station by the SDA ship, **from the Sept/October consignment.** during the Antarctic summer field season.

- Bonded stores Once a year, as part of its catering and hospitality provision BAS supplies its stations and ships with Bonded stores, which are then sold onto its staff on research stations and ships. This is run by the ship's pursers and Station Leaders. Again, this is delivered to the station by the SDA ship, **from the Sept/October consignment**
- Field ration packs On an 'as-and-when' required basis, once a year, any requirements will be delivered as part of relief cargo loading. Order will be placed annually, usually around June, July for delivery in October for cargo loading. The numbers ordered vary according to the field priorities of the season. The last 2024/2025 season order was for 120 packs - which is quite high and should last a few seasons before we need to re-order any more.

Ordering

- **Rolling Blanket Purchase Orders** (one for each research station and one for the ship) are raised annually to cover the Agreement delivery call-off for the main Sept/October consignment delivery requirements.
- **Adhoc Purchase Orders** will be raised separately for all other Agreement call-off requirements.
- **Field ration pack Purchase Orders** will be raised on an 'as and when required' basis and independently from Bond and Stations ordering, but subject to the same conditions.

Issuing of delivery Call-off order details

- Ship stores:
 - o Main stores call-off order detail is usually available end-June/July (for late September delivery),
 - o Adhoc 'Top-Up' supplies (whilst in UK Port) will be ordered giving ~4 weeks' notice for delivery
- Station supplies: Consolidated order requirements are typically available end-June/July (for late-September delivery).
- Bonded Orders will be consolidated and placed end-June/July (for late-September delivery).
- Ration Pack Orders – Not applicable

Purchase Order typical breakdown (2023/24) was as follows:

- Rolling POs for Food provision for each station plus the ship and the Traverse¹ (7 PO)
 - Rolling POs for Bond provision for each station plus the ship (6 PO)
 - PO for expedition food for Signy, Bird Island and KEP (3 PO)
 - Additional funds for Food for Halley, KEP and Rothera (3 PO)
 - Additional funds for KEP Bond (1 PO)
- = 20 PO for 2023/24

In 2024/2025 (this season) there were 18 Pos and 43 invoices.

Invoicing of consolidated station Orders

The rolling-Pos can be invoiced as they are actually delivered on a 'container by container' basis over different dates. For example, PO 123456 might have 10 invoices with 6 different shipped dates into

¹ Traverse is a travelling collection of vehicles, accommodation & equipment that transports & supports a team of people while conducting a range of scientific investigations & logistics. 6 staff 2024/25 season.

Harwich. For the smaller stations, such as KEP, the items for all the frozen butchery lines, might possibly be sent in a freezer container along with Signy & Bird Island.

Note: All invoices must be supported with a summary/breakdown by product code.

Call Forward Dates

Post Agreement award BAS will liaise with the Supplier to determine supply & call forward dates (a date or a window in which to deliver specified cargo to Harwich).

Volumes

All volumes stated within '**Appendix B Pricing Schedule/ Requirements**' are based on 2024 orders, BAS do not guarantee the same volumes will be required going forward, this is merely to be used to ensure bidders are evaluated on a like for like basis. '**Appendix B Pricing Schedule / Requirements**' is intended to represent the full/long agreed fixed negotiated price list that BAS may wish to call-off from.

Shelf-life (BBE) specification

18 months is the required shelf life - this is to account for the fact that delivery of goods only takes place once a year. Out of date goods have often been consumed in the past but as the culture is changing this is no longer deemed acceptable and could, in the case of canned goods or preserves, pose a real risk to health. Shelf life is therefore an important requirement although, quite obviously, a restrictive one.

Substitutes

Given the nature of Antarctic operations it is advisable to use any substitutes rather than to go without - as this would otherwise mean having to wait another year to get this produce back in stock.

The Supplier should be able to supply suitable alternatives at the original agreed price of the other produce and inform us of the substitution so that we may accept or reject it for another option.

Examples:

- if the Supplier cannot provide 200 cases of A10 Heinz beans they provide the equivalent amount in other can size of Heinz beans but at the original agreed price of the A10 tins).
- Request brand cannot be obtained in sufficient quantity with the required shelf-life, then alternatives may be offered.
- If a minimum case size cannot be split across the whole consignment i.e. The 5 stations don't require a full case between them, then the Supplier shall reach an agreement with BAS.

Standards

The Supplier must review and ensure that '**Appendix D - The Government Buying Standard for Food and Catering Services**' is followed to ensure the appropriate standards are adhered to.

'**APPENDIX E - BAS Sustainable Food Policy**' is in addition to this.

Carbon footprint

BAS is looking to work with environmentally aware Suppliers who are minimising the carbon impact of their activities.

To assist BAS with understanding the carbon footprint of our whole supply chain we would be interested in working with the successful Supplier to feed relevant carbon data from their operations into our overall BAS carbon impact work.

4. BAS Biosecurity Requirements

Supplier must ensure requirements of '**Appendix F - BAS Biosecurity Regulations**' are met.

There is a requirement from the BAS Environmental Office, for the Supplier to have a General Environmental Management System. Regular internal audits by the Supplier of biosecurity measures in this specification are required. In addition, BAS will conduct external audits of the Supplier's biosecurity procedures.

5. BAS Packing And Shipping Information - Stations

The British Antarctic Survey re-supplies the Antarctic stations annually and all foodstuffs provided are required to be sourced in line with industry best practices from sources that operate to European and International Foods Standards and, where directed, packed to BAS packing requirements.

Cases, where used, must be able to withstand several handlings including movement by forklift trucks, loading and stowage in ships' cargo holds, discharge onto barge or sledge in the Antarctic and transportation overland to destination.

BAS is looking for a Supplier to provide creative and innovative options to reduce single-use packaging materials (of all types) that we send to the Antarctic (both on ships and to stations) while ensuring that provisions arrive in good, safe condition to their end users.

5.1 BAS PACKING SPECIFICATION – DRY PROVISIONS

Consolidated packing: Bird Island and Signy Stations

- **All foodstuffs** for Bird Island and Signy are to be repacked into BAS supplied packing cases. These cases are re-usable, collapsible and proven in the Islands environment.
- The Supplier is responsible for cleaning these re-usable packing cases when they are returned to the UK each year for the Supplier to pack goods.
- Where foodstuffs are re-packed it is anticipated that, where possible, provisions are removed from manufacturers outer packaging in order to reduce plastic and cardboard waste, and that **minimal** plain brown sizzle paper (or agreed recyclable alternative) should be used as a packing medium to protect products in glass jars or bottles.
- Plastic based inert packing fillers such as polystyrene chips and Flopack **MUST NOT BE USED**, as they contravene Antarctic Environmental Legislation.
- Each case must be accurately weighed and should not exceed 20 kgs gross weight.
- Cases should be supplied stacked and secured to suitable Standard pallets for break bulk loading or containerisation.

The packing of foodstuffs will fall into **four categories** and will be identified by coloured coding and/or case numbers; details of packaging marks are detailed below:-

1. General foodstuffs – black marking

General foodstuffs not detailed below.

2. Foodstuffs affected by freezing – red marking

5. BAS Packing And Shipping Information - Stations

Some foods are affected by freeze/thaw action and need to be put under cover as soon as possible after discharge from the ship. The cases containing these foodstuffs should be clearly identified using a separate numbering series which will be advised by BAS Supply Chain Logistics (SCL).

Examples are:

- All drinks
- All tinned fruit & vegetables
- All cartons of liquid
- Evaporated milk and cream
- All sauces and pickles

3. Foodstuffs requiring cool stowage – blue marking

Confectionery and some biscuit products require refrigerated transportation at +4°C and cases must be identified by a separate numbering series which will be advised by BAS SCL. (This is because BAS ships go through the tropics on their way to Antarctica and these commodities can be damaged by the change in temperature).

4. Flour – stow away from fuels

Flour will be shipped in original packaging; shrink-wrapped and marked accordingly with shipping mark as detailed below.

Consolidated packing: Ships, Rothera, Halley and King Edward Point (KEP) Stations:

Rothera, Halley and King Edward Point (KEP) all have the ability to handle packages up to 1000 kg in weight; it is anticipated that foodstuffs for these stations will be consolidated to either shrink-wrapped ISPM15 pallets or enclosed packaging.

BAS is looking for a Supplier to identify packing methods, materials and systems to reduce to an **absolute minimum** single use packaging materials used and assist BAS in driving down the amount of waste transported to and back from Antarctica whilst keeping provisions in good condition during transport.

Units should be compatible with forklift truck operations and have the same footprint as a Standard pallet; each unit may not weigh more than 1000 kg and must be suitable for containerisation. Details of packaging/pallet markings are as below.

No consolidated units are to contain items for mixed destinations. (There is no facility to re-pack units once delivered).

5.2 BAS PACKING SPECIFICATION – BONDED GOODS (all stations)

All bonded stores will be consolidated onto ISPM15 Standard pallets for either break bulk stowage or containerisation. Each pallet will be black shrink-wrapped and clearly marked as detailed below.

5.3 BAS PACKING SPECIFICATION – REFRIGERATED PROVISIONS (all stations)

All supplies are to be packed to withstand several handlings. Where possible manufacturer supplied outers to be used unless their conditions necessitate re-packaging; no individual piece to exceed **20 kg** in weight.

Cases are to be palletised within confines of ISPM15 Standard pallets to enable container stowage; each pallet to be clearly marked with destination, case numbers and gross weight of pallet.

5. BAS Packing And Shipping Information - Stations

No pallets are to contain items for mixed destinations. (There is no facility to re-pack pallets once delivered.)

5.4 BAS PACKING SPECIFICATION – 20ft CONTAINERS & REEFERS

For the first time 2024/25 season we required reefers to be packed and delivered to Harwich. We may or may not choose to repeat this scenario in future seasons.

However, the process is the same as for shipping containers: upon receipt of the estimated number of reefers required we will send them to the Supplier who will pack them and be responsible for bio security, VGM, safe stowage of goods and onward transportation when called forward.

A 20 foot shipping container is 6 meters long by 2,59m high - our reefers are roughly the same size.

It is anticipated that any requirement to containerise dry provisions and/or bond and the subsequent transportation be undertaken by the Supplier at their premises; BAS will supply container units and reefers

- In this situation the Supplier would also be responsible for bio securing the container, verified gross mass (VGM), safe stowage of goods within the container unit by trained personnel and onward transportation of the packed containers and reefers when called forward.

5.5 BAS PACKING SPECIFICATION – VESSELS

The dry, refrigerated, bonded and domestic/ non-food stores for the vessels will be consolidated onto ISPM15 Standard pallets and delivered to vessel as called forward by vessels purser.

6. Marking of Packages and Pallets - Stations

Reefer marking

Reefers do not require labelling as they contain all of our frozen goods mixed together - in the rare cases where we need to be able to identify a particular reefer, we simply use its serial number.

Marking for BAS supplied consolidated packing cases:

All cases must be marked with a clearly legible Shipping Mark on two sides and the case number on the other sides. An example of the Shipping Mark is as follows: -

Case Number	H-20-1001
Destination	SIGNY
Gross Weight	20 kgs
Cube	0.06 cu. metres

A general description of contents of each packing crate together with the expiry date of the supplies is also required and should be affixed to one side of the case, e.g., Tinned apple, tomato sauce, tinned pears.

The standard marking details will also be by bar coded adhesive label.

Marking for dry and bond consolidated packing cases/pallets:

All cases/pallets must be marked with the clearly legible Shipping Mark on all sides; text will be a minimum of 10cms high; an example of the Shipping Mark is as follows: -

Case/pallet Number	M-20-5001
Destination	KING EDWARD POINT
Gross Weight	500 kgs
Cube	1.20 cu. metres

A general description of contents together with the expiry date of the supplies is also required and should be affixed to one side of the case e.g., tinned apple, tomato sauce, tinned pears.

The standard marking details will also be by bar coded adhesive label.

Marking for refrigerated consolidated packing cases/pallets:

All cases to be clearly marked on two sides with destination and case number, this marking to be a minimum of 5cms high.

e.g. **SIGNY**
CASE NO H20-3001

A description of contents is also required and where this is not printed on the case by the manufacturer, it should be written underneath the case number, again in 5cms high lettering.

Any labels used for case markings must not obliterate the description of case contents from the manufacturer.

BAS SCL will advise the Supplier of case number series to be used for all packing types and any special project markings.

There may be on-site inspections of packed supplies prior to shipment.

7. Documentation

HMRC clearance

The Supplier should ideally take care of the whole HMRC clearance process. As a minimum the Supplier must provide all relevant clearance information, accurately and in good time, for others to manage should this be needed.

There is a difference between the ship and the stations in that vessel goods are classed as ship's store in transit (Supplier to liaise with the ship to obtain required information) while goods for the stations are cleared through the NES system (T1 & T2). Both ways have traceability and carry no extra charge.

Vessels

Deliveries to vessel will be classed as ship stores and each category will be called forward by vessels purser over several days whilst vessel is taking stores.

Documentation for the vessels provisions and bond will be classed as ship stores and each pallet/consignment will be detailed on delivery notes for checking/authorisation by vessels purser.

Stations

BAS Shipping documentation for station provisions and bond is prepared from the packing lists provided by Suppliers. The essential information required includes the following and will be provided in spreadsheet format as directed by BAS SCL team.

- **Case Number:**
- **Accurate Description of Contents including BAS item number:**
- **Exact Gross Weight (to nearest kilo):**
- **Actual Case Measurements (cms):**
- **Cube (cu. metres):**

These detailed packing lists will be **required by BAS SCL approximately 4 weeks prior to receiving cargo at the docks** in order that the consignment may be checked, and ships export manifest completed. These packing lists **MUST** reflect the actual number of cases SHIPPED and tally with the export documentation supplied by the Supplier for HM Revenue & Customs.

Appropriate export entries for each consignment are to be completed by the Supplier and UCR numbers forwarded to ships agents prior to shipment; copies of documents should accompany the consignments to the docks, together with Standard Shipping Notes.

BAS is implementing a bespoke supply chain programme utilising the software IBM Maximo. This is still in development, but Suppliers would be expected to be open to work with BAS on the best way to automate transfer of shipping documentation data into IBM Maximo. This is expected to be introduced 2025/2026 season.

8. Delivery

All deliveries are usually Free Along Side (FAS) to a UK port.

BAS SCL will advise receiving dates.

Supplier is responsible for transportation from their premises to the port; all transportation units will be detailed on appropriate Standard Shipping Notes.

9. Two-Way Service Level Agreement (SLA)

Note: Two-Way SLA - to be formalised and agreed, during Agreement mobilisation phase.

Call-off ordering timelines

While the precise dates may vary the various exchanges of draft call-off requirements schedule and final confirmation will take place according to the following timelines:-

1. Provisional call-off requirements schedule to be submitted to the Supplier by mid/end June
2. Availability advised, applying the fixed Agreement prices for products, to be returned complete with any substitute details by early July
3. Firm call-off Contract purchase Orders to be placed by mid-July to allow plenty of time for packing
4. Goods to be delivered free alongside port to a UK port towards the end of September, BAS will advise precise receiving dates.

10. Continuous Improvement Requirements

10.1 Management Information (MI)

Mandatory: An annual product spend report, Excel spreadsheet (not pdf), is required detailing COMBINED (ship/station) product annual actual consolidated delivered quantities by case, split, line weight; for all Agreement product codes i.e. one report line per product code showing the aggregated annual delivered product code quantity, Agreement unit price and total line value.

- ❖ This is to be **automatically sent** at least **annually by the end of October** to nercprocurement@ukri.org reference UKRI-3727
- ❖ Exact report content/structure is required be finalised during contract award/ mobilisation.
- ❖ A separate invoice analysis report may also be requested.

10.2 Transition to System-led order processing & Invoicing

We wish the successful Supplier to deliver and proactively transition BAS from a manually-led Spreadsheet/ email exchange based call-off ordering practice; to a more system-led approach. For example, the creation and operation of a customer account e-catalogue/portal and invoicing efficient system.

- ❖ The Supplier should at least be able manage excel/csv file system upload.
- ❖ It is required that, a Pilot system-led ordering process alternative practice, be ready to test **no later than twelve months of the Agreement Commencement**.

Mandatory: It is important that Agreement fixed prices are systematically applied to all invoices issued, in respect of each call-off contract purchase order raised and can be routinely evidenced. **All invoices must be supported with a summary/breakdown by product code.**

10.3 Packaging sustainability

Sustainable packaging is really important to us and any influence the Supplier can have on manufacturers on that subject would be most welcome.

10.4 Carbon Reduction Plans

We require Suppliers to establish, develop, on an on-going basis, robust & proactive environmental management measures. Also we wish the Supplier to continuously take steps to reduce their organisations GHG Emissions over time and to be publicly committed to achieving Net Zero by 2050.

11. Social Value

The Supplier will be expected to align to the principles, obligations and aspirations set out in the Social Value Act (2012)².

The Supplier shall identify and deliver on Social Value initiatives as identified and agreed.

The Supplier will be responsible for recording and reporting performance against agreed Social Value scorecards.

Based on the Social Value Model³, UKRI have identified “**Fighting Climate Change**” as the Key Theme most relevant to this Contract.

Information about the Key Theme is presented in the table below.

Theme:	Policy Outcome:	Delivery Objectives (Activities that):	Reporting Metrics:
Fighting climate change	Effective stewardship of the environment	<p>Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.</p> <p>Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.</p>	<p>Number of people-hours spent protecting and improving the environment under the contract, by UK region</p> <p>Number of green spaces created under the contract, by UK region.</p> <p>Annual:</p> <ul style="list-style-type: none"> Reduction in emissions of greenhouse gases arising from the performance of the contract, measured in metric tonnes carbon dioxide equivalents (MTCDE). Reduction in water use arising from the performance of the contract, measured in litres. Reduction in waste to landfill arising from the performance of the contract, measured in metric tonnes.

² [Public Services \(Social Value\) Act 2012 \(legislation.gov.uk\)](https://www.legislation.gov.uk/ukpga/2012/15/section/1)

³ [Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts)

ANNEX 1 - Ration Pack contents

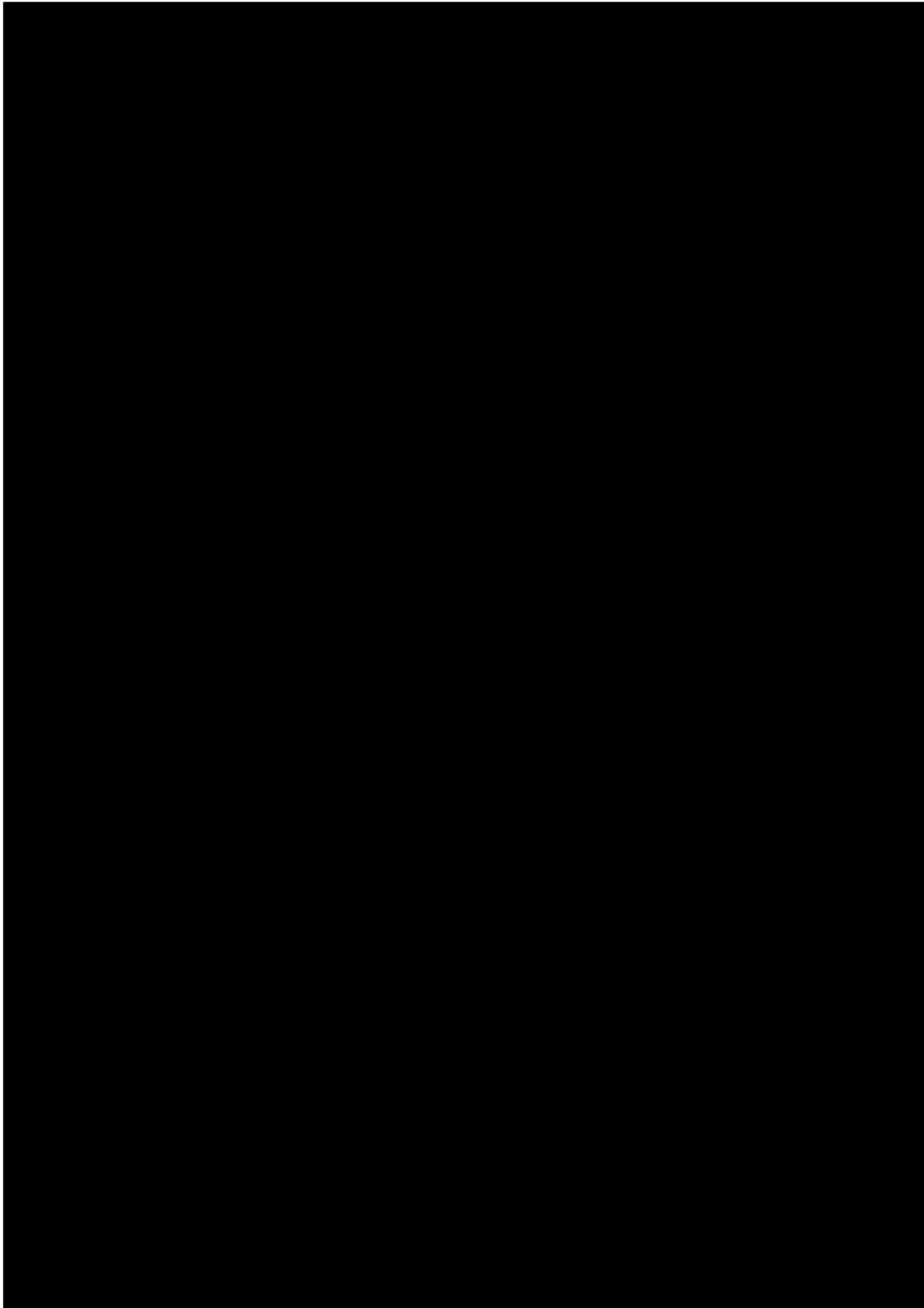
THIS TABLE IS FOR INFORMATION ONLY (FIO)				
To Feed A Team Of Two For Ten Days Contains Breakfast, Lunch, Dinner Plus Snacks And Drinks				
Description	Unit	Pack Size	COUNTRY OF ORIGIN IF NOT GB	Quantity
BREAKFAST - Freeze Dried Breakfast - 450 Calories				
Porridge with Blueberries (450 kcal) [Vegetarian]	450 Cal	1		2
Porridge with Strawberries (450 kcal) [Vegetarian]	450 Cal	1		2
Rolled Oats, Apple and Blackcurrant (450 kcal) [Dairy Free, Vegetarian, Vegan]	450 Cal	1		2
Granola with Raspberries (450 kcal) [Vegetarian]	450 Cal	1		2
Hot Cereal with Mango (450 kcal) [Vegetarian]	450 Cal	1		2
Very Berry Muesli (450 kcal) [Dairy Free, Vegan, Vegetarian]	450 Cal	1		2
Alpen Original Sachets (45g)	45g	1		16
Mornflake Porridge Oats (500g)	500g	1		1
MOD Strawberry Jam Sachet	25g	1	FRANCE	10
Marmite (125g)	125g	1		1
Nido Milk Powder (450g)	400g	1	SWITZERLAND	1
LUNCH				
Knorr Chicken Noodle Packet Soup (51g - 4 Servings)	51g	1		2
Knorr Thick Vegetable Packet Soup (75g - 4 Servings)	75g	1		2
Knorr Minestrone Packet Soup (48g - 4 servings)	48g	1		1
Princes Sardines in Tomato Sauce (120g)	120g	1		3
Princes Tuna Chunks in Brine (145g)	145g	1		3
Happy Cow Austrian Canned Processed Cheese (340g)	340g	1	AUSTRIA	2
Spam Chopped Park & Ham (200g)	200g	1	NETHERLANDS	2
Peanut Butter Sachet - Military	30g	1	SPAIN	10
DINNER - Freeze Dried Main Meals - 800 Calories				
Asian Noodles with Chicken and Mixed Vegetables [Dairy Free]	800 Cal	1		2
Beef and Potato Hotpot [Dairy Free, Gluten Free]	800 Cal	1		2
Beef Stroganoff with Rice [Gluten Free]	800 Cal	1		1
Chicken Korma with Rice [Gluten Free]	800 Cal	1		1
Chicken, Parmesan and Basil Risotto [Gluten Free]	800 Cal	1		1
Chicken Rice with Vegetables [Dairy Free, Gluten Free]	800 Cal	1		1
Chicken Tikka with Rice [Gluten Free]	800 Cal	1		2
Chilli Con Carne with Rice [Dairy Free, Gluten Free]	800 Cal	1		2
Fish and Potato with Parsley Sauce [Gluten Free]	800 Cal	1		1
Spaghetti Bolognese [Dairy Free]	800 Cal	1		1
Spaghetti Carbonara	800 Cal	1		2
Sweet and Sour Chicken with Rice [Dairy Free, Gluten Free]	800 Cal	1		2
Thai Green Chicken Curry with Rice [Dairy Free, Gluten Free]	800 Cal	1		2
Bens Original Long Grain Boil In The Bag Rice (250g)	250g	1	BELGIUM	1
Smash Original Mashed Potato (176g) (Serves 6)	176g	1		1
Dried Peas (100g)	100g	1	POLAND	1
Dried Sweetcorn (100g)	100g	1	POLAND	1
DRINKS				
Yorkshire Tea Bags PMP (40's)	40's	1		1
Taylors Rich Italian Coffee bags	bag	1		10
Nescafe Granules Stick Pack	stick	1		10
Cadbury Instant Drinking Chocolate Sachets (28g)	28g	1		14
Ovaltine Original Light Sachet (25g)	25g	1		8
Country Range White Sugar Sticks		1		50
SNACKS				
Biscuits Fruit (Purple)	single	1		4
Nakd Bar Peanut Delight Gluten Free	35g	1		16
Nakd Bar Berry Fruit & Nut Gluten Free	35g	1		4
Chocolate - Cadbury Dairy Milk (45g)	45g	1		12
Chocolate - Bournville (100g)	100g	1		4
EXTRAS				
Country Range Salt Sachets	single	1		40
Country Range Pepper Sachets	single	1		40
Polygrip Bag For Sundries (9" x 12.5")	single	1		3
Price Includes: Packing/Packaging/Delivery				200

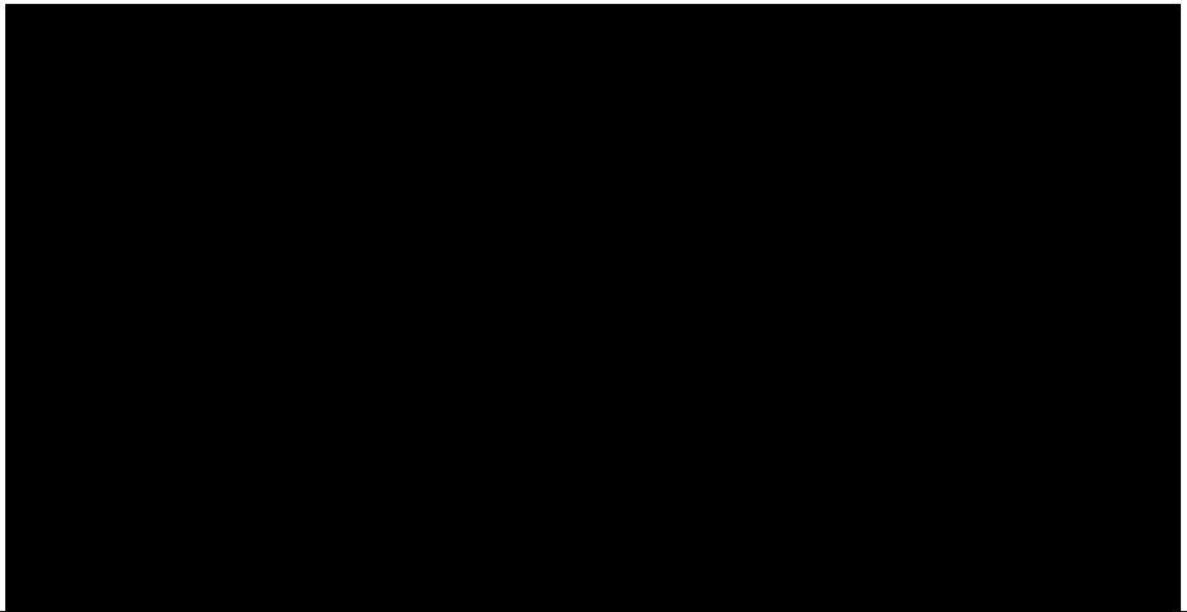
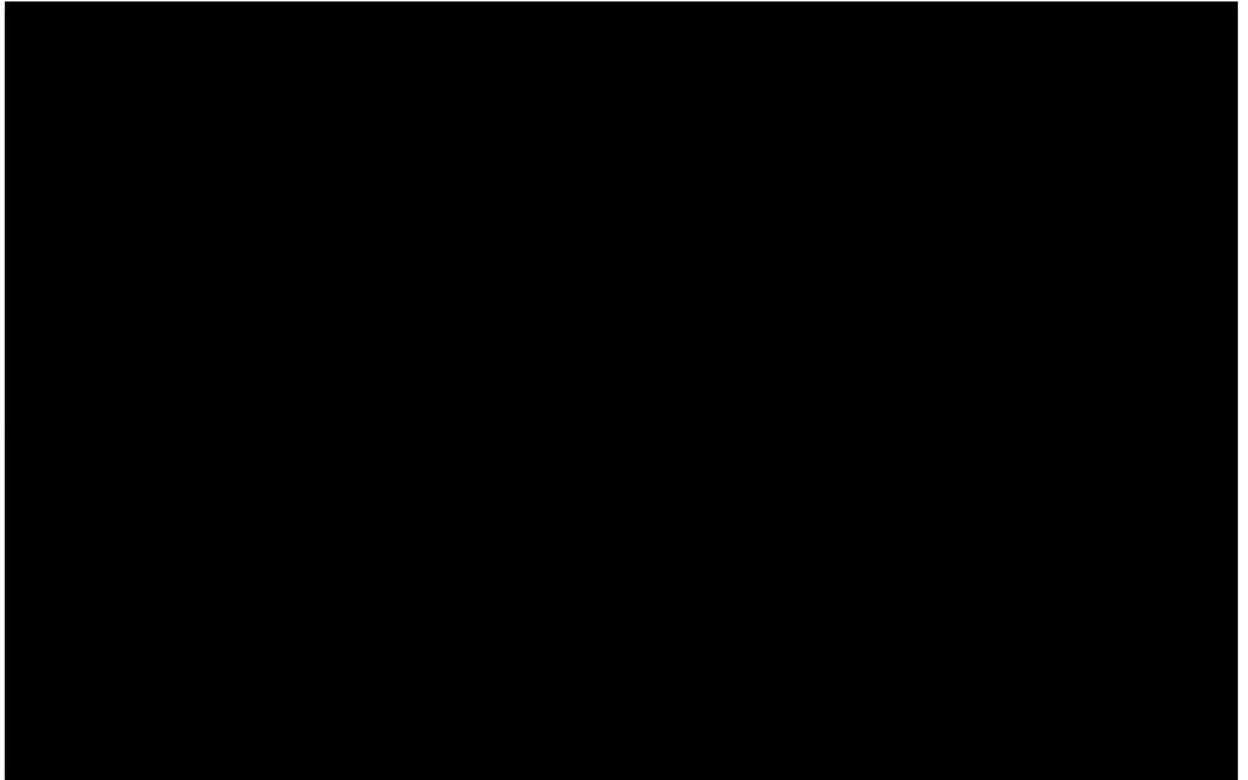
ANNEX 2 – ISO 6346 20' Container photograph

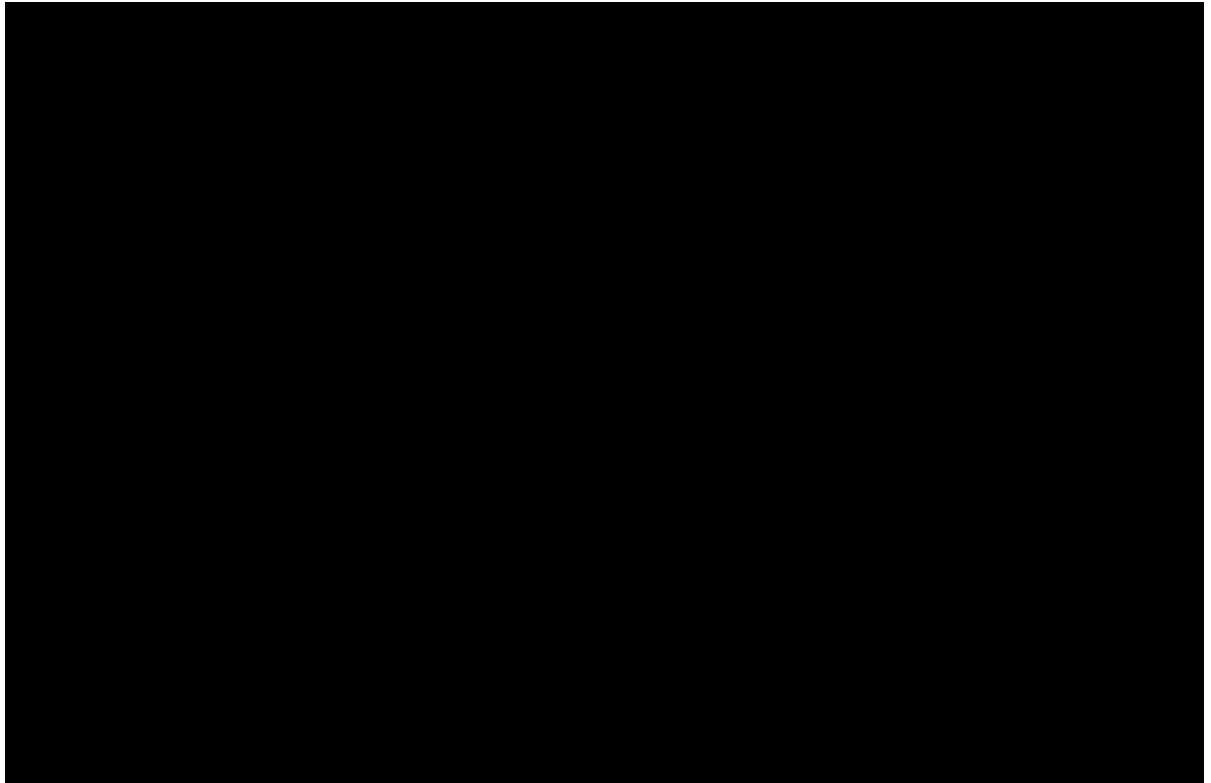


Continuous improvement Requirements

Q6.7.docx









[Redacted]

The Charges for the Goods and/or Services shall be as set out in this Schedule 3 or any subsequence Contract.

[Redacted]

[Redacted]

[Redacted]

[illegible]



H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC
Do we also buy Spli	ANNUAL Number of CASES	ANNUAL Number of SPLITS	ANNUAL Line Weight	PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/ No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comments
	40																				
	38																				
	20																				
	20																				
	10																				
	18																				
	10																				
	4																				
	10																				
	3																				
	20																				
	28																				
	20																				
	5																				
	24																				
	14																				
	30																				
	10																				
	30																				
	36																				
	10																				
	10																				
	31																				
	222																				
	250																				
	250																				
	88																				
	48																				
	10																				
	4																				
	30																				
	5																				
	10																				
	1																				
	100																				
All Prices shall remain firm and fixed for 12-months from Commencement Date of the Agreement. Thereafter prices may be subject to change in accordance with the Agreement Terms and Conditions														Appendix C).	BASKET A1 (Alcohol Tobacco related) - GRAND						

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE
PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comments	
	FBK408	FBK408/s	No															
164109	PTS025		No															
	PTS116		No															
	PLD041		No															
	MAR115		No															
	BIS037	BIS037/s	No															
	BIS178		No															
179679	SNK210		No															
	SHP1117	SHP1117/s	No															
	SHG5012	SHG5012/s	No															
	SHG5409	SHG5409/s	No															
	BIS297		No															
	BIS261		No															
	BIS073		No															
	303122		No															
179355	ETH345		No															
179357	ETH403		No															
	ETH412		No															
179353	ETH203		No															
	CAK015		No															
	BRK109		No															
147534	BRK210	BRK210/s	No															
178494	CAR023	CAR023/s	No															
	BUF022	BUF022/s	No															
	CHF028	CHF028/s	No															
	ARL010	ARL010/s	No															
	CAR637		No															
	CAR889		No															
	ARL010	ARL010/s	No															
169247	CHF441	CHF441/s	No															
	CAR519		No															
102629	CHS052		No															
179346	CHF423	CHF423/s	No															
179345	CHF100	CHF100/s	No															
179397	PTF140		No															
161577	PTF144		No															
107249	PTF153	PTF153/s	No															
	PTF096	PTF096/s	No															
	PTF043	PTF043/s	No															
179398	PTF021	PTF021/s	No															
179399	PTF055	PTF055/s	No															
179628	PTF019	PTF019/s	No															
	DUS020	DUS020/s	No															
	TOR124		No															
	SHG5833		No															
	BOS029	BOS029/s	No															
	SHP138		No															
	SHP133	SHP133/s	No															
	SHP606	SHP606/s	No															
	SHP888		No															
	149280		No															
DN	Logistics Charges	A1 Alcohol Tobacco related	A2 CORE	Non-Core														

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE
PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/ No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comments	
	SHP606	SHP606/s	No															
	SHP888		No															
	149280		No															
	149190		No															
	149200		No															
	149170		No															
	149409		No															
	149500		No															
	149400		No															
	149470		No															
100823	140131		No															
159122	140130		No															
	289100		No															
	289150		No															
	289210		No															
	285118		No															
	289125		No															
	289180		No															
	149720		No															
	309161		No															
	309541		No															
	309220		No															
	309542		No															
	LEA047	LEA047/s	No															
	MCC111	MCC111/s	No															
179386	LEA056		No															
	LEA032		No															
179385	LEA009	LEA009/s	No															
	SUE020		No															
104254	FLO018		No															
165233	CUS024	CUS024/s	No															
104278	FLO150		No															
179618	CHC121	CHC121/s	No															
102501	CHC124	CHC124/s	No															
102500	CHC123	CHC123/s	No															
	BOS302		No															
104251	FLO130		No															
101998	BOU100	BOU100/s	No															
102001	BOU110	BOU110/s	No															
102005	BOU150	BOU150/s	No															
166945	PAP261	PAP261/s	No															
171575	SPI026	SPI026/s	No															
103631	DFR200	DFR200/s	No															
178895	CHC072	CHC072/s	No															
159456	SPI360	SPI360/s	No															
109659	VGC850	VGC850/s	No															
179678	SAU001	SAU001/s	No															
165484	SAU050	SAU050/s	No															
	PTW044	PTW044/s	No															
	BAS235		No															

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comments
	PTW044	PTW044/s	No														
	BAS235		No														
	EGG020		No														
102367	BUT010	BUT010/s	No														
	SHG324		No														
	EGG003		No														
	EGG001		No														
179322	BUT022	BUT022/s	No														
	NAP150	NAP150/s	No														
104920	HTO026		No														
	SHG0826		No														
101605	BIN070		No														
162983	TEA011	TEA011/s	No														
	POT032	POT032/s	No														
150505	DFR020	DFR020/s	No														
	SHG5740		No														
	DFR021	DFR021/s	No														
154971	FSC035	FSC035/s	No														
	FSF170		No														
	PAC013		No														
	FSF210		No														
179363	FSF014		No														
	SHG560	SHG560/s	No														
	SHP595		No														
	FSF183		No														
	FSF204		No														
179366	FSF109		No														
179368	FSF198		No														
132282	FSF033		No														
	BAS327		No														
179409	SHP404		No														
	SEF021	SEF021/s	No														
	SHP4708		No														
171357	FSF175		No														
	SEF060	SEF060/s	No														
179409	SHP404		No														
	FSF216		No														
108012	SEF065	SEF065/s	No														
179364	FSF071	FSF071/s	No														
	FFV169	FFV169/s	No														
	FFV008		No														
	FFV005		No														
174130	FFR112	FFR112/s	No														
179361	FFR100	FFR100/s	No														
179360	FFR016	FFR016/s	No														
104325	FRC002	FRC002/s	No														
104384	FRC405	FRC405/s	No														
162780	TEA242		No														

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	A
PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/ No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comments	
104325	FRC002	FRC002/s	No															
104384	FRC405	FRC405/s	No															
162780	TEA242		No															
	BAS237		No															
180131	COF244	COF244/s	No															
	BAS252		No															
179261	COF230	COF230/s	No															
	NES073		No															
179265	TEA168		No															
179220	COF017	COF017/s	No															
179378	ICE540		No															
179380	ICE553		No															
179377	ICE538		No															
179376	ICE534		No															
107021	PRE028	PRE028/s	No															
106168	PAP040	PAP040/s	No															
110421	PRE001	PRE001/s	No															
	BEE050		No															
179800	BEE312		No															
179794	LAM034		No															
179787	BEP301		No															
179791	BUR201		No															
179807	NZL010		No															
	LAM023	LAM023/s	No															
106975	PRC014		No															
148189	PRC022		No															
	BON012		Yes															
175802	BEE060		No															
	BEE027	BEE027/s	No															
179786	BEE018		No															
179789	PRC025	PRC025/s	No															
179788	PRC023		No															
	NZL008		No															
179698	MEC263		No															
179406	BAC162	BAC162/s	No															
	BAC166	BAC166/s	No															
149275	BAC150	BAC150/s	No															
179799	BAC232		No															
	BAC230		No															
179388	MSP006		No															
	BAS329		No															
	BAS305		No															
179405	BAC034	BAC034/s	No															
	SAS104		No															
	SAS004		No															
	SAS026	SAS026/s	No															
	SAF050		No															
	BAS319		No															
	SAF052		No															
179405	BAC034	BAC034/s	No															

	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
	PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/ No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comments
		SAF052		No														
	179405	BAC034	BAC034/s	No														
	178995	MCC013		No														
		BAS320		No														
3	179798	BAC102		No														
		BAS151		No														
	105728	MLK200	MLK200/s	No														
		MLK214	MLK214/s	No														
	166085	MLK010	MLK010/s	No														
		MLK042	MLK042/s	No														
		MLK068	MLK068/s	No														
	105747	MLK351	MLK351/s	No														
		SHG1087		No														
		SHG3234		No														
		SHG3239		No														
		SHG3232		No														
		BOS059	BOS059/s	No														
		SHG4929		No														
		SHG4929		No														
	106072	NUT156	NUT156/s	No														
	106049	NUT030	NUT030/s	No														
		KPS061		No														
	142232	NUT005	NUT005/s	No														
	172214	NUT141	NUT141/s	No														
	171579	NUT070	NUT070/s	No														
	106097	OIL040		No														
	169906	OIL015	OIL015/s	No														
		AMA378		No														
	179215	OIL411	OIL411/s	No														
	179217	BON750	BON750/s	Yes														
	179299	WNE124	WNE124/s	No														
	171119	PST377	PST377/s	No														
	154993	PST375	PST375/s	No														
		PST374	PST374/s	No														
	107207	PST379	PST379/s	No														
	179672	PIK609	PIK609/s	No														
		PIE087		No														
		PIE393		No														
	179393	PIE392		No														
	179394	PIE326		No														
	169147	PIE332		No														
	179392	PIE316		No														
		CHI074		No														
		BON009		Yes														
		BON009		Yes														
0		BON012		Yes														
		CHI076	CHI076/s	No														
9	179792	DUC025		No														
6	136756	TUR008		No														
	179806	CHK062		No														

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comments
136756	TUR008		No														
179806	CHK062		No														
	POU152		No														
179797	TUR010		No														
179796	TUF008		No														
	VGN105	VGN105/s	No														
102966	CRP247		No														
	SPI185	SPI185/s	No														
	KPS179		No														
	KPS224		No														
	CSP026		No														
	BAS182		No														
	CSP095		No														
	CSP035		No														
	CSP045		No														
	CSP064		No														
	CSP075		No														
	CSP007		No														
	DRC480		No														
	BON752		Yes														
	DRC060		No														
	BAS184		No														
	BAS186		No														
	BAS187		No														
	BAS185		No														
	DRC490		No														
	DRC518		No														
	DRS121	DRS121/s	No														
	DRS123	DRS123/s	No														
	DRS078	DRS078/s	No														
	DRS120	DRS120/s	No														
	BAS170		No														
	DRC019		No														
104449	FRJ120	FRJ120/s	No														
	DRC160		No														
178514	MWA080		No														
104422	FRJ020	FRJ020/s	No														
108661	SUG210	SUG210/s	No														
148885	SUG181	SUG181/s	No														
	SUG182	SUG182/s	No														
108800	SYR006	SYR006/s	No														
107605	SAU100	SAU100/s	No														
107602	SAU095	SAU095/s	No														
	SCM230		No														
	SCM228		No														
	SCM080	SCM080/s	No														
107808	SAU545	SAU545/s	No														
179423	VGN021		No														



M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/ No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price:	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comments
	SCM080	SCM080/s	No														
107808	SAU545	SAU545/s	No														
179423	VGN021		No														
179432	VGN124	VGN124/s	No														
179431	VGN121	VGN121/s	No														
179427	VGN098	VGN098/s	No														
	VGC028	VGC028/s	No														
109648	VGC826	VGC826/s	No														
109637	VGC800	VGC800/s	No														
	VGC138	VGC138/s	No														
179295	VGC160	VGC160/s	No														
109645	VGC029	VGC029/s	No														
103673	DHY250		No														
109626	VGC748	VGC748/s	No														
109550	VGC362	VGC362/s	No														
	AMA066		No														
109500	VGC104	VGC104/s	No														
	SHP759	SHP759/s	No														
109525	VGC178	VGC178/s	No														
151558	VGC664	VGC664/s	No														
167782	VGF201	VGF201/s	No														
179422	VGF203	VGF203/s	No														
174102	VGF007	VGF007/s	No														
174101	VGF031	VGF031/s	No														
174104	VGF039	VGF039/s	No														
179412	VGF006	VGF006/s	No														
136973	VGF144	VGF144/s	No														
174695	VGF037	VGF037/s	No														
166426	VGF131	VGF131/s	No														
179419	VGF085	VGF085/s	No														
179417	VGF080	VGF080/s	No														
174103	VGF012	VGF012/s	No														
136974	VGF028	VGF028/s	No														
	VGF152	VGF152/s	No														
179591	DHY010	DHY010/s	No														
Main firm and fixed for 12-months from Commencement Date of the Agreement. Thereafter prices may be subject to change in accordance with the Agreement Terms and Conditions (Appendix C).												BASKET A2 (CORE) - GRAND T					

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/ No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comments
	MEX003		No														
168702	IND205	IND205/s	No														
167543	MEX004		No														
	PTS117		No														
	PTS116		No														
	FBK407		No														
	SPB056		No														
	CEN103		No														
146607	FBK141		No														
178646	FBK070		No														
	FBK063		No														
165243	FBK202		No														
166105	FBK203		No														
	FBK076		No														
	FBK101		No														
179401	PTS028		No														
179400	PTS027		No														
168666	FBK035		No														
	FBK300		No														
104174	FBK090		No														
	PTS117		No														
	BIS339		No														
	BIS218		No														
	BIS219		No														
	BIS347		No														
	BIS303		No														
	BIS024		No														
167112	BIS011	BIS011/s	No														
	BIS076		No														
	BIS127		No														
160124	BIS331		No														
179520	BIS177		No														
	BIS339		No														
	BIS024		No														
	BIS039	BIS039/s	No														
	BIS039		No														
	BIS248		No														
	BIS261		No														
	BIS042		No														
	BIS297		No														
	SNK350	SNK350/s	No														
167627	BIS048	BIS048/s	No														
	BIS035	BIS035/s	No														
	SHP349	SHP349/s	No														
	BIS021		No														
	SHP387	SHP387/s	No														
179218	CSP102		No														
179339	CEN037		No														
179354	ETH204		No														
	CEN079		No														
	ETH344		No														

cohol Tobacco related

A2 CORE

Non-Core

	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
AL	PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comment s
	179354	ETH204		No														
		CEN079		No														
		ETH344		No														
		ETH225		No														
		BUF041		No														
		CEN079		No														
		CEN031		No														
		ETH268		No														
		VGN095		No														
		BUF039		No														
		DEF492	DEF492/s	No														
	171025	DEF483	DEF483/s	No														
	171026	DEF485	DEF485/s	No														
		DEF019		No														
		DEF032		No														
	103430	DEF346		No														
	161759	DEF467		No														
		XPU510		No														
		DEF687		No														
	156774	DEF220		No														
		SHG4290		No														
		BRK356	BRK356/s	No														
		BRK354		No														
		SHP152		No														
	179636	BRK015		No														
		SHP0114	SHP0114/s	No														
	165377	BRK180	BRK180/s	No														
		SHP990	SHP990/s	No														
		BRK090		No														
		SHP628	SHP628/s	No														
		BRK072		No														
	168710	BRK106		No														
	179639	BRK139		No														
		SHP085		No														
	179631	BRK074		No														
		BRK130		No														
	179620	BRK056		No														
	147534	BRK210	BRK210/s	No														
		TBA		No														
		BRK235		No														
		BRK287		No														
		SHG5737		No														
		BRK355	BRK355/s	No														
78		CAR918		No														
75		CAR255		No														
		CAR910		No														
		CAR916		No														
		CAR427	CAR427/s	No														
36		CAR755		No														
32		CAR472		No														

	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
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36		CAR755		No														
92		CAR472		No														
		CAR131		No														
		ARL010	ARL010/s	No														
	178110	CHF060		No														
		CHF529		No														
13		CHS510		No														
		CHS170		No														
	178264	CHF520	CHF520/s	No														
00		CHS136		No														
00		CHS415		No														
	174534	CHS021	CHS021/s	No														
		CAR069		No														
00		CAR099		No														
		CAR130		No														
		CAR136		No														
		CAR148		No														
35		CAR284		No														
		CAR363		No														
00		CAR400		No														
11		CAR526		No														
		CAR060		No														
00	179348	CHS081		No														
13		CAR599		No														
		CAR888		No														
00		CAR174	CAR174/s	No														
00	179340	CHF014		No														
00		CAR143		No														
		CHF200		No														
		CHS441		No														
	102581	CHF102	CHF102/s	No														
	179347	CHF515	CHF515/s	No														
	179344	CHF032		No														
		CHF264	CHF264/s	No														
12	178314	CHS102		No														
	179349	CHS509		No														
	171773	CHF108	CHF108/s	No														
	180293	PTF146	PTF146/s	No														
	107249	PTF153	PTF153/s	No														
	161577	PTF144		No														
	171051	PTF104	PTF104/s	No														
	107249	PTF153	PTF153/s	No														
	180293	PTF146	PTF146/s	No														
	179626	PTF091		No														
		PTF074		No														
		PTF096	PTF096/s	No														
		XMS043		No														
		TOR017		No														

	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
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		PTF096	PTF096/s	No														
		XMS043		No														
		TOR017		No														
	157862	SCO032	SCO032/s	No														
		SHP179		No														
		SHG4211		No														
		BAS241		No														
		SUN411		No														
	174088	SHG1371	SHG1371/s	No														
		151484		No														
		MAR004		No														
		SHG428		No														
		SHP888		No														
		BAS174		No														
		SHP606	SHP606/s	No														
		SHG5760		No														
		149526		No														
		SHP1244		No														
		SHP1243		No														
		149280		No														
		149190		No														
		289270		No														
	100823	140131		No														
	159122	140130		No														
		SHP021		No														
		289432		No														
		289380		No														
		289380		No														
		289380		No														
		289121		No														
		285131		No														
		289305		No														
		145516		No														
		BAS176		No														
		SHG4136	SHG4136/s	No														
	171234	309521		No														
		SHP238		No														
		309275		No														
		BAS214		No														
		309237		No														
		309544		No														
		309542		No														
		309201		No														
		309521		No														
		823100		No														
		149325		No														
		149325		No														
		149800		No														
		149860		No														
		CON605	CON605/s	No														

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE
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	149860		No															
	CON605	CON605/s	No															
	MEC105	MEC105/s	No															
	LEA013		No															
	LEA014		No															
30	CAR600		No															
	179384	KIN067	No															
	LEA060	LEA060/s	No															
	MCC092		No															
	MCC103		No															
	BAS212	BAS212/s	No															
	PAP029	PAP029/s	No															
108551	SPI163	SPI163/s	No															
	LEM013	LEM013/s	No															
105758	MLK555	MLK555/s	No															
	SPI197	SPI197/s	No															
	SPI178	SPI178/s	No															
	UNI169		No															
	UNI172		No															
	LEA088		No															
	SUE012	SUE012/s	No															
	LEM013	LEM013/s	No															
	SPI428	SPI428/s	No															
	BAS331		No															
	BAK362	BAK362/s	No															
	SPI160	SPI160/s	No															
108530	SPI183	SPI183/s	No															
	SPI184	SPI184/s	No															
	GRV020		No															
	SHG3126		No															
	FLV010	FLV010/s	No															
	AMA293	AMA293/s	No															
	SHPO42		No															
108526	SPI151	SPI151/s	No															
	SPI195		No															
108538	SPI172	SPI172/s	No															
	SPI165	SPI165/s	No															
108542	SPI177	SPI177/s	No															
	BOU082	BOU082/s	No															
	SPI187	SPI187/s	No															
159541	SPI198	SPI198/s	No															
145150	SPI171	SPI171/s	No															
	SUE012	SUE012/s	No															
	AMA240	AMA240/s	No															
101476	BAK404	BAK404/s	No															
	SPI160	SPI160/s	No															
159992	SPI161	SPI162/s	No															
	BAK502	BAK502/s	No															
	GRV130		No															

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	GRV130		No														
179291	GRV141		No														
179308	GRV145		No														
158933	SPI162	SPI162/s	No														
108551	SPI163	SPI163/s	No														
	UNI007		No														
173808	SEA024	SEA024/s	No														
179757	SPI164	SPI164/s	No														
179757	SPI164	SPI164/s	No														
179297	STF025	STF025/s	No														
	SPI165	SPI165/s	No														
	SPI166	SPI166/s	No														
	SPI200	SPI200/s	No														
108530	SPI183	SPI183/s	No														
	SPI173	SPI173/s	No														
	VGC230	VGC230/s	No														
103467	FLO048	FLO048/s	No														
	SPI184	SPI184/s	No														
108542	SPI177	SPI177/s	No														
108536	SPI169	SPI169/s	No														
	BAS154		No														
108538	SPI172	SPI172/s	No														
163070	CUS018	CUS018/s	No														
	FLV085	FLV085/s	No														
	FLV086	FLV086/s	No														
	CFLC083		No														
	FLV084	FLV084/s	No														
	SPI082	SPI082/s	No														
103629	DFR150	DFR150/s	No														
179751	SPI193	SPI193/s	No														
	SPI178	SPI178/s	No														
	SHP1556		No														
108539	SPI179	SPI179/s	No														
108545	SPI180	SPI180/s	No														
108550	SPI181	SPI181/s	No														
159541	SPI198	SPI198/s	No														
163932	FLO154		No														
104252	FLO030		No														
171114	FLO022		No														
101505	BAK904	BAK904/s	No														
101980	BOU036	BOU036/s	No														
	UNI169		No														
102004	BOU140	BOU140/s	No														
105120	IND142	IND142/s	No														
	FLO005	FLO005/s	No														
	FFV268		No														
	SHP701		No														
	SAM312	SAM312/s	No														
	SHG4305		No														
158593	MXS045	MXS045/s	No														

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	SHG4305		No														
158593	MXS045	MXS045/s	No														
	BAK661	BAK661/s	No														
	U001a	U001a/s	No														
	BAS172		No														
	BAS173		No														
	FLO151	FLO151/s	No														
	FLO152	FLO152/s	No														
179717	MXS104	MXS104/s	No														
	MXS094		No														
156444	SPI188	SPI188/s	No														
	SPI202	SPI202/s	No														
179276	FLV082	FLV082/s	No														
108546	SPI168	SPI168/s	No														
	BAS154		No														
	SHG4305		No														
	SPI428		No														
	DFR402	DFR402/s	No														
108521	SPI189	SPI189/s	No														
	BAS196		No														
	BAS196		No														
	BOU311	BOU311/s	No														
102014	BOU321	BOU321/s	No														
	BOU331	BOU331/s	No														
175496	BAK021	BAK021/s	No														
156445	SPI190	SPI190/s	No														
108572	SPI170	SPI170/s	No														
147817	SPI421	SPI421/s	No														
	AMA264		No														
	SPI197		No														
	SHP916	SHP196/s	No														
	SPI191	SPI191/s	No														
	SPI196	SPI196/s	No														
	AMA281		No														
104862	GRV041	GRV041/s	No														
	BAS263		No														
158632	SPI167	SPI167/s	No														
145150	SPI171		No														
	SPI199	SPI199/s	No														
103636	DFR300	DFR300/s	No														
104301	FLV080	FLV080/s	No														
108799	SYR014	SYR014/s	No														
	SYR047		No														
	SPI192	SPI192/s	No														
179751	SPI193	SPI193/s	No														
	AMA457		No														
108526	SPI151	SPI151/s	No														
	BAS180		No														
108553	SPI356	SPI356/s	No														

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	108553	SPI356	SPI356/s	No														
		SPI201	SPI201/s	No														
	108512	SPI205	SPI205/s	No														
		SPI204	SPI204/s	No														
		SPI195	SPI195/s	No														
		spi424	spi424/s	No														
		spi196	spi196/s	No														
	179387	mrg025	mrg025/s	No														
		bas253		No														
	179746	vin083	vin083/s	No														
	179269	vgc870	vgc870/s	No														
		ptw046	ptw046/s	No														
	179746	VIN083	VIN083/s	No														
		VIN080	VIN080/s	No														
		SCM080	SCM080/s	No														
		SCM016		No														
		PTW047	PTW047/s	No														
		PTW048	PTW048/s	No														
		PTW050	PTW050/s	No														
		PTW051	PTW051/s	No														
		PTW044	PTW044/s	No														
		PTW045	PTW045/s	No														
		PTW052	PTW052/s	No														
		SAU280	SAU280/s	No														
		SHG3011		No														
		SAU165	SAU165/s	No														
		SAU234	SAU234/s	No														
		ABW014		No														
		SAU178	SAU178/s	No														
		BAS277		No														
		AMA461		No														
		SAU153	SAU153/s	No														
		SHG186	SHG186/s	No														
	107664	SAU227	SAU227/s	No														
		AMA059		No														
	179216	SAU481	SAU481/s	No														
	179260	SAU191		No														
	174972	SAU177	SAU177/s	No														
	167168	SAU096	SAU096/s	No														
		AMA232		No														
	179716	SAU609	SAU609/s	No														
	179715	SAU608	SAU608/s	No														
		BAS278		No														
		SHG214	SHG214/s	No														
		PTW046	PTW046/s	No														
		PTW048	PTW048/s	No														
		PTW049	PTW049/s	No														
		PTW051	PTW051/s	No														
		SHP190		No														

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
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	SHP190		No														
	SAU008	SAU008/s	No														
	SAU662	SAU662/s	No														
166939	SAU796		No														
	LEA088		No														
	SAU182	SAU182/s	No														
	SHPO42		No														
	DST005	DST005/s	No														
	SAU134		No														
	DST005	DST005/s	No														
	YOG060	YOG060/s	No														
	YOG061	YOG061/s	No														
	SNK025		No														
	EGG001		No														
	EGG002		No														
	MRG130	MRG130/s	No														
152761	MRG005	MRG005/s	No														
	YOG012		No														
179621	DST010	DST010/s	No														
179622	DST011	DST011/s	No														
179632	DST012	DST012/s	No														
179623	DST013	DST013/s	No														
	CUP052		No														
	SUN080	SUN080/s	No														
103298	DCL040	DCL040/s	No														
116309	CLI020		No														
104318	FOC024		No														
149508	BIN055	BIN055/s	No														
168863	CRP010	CRP010/s	No														
	FRC175		No														
167519	DFR102	DFR102/s	No														
165390	DFR050	DFR050/s	No														
179279	PIK800		No														
167518	DFR100	DFR100/s	No														
165389	DFR253	DFR253/s	No														
165387	CRP007	CRP007/s	No														
154970	FSC030	FSC030/s	No														
	FSC007	FSC007/s	No														
	SHG5756	SHG5756/s	No														
104534	FSC019	FSC019/s	No														
	BAS249		No														
	SHG5765	SHG5765/s	No														
	FSC017	FSC017/s	No														
	FSC130	FSC130/s	No														
	SEF015	SEF015/s	No														
	SEF140	SEF140/s	No														
	SEF030	SEF030/s	No														
168669	FSF078		No														
179407	SEF009	SEF009/s	No														

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179407	SEF009	SEF009/s	No														
	FSF091	FSF091/s	No														
	SEF004	SEF004/s	No														
	SHP920		No														
179367	FSF185	FSF185/s	No														
	SHP610	SHP610/s	No														
179362	FSF005		No														
174132	SEF159	SEF159/s	No														
	FSF168		No														
	SHP677		No														
	FSF034		No														
	FSF050		No														
179365	FSF093	FSF093/s	No														
	FFM001		No														
	FFM013		No														
119810	FFM007		No														
	FFM012	FFM012/s	No														
	FFM016		No														
	SHP1018		No														
	FFV187		No														
	SHP0138		No														
119854	FFV202	FFV202/s	No														
	FFV189		No														
	FFV180		No														
	SHP0136		No														
	FFV206	FFV206/s	No														
	SHG6269		No														
	FFV241	FFV241/s	No														
	FFV252	FFV252/s	No														
	FFV322	FFV322/s	No														
	FFV251	FFV251/s	No														
	FFV242	FFV242/s	No														
	SHP1005		No														
	SHP1003		No														
	FFV322	FFV322/s	No														
157149	FFV176		No														
	SHP0137		No														
	FFV163	FFV163/s	No														
	SHP1007		No														
	FFM065	FFM065/s	No														
144492	FFM051	FFM051/s	No														
	FFM057	FFM057/s	No														
	FFM060	FFM060/s	No														
	FFM063	FFM063/s	No														
	SHP1032		No														
	SHP1024		No														
	SHP0141		No														
	FFV165		No														
	FFV160	FFV160/s	No														
	SHP1010		No														

	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
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		FFV160	FFV160/s	No														
0		SHP1010		No														
0		FFV178		No														
		FFM110	FFM110/s	No														
		FFM107	FFM107/s	No														
		FFM105	FFM105/s	No														
		SHP1036	SHP1036/s	No														
131857		FFV269		No														
		FFV263		No														
		FFV277		No														
		FFV271		No														
		FFV262		No														
		FFV260	FFV260/s	No														
		FFV272		No														
		FFV261	FFV261/s	No														
0		FFV270		No														
		FFV268		No														
		FFV265		No														
		FFV281		No														
		FFV267		No														
		FFV273		No														
		FFV266		No														
		SHG6273		No														
		SHG6270		No														
		SHG4255		No														
		FFV170		No														
0		FFV173		No														
		FFV235		No														
		FFV235		No														
		FFV100	FFV100/s	No														
		FFV098	FFV098/s	No														
		SHP1063	SHP1063/s	No														
		FFV116		No														
		FFV094	FFV094/s	No														
		FFV096	FFV096/s	No														
		FFV099	FFV099/s	No														
		FFV103		No														
		FFV104		No														
		FFV113		No														
0		SHP1015		No														
		FFV022	FFV022/s	No														
		SHP1063	SHP1063/s	No														
		FFV103		No														
0		FFV090		No														
		FFM042	FFM042/s	No														
		FFM030	FFM030/s	No														
		FFM111		No														
		SHP1040	SHP1040/s	No														
0		SHP1041		No														

	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
	PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/ No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comment
10		SHP1041		No														
		FFV062		No														
		FFV063		No														
		FFV066		No														
		FFV071		No														
10		FFV067		No														
		FFV140		No														
		FFV149		No														
	131849	FFV145		No														
		FFV147	FFV147/s	No														
10		SHP0144		No														
10		FFV152		No														
10		SHP0143		No														
10		SHP0106		No														
		FFV213		No														
		SHG6271		No														
		FFV223		No														
10		FFV193		No														
10		FFV129		No														
10		FFV128		No														
		FFV126		No														
		FFV131		No														
		FFV122		No														
		FFV124		No														
		FFV082		No														
10		SHP0139		No														
10		SHP0145		No														
10		SHP0147		No														
		SHP1065		No														
		FFV003		No														
		FFV010		No														
		FFV014		No														
10		FFP011		No														
		FFV204	FFV204/s	No														
		FFM112		No														
		FFM084	FFM084/s	No														
		FFM079		No														
		FFM077		No														
	156289	FFM094	FFM094/s	No														
		FFM100	FFM100/s	No														
		FFM090		No														
	156620	FFM088		No														
		FFM073	FFM073/s	No														
		FFM091		No														
		FFM101	FFM101/s	No														
	156290	FFM096	FFM096/s	No														
		FFM071	FFM071/s	No														
10		FFM113		No														
10		SHP0132		No														
10		SHP0135		No														

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comment
	SHP0132		No														
	SHP0135		No														
	SHP1027		No														
	SHP1030		No														
	SHP1031		No														
	SHP1035		No														
	SHP1033		No														
	SHP1034		No														
	SHP1037		No														
	FFV194		No														
	FFV197		No														
	FFV043		No														
	FFV030		No														
	FFV034		No														
	FFV032	FFV032/s	No														
	FFV275		No														
	FFV200	FFV200/s	No														
	FFV133	FFV133/s	No														
	FFV279		No														
	FFV051		No														
165381	FRC641		No														
174129	FFR029	FFR029/s	No														
	BAS247		No														
	FFR010	FFR010/s	No														
104222	FFR014	FFR014/s	No														
	OPI040		No														
	FRC035	FRC035/s	No														
	BAS244		No														
104379	FRC340	FRC340/s	No														
	CHC085		No														
	BAS250		No														
104361	FRC160	FRC160/s	No														
	FRC464	FRC464/s	No														
	AMA145		No														
179294	FRC260	FRC260/s	No														
104378	FRC314	FRC314/s	No														
104381	FRC362	FRC362/s	No														
	FRC051	FRC051/s	No														
104377	FRC309	FRC309/s	No														
104363	FRC194	FRC194/s	No														
104396	FRC540	FRC540/s	No														
	TEA166		No														
179617	BEV052	BEV052/s	No														
	BOS093	BOS093/s	No														
	TBC	TBC/s	No														
	COF400		No														
	SHG5832		No														
	BAS293		No														
	TEA166		No														
	TEA166		No														

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	A
PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comment s	
	TEA166		No															
	TEA166		No															
	SHG6212		No															
	SHP019		No															
	SHP019		No															
179616	BEV079	BEV079/s	No															
	TEA681	TEA681/s	No															
	SHG3271	SHG3271/s	No															
	TEA023	TEA023/s	No															
	TEA908	TEA908/s	No															
	BAS236		No															
	TEA186		No															
	ICE733		No															
	ICE700		No															
	ICE503		No															
	ICE576		No															
	ICE736		No															
	LOLO20		No															
	LOLO07		No															
	LOLO05		No															
179370	ICE118		No															
	ICE011	ICE011/s	No															
179374	ICE528		No															
	ICE531		No															
	ICE542		No															
	ICE539		No															
	ICE552		No															
	ICE560		No															
	ICE550		No															
	ICE556		No															
	ICE521		No															
	ICE522		No															
	ICE537		No															
	LOLO51		No															
	LOLO12		No															
	ICE549		No															
	ICE730		No															
	ICE575		No															
179371	ICE455		No															
179410	SMO001		No															
	LOLO20		No															
	LOLO22		No															
	LOLO05		No															
	LOLO17		No															
	LOLO06		No															
179374	ICE528		No															

[illegible]

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT	Case TOTAL SPEND	Split TOTAL SPEND	Line Weight TOTAL	COMBINED Product Line TOTAL ANNUAL	Prorata / Other
	BEE010		No														
171377	PRC032		No														
	BEE204		No														
	MEC105	MEC105/s	No														
	MEC171	MEC171/s	No														
	SHP204		No														
151956	MEC024	MEC024/s	No														
179697	BIG005		No														
	BEE072		No														
179850	BAC130		No														
178707	SAF090		No														
	SAF092		No														
	SAF050		No														
	SAF052		No														
	BAC100		No														
	MSP003	MSP003/s	No														
	SAS025		No														
	SAF092		No														
175815	POU021		No														
	VGN113	VGN113/s	No														
178708	SAS091		No														
	SAS030		No														
179804	SAS130		No														
	SAS280		No														
105533	MEC140	MEC140/s	No														
105782	MLP040		No														
179630	MLK047	MLK047/s	No														
	MLK042	MLK042/s	No														
	MLK054	MLK054/s	No														
	MLK038	MLK038/s	No														
	IND220	IND220/s	No														
	IND220	IND220/s	No														
	MLK050	MLK050/s	No														
105758	MLK555	MLK555/s	No														
	AIM016		No														
178859	MLK015	MLK015/s	No														
	MLK420	MLK420/s	No														
166084	MLK007	MLK007/s	No														
	MLK069	MLK069/s	No														
	MLK077		No														
179296	PST039	PST039/s	No														
179296	PST039	PST039/s	No														
107137	PST041		No														
	SHP115		No														
	SHP1222		No														
106068	NUT105	NUT105/s	No														
106048	NUT020	NUT020/s	No														
	SHG6267	SHG6267/s	No														
	SHG6268	SHG6268/s	No														
	KPS083		No														
	NUT153	NUT153/s	No														

	M	N	O	P
PRODUCT	PRODUCT	PRODUCT	BONDED	
ExportCode	Other Code	SPLIT Code	(Yes/ No)	
	SHG6268	SHG6268/s	No	
	KPS083		No	
	NUT153	NUT153/s	No	
179680	NUT154	NUT154/s	No	
	BAS324	BAS324/s	No	
	NUT145	NUT145/s	No	
106052	NUT044		No	
	OIL080	OIL080/s	No	
106109	OIL059	OIL059/s	No	
	BAS195		No	
	OIL075	OIL075/s	No	
	OIL075	OIL075/s	No	
	OIL003	OIL003/s	No	
	WNE048	WNE048/s	No	
	WNE049	WNE049/s	No	
	WNE044	WNE044/s	No	
110040	WNE019	WNE019/s	No	
179292	PST320	PST320/s	No	
	BAS266		No	
	BAS112		No	
178281	PST030		No	
178283	PST028		No	
179298	PST018	PST018/s	No	
178631	PST380		No	
179275	PST381		No	
	UNI163		No	
179292	PST320	PST320/s	No	
	PST378	PST378/s	No	
	PST374	PST374/s	No	
107205	PST376	PST376/s	No	
106215	PAS094		No	
106210	PAS057		No	
106222	PAS122		No	
179338	CEN035		No	
	SAS280		No	
	PAP164		No	
	PAP163		No	
	PIK618	PIK618/s	No	
	PIK618	PIK618/s	No	
155397	PIK619	PIK619/s	No	
	AMA432		No	
	AMA069		No	
	AMA218		No	
	OPI074		No	
	VGf119	VGf119/s	No	
	OPI046		No	
	PIK608	PIK608/s	No	
	ABW073		No	
	ABW075		No	
	ABW071		No	

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/ No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comment
	ABW075		No														
	ABW071		No														
169190	PIK048	PIK048/s	No														
	PIK608	PIK608/s	No														
	CAR605		No														
	PIE360		No														
	PIE359		No														
	PIE366		No														
	PIE506		No														
168254	PIE007		No														
179396	PIE349		No														
179395	PIE347		No														
	PIE324		No														
	PIE310		No														
179391	PIE300		No														
	BON012		Yes														
	CKF033		No														
	CKF030		No														
	CKF031		No														
	CHI034		No														
177404	CHI042		No														
166319	DUC001		No														
175008	CHK075		No														
	DUC005		No														
175798	CHK061		No														
175794	CHK002		No														
146841	CHK073		No														
	POU026	pou026/s	No														
	CRP503	crp503/s	No														
	SHG5569		No														
179263	CRP006	crp006/s	No														
179281	CRP003	crp003/s	No														
102948	CRP102	crp102/s	No														
102937	CRP002	crp002/s	No														
102944	CRP030	crp030/s	No														
	VGN152		No														
	VGN107	vgn107/s	No														
	VGN123	vgn123/s	No														
	VGN040		No														
	SHP612		No														
	BAS198		No														
	SHG5211		No														
	CRP043		No														
179287	CRP040		No														
179287	CRP040		No														
	CRP042		No														
102968	CRP249		No														
103009	CRP330	CRP330/s	No														
160478	CRP041	CRP041/s	No														

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/ No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comment s
160478	CRP041	CRP041/s	No														
156440	SPI176	SPI176/s	No														
	AMA305		No														
	SPI194	SPI194/s	No														
156440	SPI176	SPI176/s	No														
	SLT008	SLT008/s	No														
178362	SLT023		No														
156440	SPI176	SPI176/s	No														
180083	SPI182	SPI182/s	No														
163269	SPI186	SPI186/s	No														
	SPI076	SPI076/s	No														
	SNK050		No														
	BAS182		No														
	CSP004		No														
	KPS224		No														
	UNIO88		No														
	UNIO89		No														
	UNIO92		No														
	SNK025		No														
	SNK028		No														
	CSP226		No														
	SNK006		No														
	SNK807		No														
	CSP335		No														
	CSP330		No														
	CSP323		No														
	CSP345	CSP345/s	No														
	DHY084		No														
	DHY082		No														
	DHY502		No														
	CSP270		No														
	CSP280		No														
	CSP271		No														
	CSP303		No														
	CSP026		No														
	CSP045		No														
	CSP064		No														
	PTF040	PTF040/s	No														
	SNK050		No														
	SNK025		No														
179228	DFR080	DFR080/s	No														
	SNK028		No														
	SNK026		No														
	SNK201		No														
	SNK004		No														
	SNK007		No														
	SHG6116		No														
	BAS232		No														
	CSP226		No														

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comment s
	CSP226		No														
	MEX001		No														
	SNK006		No														
	TBA		No														
	TBA		No														
	SNK828		No														
	MEX001		No														
	CSP320		No														
	CSP055		No														
	CSP004		No														
	CSP353		No														
	DRC250		No														
	SHG2502		No														
	DRS050		No														
	DRS051		No														
	DRS082		No														
	DRC065		No														
	DRC492		No														
	DRC500		No														
	TBA		No														
	DRC151		No														
	DRC140		No														
	DRC150		No														
172355	DRC016		No														
	SHP736	SHP736/s	No														
105893	MWA020		No														
	BOS006	BOS006/s	No														
	FRJ029	FRJ029/s	No														
104431	FRJ050	FRJ050/s	No														
104457	FRJ150	FRJ150/s	No														
104429	FRJ034	FRJ034/s	No														
	BAS312		No														
	SHP211		No														
	DRC282		No														
	SHG558	SHG558/s	No														
	DRS120	DRS120/s	No														
	BAS335		No														
	BRI004		No														
	DRS123	DRS123/s	No														
	BAS333		No														
	BAS332		No														
	DRS076	DRS076/s	No														
	BAS334		No														
	DRC196		No														
	DRC195		No														
	DRC198		No														
175482	DRC197		No														
	COC253		No														
	DRC182		No														
	DRC162		No														

	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
	PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comments
		DRC182		No		TANGO APPLE SUGAR FREE (CANS)	24	330ML	60.77	60.77				60.77			60.77	
		DRC162		No														
		BAS171		No														
	104425	FRJ030	FRJ030/s	No														
		DRS022		No														
		BAS200		No														
		DRS070	DRS070/s	No														
		UNI117		No														
		UNI115		No														
		UNI114		No														
	178852	SOU070		No														
		UNI108		No														
		SOU083		No														
		SHP651		No														
		SHP702		No														
		SHP762	SHP762/s	No														
	166941	SOU072		No														
		UNI108		No														
		UNI107		No														
	150513	SOU111	SOU111/s	No														
		SUG500	SUG500/s	No														
		SUG110		No														
		SUG250	SUG250/s	No														
		SUG154	SUG154/s	No														
		SUG250	SUG250/s	No														
		BEN027		No														
		BEN134		No														
		SYR010		No														
		SYR010		No														
		SYR002	SYR002/s	No														
	163067	SYR035	SYR035/s	No														
		BEN122		No														
	163065	SYR032	SYR032/s	No														
		SAU178	SAU178/s	No														
		SPI429	SPI429/s	No														
	107565	UNI173		No														
		UNI171		No														
		OPI081		No														
		AMA326		No														
		STO027		No														
		PIK038	PIK038/s	No														
		SAU153	SAU153/s	No														
		MUS105	MUS105/s	No														
		PIK039	PIK039/s	No														
		PIK036	PIK036/s	No														
		PRE022		No														
		PIK043	PIK043/s	No														
	166935	SAU070	SAU070/s	No														
		PRE022		No														
		ASA022		No														

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/ No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	Prorata / Other Comment s
	PRED22		No														
	AMA032		No														
	SHPO47	SHPO47/s	No														
	SHG223	SHG223/s	No														
	ABW020		No														
180211	VIN084	VIN084/s	No														
	SAU155	SAU155/s	No														
	PIK054	PIK054/s	No														
169109	PIK408	PIK408/s	No														
107811	SAU156	SAU156/s	No														
166357	SAU157	SAU157/s	No														
	PIK043	PIK043/s	No														
	SHP686	SHP686/s	No														
	UNI022		No														
105872	MUS012	MUS012/s	No														
	UNI069		No														
156874	SAU223	SAU223/s	No														
107596	SAU088	SAU088/s	No														
	SAU090	SAU090/s	No														
	SAU219	SAU219/s	No														
105882	MUS214	MUS214/s	No														
	SAU224	SAU224/s	No														
158607	SLT051	SLT051/s	No														
	VIN080	VIN080/s	No														
	MUS040	MUS040/s	No														
	SCM105	SCM105/s	No														
	UNI141		No														
107588	SAU072	SAU072/s	No														
107772	SAU093	SAU093/s	No														
	AMA255		No														
	AMA256		No														
	SHG214	SHG214/s	No														
167547	MUS014	MUS014/s	No														
177407	SCM050	SCM050/s	No														
	SHG222	SHG222/s	No														
	UNI027		No														
143744	PIK103	PIK103/s	No														
	AMA414		No														
	AMA413		No														
	AMA448		No														
	AMA206		No														
	SHG5809	SHG5809/s	No														
	ABW067		No														
	PIK220	PIK220/s	No														
179640	SAU709		No														
109807	VIN010	VIN010/s	No														
106648	PIK315	PIK315/s	No														
166936	SAU797	SAU797/s	No														
167545	SAU041	SAU041/s	No														
	SAS081		No														

M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	P
PRODUCT Export Code	PRODUCT Other Code	PRODUCT SPLIT Code	BONDED? (Yes/ No)	Equivalent / BRAND Offered	PRODUCT DESCRIPTION	CASE Size offered	Split Size offered	CASE Price	PRORATA CASE Price	SPLIT Price	PRORATA SPLIT Price	LINE WEIGHT Price	Case TOTAL SPEND Value	Split TOTAL SPEND Value	Line Weight TOTAL Spend Value	COMBINED Product Line TOTAL ANNUAL SPEND Value	P
167545	SAU041	SAU041/s	No														
	SAS081		No														
179383	IND011	IND011/s	No														
179320	BUF056		No														
179321	BUR110		No														
179424	VGN074	VGN074/s	No														
179425	VGN075	VGN075/s	No														
	BAS251		No														
179429	VGN112		No														
179421	VGN020		No														
179430	VGN120	VGN120/s	No														
179426	VGN087	VGN087/s	No														
179428	VGN108	VGN108/s	No														
	SAN045		No														
	VGC028	VGC028/s	No														
167527	VGC262	VGC262/s	No														
	VGC650	VGC650/s	No														
	VGF008	VGF008/s	No														
	VGF034	VGF034/s	No														
	VGF130	VGF130/s	No														
	VGF152	VGF152/s	No														
	VGF026	VGF026/s	No														
109529	VGC196	VGC196/s	No														
	SHP004	SHP004/s	No														
	BAS017		No														
	SHG2772		No														
109506	VGC086	VGC086/s	No														
167078	VGC260	VGC260/s	No														
109581	VGC580	VGC580/s	No														
109651	VGC830	VGC830/s	No														
	VGC649	VGC649/s	No														
	AMA060	AMA060/s	No														
109550	VGC362	VGC362/s	No														
179219	VGC820	VGC820/s	No														
	AMA118		No														
	AMA126		No														
	AMA123		No														
179411	VGF002	VGF002/s	No														
179237	PIK016	PIK016/s	No														
179238	PIK017	PIK017/s	No														
179214	BON743	BON743/s	Yes														
109641	VGC811	VGC811/s	No														
109523	VGC170	VGC170/s	No														
109528	VGC188	VGC188/s	No														
167077	VGC144	VGC144/s	No														
167550	VGC094	VGC094/s	No														
	MEX005	MEX005/s	No														
	SAN045		No														
	BOS016	BOS016/s	No														
	BAS246		No														

M	N	O
PRODUCT ExportCode	PRODUCT Other Code	PRODUCT SPLIT Code
	BOS016	BOS016/s
	BAS246	
	VGC546	VGC546/s
	BON755	BON755/s
179288	CRP019	CRP019/s
178021	BAS207	
174105	VGF025	VGF025/s
	VGF008	VGF008/s
	VGF034	VGF034/s
163351	VGF046	VGF046/s
	BUF019	BUF019/s
	BUF019	BUF019/s
179420	VGF120	VGF120/s
179418	VGF083	VGF083/s
174131	VGF151	VGF151/s
	VGF021	
179415	VGF024	VGF024/s
136965	VGF032	VGF032/s
165688	SAV024	

BASKET B (NON-CORE) - GRAND TOTAL

Price Stability

All Prices shall remain **firm and fixed for 12-months from Commencement Date of the Agreement**. Thereafter prices may be subject to change in accordance with the Agreement Terms and Conditions (Appendix C).

Delivery

Deliveries of both a) ships stores and b) station supplies, (including bonded stores) are co-ordinated by BAS to a **nominated UK Port**. If otherwise the Supplier will be notified accordingly.

Schedule 4 - Change Control Notice

Agreement (or Contract) Reference:		UKRI-3727			
1. Change Request Number:					
2. Requested amendments to Agreement (or as applicable Contract) (including reasons):					
2.1 Effective date:					
This change is effective from: _____					
2.2 The Agreement Term (or as applicable Contract term) is amended as follows:					
Original Expiry Date: _____ New Expiry Date: _____					
3. Cost impact					
3.1 The Charges are amended as follows:					
	Qty	Unit cost (£)	Net cost (£)	VAT (£)	Gross cost (£)
Original Agreement Value					
New contract Value					
3.2 New Agreement (or Contract) terms:					

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 Agreement (or as applicable, Contract) remain in full force and effect.

Signed on behalf of

Signed on behalf of

UK Research and Innovation

Turner Price Limited

Signature of authorised officer

Signature of authorised person

Name of authorised officer (please print)

Name of authorised person (please print)

Date

Date