

CONCESSION AGREEMENT

Ref. UKSAC20_0009

UK Space Conference 2021

SECTION A

This Agreement is dated [] 2021.

Parties

- (1) **UK Space Agency (UKSA)**, an Executive Agency of the Department for Business, Energy & Industrial Strategy (BEIS), Polaris House, North Star Avenue, Swindon SN1 1ET (**The Contracting Authority**).
- (2) **[Enter Supplier Name]**, [a company incorporated and registered in [COUNTRY] with company number [NUMBER] and registered VAT number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] [a partnership under the laws of [COUNTRY] whose address is [ADDRESS]] [a business with its trading address at [ADDRESS]] (**the Supplier**).

Background

The Contracting Authority wishes the Supplier to supply, and the Supplier wishes to supply, the Services (as defined below) in accordance with the terms of the Agreement (as defined below)

Contract Duration

The Commencement Date for this contract is **XXXXXX** and the Agreement will end when an Event Manager has been appointed for the 2023 Conference (expected to be during the third quarter of 2022) or 31/09/22, whichever is the earlier and all outstanding monies owed have been paid by exhibitors/sponsors/attendees and all data and remaining funds are satisfactorily transferred.

A1 Interpretation

A1-1 **Definitions.** In the Agreement (as defined below), the following definitions apply:

Agreement: the Agreement between the Contracting Authority and the Supplier for the supply of the Services, in accordance with these Conditions and any Special Conditions.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Contracting Authority for the supply of the Services in accordance with clause B4.

Commencement: the date and any specified time that the Agreement starts.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause C7-11.

Confidential Information: any confidential information, knowhow and data (in any form or medium) which relates to the Contracting Authority or the Supplier, including information relating to the businesses of the Contracting Authority or the Supplier and information relating to their staff, finances, policies and procedures. This includes information identified as confidential in the Special Conditions (if any).

Contracting Authority: UK Space Agency, as specified at Section A (1) and any replacement or successor organisation.

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).

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 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: the Freedom of Information Act 2000 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.

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

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related 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.

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.

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 under this Agreement.

Special Conditions: the special conditions (if any) set out in Schedule 1.

Specification: any specification for the Services, including any related plans and drawings, that is supplied to the Supplier by the Contracting Authority, or produced by the Supplier and agreed in writing by the Contracting Authority.

Supplier or Suppliers: the parties to the Agreement as named in Section A (2).

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 services for or on behalf of the Supplier.

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

UK SBS: UK Shared Business Services Limited (a limited company registered in England and Wales with company number 06330639).

Working Day: any Business Day excluding 27, 28, 29, 30 and 31 December in any year.

A1-2 **Construction.** In the Agreement, unless the context requires otherwise, the following rules apply:

A1-2-1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A1-2-2 A reference to a party includes its personal representatives, successors or permitted assigns.

A1-2-3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

A1-2-4 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.

A1-2-5 The headings in these Conditions are for ease of reference only and do not affect the interpretation or construction of the Agreement.

A1-2-6 A reference to **writing** or **written** includes faxes and e-mails.

A2 Basis of Agreement

A2-1 Not used

A2-2 The terms of this Agreement and any Special Conditions apply to the Agreement 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, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.

A2-3 If there is any conflict or inconsistency between the terms of this Agreement and the Special Conditions (if any), the terms of the Agreement will prevail over the Special Conditions, in each case to the extent necessary to resolve that conflict or inconsistency.

A2-4 The Agreement constitutes an offer by the Contracting Authority to purchase the Services in accordance with this Agreement (and any Special Conditions). This offer shall remain valid for acceptance by the Supplier, in accordance with clause A2-5, for 28 days from the date of issuing to the supplier for signature. Notwithstanding that after 28 days the offer will have expired, the Contracting Authority may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Supplier, in accordance with clause A2-5, as valid acceptance of the offer.

A2-5 Subject to clause A2-4, the Agreement shall be deemed to be accepted on the earlier of:

A2-5-1 the date on which authorised representatives of both parties have signed a copy of this Agreement, or

A2-5-2 the supplier doing any act consistent with performing their obligations in accordance with the Agreement

at which point the Agreement shall come into existence. The Agreement shall remain in force until all the parties' obligations have been performed in accordance with the Agreement, at which point it shall expire, or until the Agreement has been terminated in accordance with clause A3.

A3 Termination

A3-1 The Contracting Authority may terminate the Agreement in whole or in part at any time before the Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Agreement. The Contracting Authority shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.

A3-2 The Contracting Authority may terminate the Agreement with immediate effect by giving written notice to the Supplier if:

A3-2-1 the circumstances set out in clauses B2-1-1, C3 or C4-1 apply;

A3-2-2 the Supplier breaches any term of the Agreement and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or

A3-2-3 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

A3-2-4 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

- A3-2-5 (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
- A3-2-6 (being an individual) the Supplier is the subject of a bankruptcy petition or order; or
- A3-2-7 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
- A3-2-8 (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
- A3-2-9 (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or
- A3-2-10 a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or
- A3-2-11 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 A3-2-3 to clause A3-2-10 inclusive; or
- A3-2-12 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- A3-2-13 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
- A3-2-14 the Supplier's financial position deteriorates to such an extent that in the Contracting Authority's opinion the Supplier's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
- A3-3 Termination of the Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect.
- A3-4 Without prejudice to clause A3-3, clauses B1, B2, B5, B6, B7, B8, B9, C1, C2, C3, C4, C6 and C7 shall survive the termination or expiry of the Agreement and shall continue in full force and effect.
- A3-5 Upon termination or expiry of the Agreement, the Supplier shall immediately:
- A3-5-1 cease all work on the Agreement;
- A3-5-2 Deliver to the Contracting Authority all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then the Contracting Authority may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;
- A3-5-3 cease use of and return (or, at the Contracting Authority's or UK SBS's acting as an agent on behalf of the Contracting Authority's election, destroy)

all of the Contracting Authority's Materials in the Supplier's possession or control; and

A3-5-4 Cease all use of, and delete all copies of the Contracting Authority's confidential information.

A3-6 Not used

A3-7 The Contracting Authority shall at any time have the right for convenience to terminate the Agreement or reduce the quantity of Services to be provided by the Supplier in each case by giving to the Supplier reasonable written notice. During the period of notice the Contracting Authority may direct the Supplier to perform all or any of the work under the Agreement. Where the Contracting Authority has invoked either of these rights, the Supplier may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Agreement. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.

SECTION B

B1 Supply of Services

B1-1 The Supplier shall from the date set out in the Agreement and until the end date specified in the Agreement provide the Services to the Contracting Authority in accordance with the terms of the Agreement.

B1-2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Agreement (including any Special Conditions and any applicable Specification) or notified to the Supplier by the Contracting Authority.

B1-3 In providing the Services, the Supplier shall:

B1-3-1 co-operate with the Contracting Authority in all matters relating to the Services, and comply with all instructions of the Contracting Authority;

B1-3-2 perform the Services with reasonable skill and care and in accordance with all generally recognised commercial standards and practices for services of the nature of the Services;

B1-3-3 use personnel 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;

B1-3-4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Agreement (including any Special Conditions and any applicable Specification), and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Contracting Authority;

B1-3-5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

B1-3-6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Contracting Authority, will be free from defects in workmanship, installation and design;

- B1-3-7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
 - B1-3-8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Contracting Authority's premises; and
 - B1-3-9 Not do or omit to do anything which may cause the Contracting Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Contracting Authority may rely or act on the Services.
- B1-4 The Contracting Authority's rights under the Agreement are without prejudice to and in addition to the statutory terms implied in favour of the Contracting Authority under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other applicable legislation as amended.
- B1-5 Not used
- B1-6 If, in connection with the supply of the Services, the Contracting Authority permits any employees or representatives of the Supplier to have access to any of the Contracting Authority's premises, the Supplier will ensure that, whilst on the Contracting Authority's premises, the Supplier's employees and representatives comply with:
- B1-6-1 all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and
 - B1-6-2 any Contracting Authority policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Contracting Authority` laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Contracting Authority's premises by any employee or representative of the Contracting Authority's.
- B1-7 The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority pursuant to TUPE.

B2 Contracting Authority Remedies

- B2-1 If the Supplier fails to perform the Services by the applicable dates, the Contracting Authority shall, without limiting its other rights or remedies, have one or more of the following rights:
- B2-1-1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - B2-1-2 to refuse to accept any subsequent performance of the Services (including delivery of Deliverables) which the Supplier attempts to make;
 - B2-1-3 to recover from the Supplier any costs incurred by the Contracting Authority in obtaining substitute services from a third party;
 - B2-1-4 Not used

B2-1-5 To claim damages for any additional costs, loss or expenses incurred by the Contracting Authority which are in any way attributable to the Supplier's failure to meet such dates.

B2-2 Not used

B2-3 These Conditions shall extend to any substituted or remedial services provided by the Supplier.

B2-4 The Contracting Authority's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

B3 Contracting Authority Obligations

B3-1 The Contracting Authority shall:

B3-1-1 provide the Supplier with reasonable access at reasonable times to the Contracting Authority's premises for the purpose of providing the Services; and

B3-1-2 Provide such information to the Supplier as the Supplier may reasonably request and the Contracting Authority considers reasonably necessary for the purpose of providing the Services.

B4 Charges and Payment

B4-1 The Supplier is responsible for establishing a financial model which includes delegate fees and sponsor contributions, including sponsorship from the UKSA as outlined in the ITQ included within the Tender Pack. The Supplier, at its own cost and risk, will be required to cover the costs of the event, including but not limited to their own service costs. The Supplier will not be permitted to make any claims for costs associated with the performance of their obligations, nor will the Contracting Authority be liable for any costs the Supplier is unable to recover.

B4-2 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and shall allow the Contracting Authority to inspect such records at all reasonable times on request.

B5 Contracting Authority Property

B5-1 The Supplier acknowledges that all information (including confidential information), equipment and tools, drawings, specifications, data, software and any other materials supplied by the Contracting Authority to the Supplier (**Contracting Authority's Materials**) and all rights in the Contracting Authority's Materials are and shall remain at all times the exclusive property of the Contracting Authority (as appropriate). The Supplier shall keep the Contracting Authority's Materials in safe custody at its own risk, maintain them in good condition until returned to the Contracting Authority, 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 the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

B6 Intellectual Property Rights

B6-1 Save as otherwise provided in the Special Conditions, the Supplier assigns to the Contracting Authority, with full title guarantee and free from all third party rights, all

Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to the Supplier which are not assigned under this clause, the Supplier grants to the Contracting Authority a worldwide, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to maintain, repair, adapt, copy and use those products and Deliverables for any purpose.

B7 Indemnity

B7-1 The Supplier shall indemnify, and shall keep indemnified the Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority, in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority as a result of or in connection with:

B7-1-1 any claim made against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Supplier, its employees, agents or subcontractors; and

B7-1-2 any claim brought against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and

B7-1-3 Any claim whether in tort, Agreement, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause B1-7 of these Conditions.

B7-2 This clause B7 shall survive termination or expiry of the Agreement.

B8 Insurance

B8-1 During the term of the Agreement and for a period of 3 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, employer liability insurance, product liability and public liability insurance to cover such heads of liability as may arise under or in connection with the Agreement, and shall, on the Contracting Authority's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

B9 Liability

B9-1 In this clause B9, a reference to the Contracting Authority or UK SBS's liability for something is a reference to any liability whatsoever which the Contracting Authority or UK SBS might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under the Agreement, in tort or otherwise, and even if it results from the Contracting Authority's or UK SBS's negligence or from negligence for which the Contracting Authority's or UK SBS would otherwise be liable.

- B9-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority is not in breach of the Agreement, and neither the Contracting Authority nor UK SBS has any liability for anything, to the extent that the apparent breach or liability is attributable to the Supplier's breach of the Agreement.
- B9-3 Subject to clause B9-6, neither the Contracting Authority nor UK SBS acting as agent on behalf of the Contracting Authority shall have any liability for:
- B9-3-1 any indirect or consequential loss or damage;
 - B9-3-2 any loss of business, rent, profit or anticipated savings;
 - B9-3-3 any damage to goodwill or reputation;
 - B9-3-4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Contracting Authority's premises by or on behalf of the Supplier; or
 - B9-3-5 Any loss, damage, costs or expenses suffered or incurred by any third party.
- B9-4 Subject to clause B9-6, the Contracting Authority and UK SBS's total liability shall be limited to the Charges.
- B9-5 Subject to clause B9-6, the Supplier's total liability in connection with the Agreement shall be limited to £1,000,000.
- B9-6 Nothing in the Agreement restricts either the Contracting Authority, UK SBS or the Supplier's liability for:
- B9-6-1 death or personal injury resulting from its negligence; or
 - B9-6-2 its fraud (including fraudulent misrepresentation); or
 - B9-6-3 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.

SECTION C

C1 Confidential Information

- C1-1 A party who receives Confidential Information shall keep in strict confidence (both during the term of the Agreement and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging that party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause C1. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:
- C1-1-1 was public knowledge or already known to that party at the time of disclosure; or
 - C1-1-2 subsequently becomes public knowledge other than by breach of the Agreement; or

C1-1-3 subsequently comes lawfully into the possession of that party from a third party; or

C1-1-4 Is agreed by the parties not to be confidential or to be disclosable.

C1-2 To the extent necessary to implement the provisions of the Agreement (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, provided that before any such disclosure that party shall make those persons aware of its obligations of confidentiality under the Agreement and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.

C1-3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at the election of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, destroyed promptly) on expiry or termination of the Agreement, and no copies shall be kept.

C2 Transparency

C2-1 The Supplier acknowledges that the United Kingdom Government's transparency agenda requires that contracts, such as the Agreement, and any sourcing document, such as the invitation to sourcing, are published on a designated, publicly searchable website.

C2-2 The Supplier acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of the Agreement is not Confidential Information. The Contracting Authority shall be responsible for determining in their absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of FOIA.

C2-3 Notwithstanding any other term of the Agreement, the Supplier hereby consents to the Contracting Authority publishing the Agreement in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted) including from time to time agreed changes to the Agreement, to the general public.

C3 Force Majeure

C3-1 If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier or, if it could have been foreseen, was unavoidable, (provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Agreement) prevent the Supplier from carrying out its obligations under the Agreement for a continuous period of more than 10 Business Days, the Contracting Authority may terminate this Agreement immediately by giving written notice to the Supplier

C4 Corruption

C4-1 The Contracting Authority shall be entitled to terminate the Agreement immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:

C4-1-1 offers or agrees to give any person working for or engaged by the Contracting Authority, UK SBS 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 between the Supplier and Contracting Authority, or UK SBS or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the rights and obligations contained within it;

C4-1-2 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 the Contracting Authority, or UK SBS 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 the Contracting Authority, or UK SBS before the Agreement is entered into;

C4-1-3 breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or

C4-1-4 Gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

C4-2 For the purposes of clause C4-1, "loss" shall include, but shall not be limited to:

C4-2-1 The Contracting Authority's costs in finding a replacement supplier;

C4-2-2 direct, indirect and consequential losses; and

C4-2-3 Any loss suffered by the Contracting Authority as a result of a delay in its receipt of the Services.

C5 Data Protection

C5-1 The Supplier shall comply at all times with all data protection legislation applicable in the UK from time to time.

C5-2 General Data Protection Regulations (GDPR)

C5-2-1 The Supplier warrants that that it shall under this Agreement: Process only on documented instructions (Annex A) by the Contracting Authority , including regarding international transfers (unless, subject to certain restrictions, legally required to transfer to a third country or international organisation);

- a. provide all reasonable assistance to the Contracting Authority in the preparation of any Data Protection Impact Assessment (see <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN> of the GDPR). prior to commencing any processing. Such assistance may, at the discretion of the Contracting Authority, include;
 - i. systematic description of the envisaged processing operations and the purpose of the processing;
 - ii. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - iii. an assessment of the risks to the rights and freedoms of Data Subjects; and

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- iv. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
 - b. ensure those processing personal data are under a confidentiality obligation (contractual or statutory);
 - c. appoint a suitably qualified data protection representative to manage the data;
 - d. keep records of their 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. Records should include: (1) details of the data controller and data processor and their representatives; (2) the categories of processing activities that are performed; (3) information regarding cross-border data transfers and; and (4) a general description of the security measures that are implemented;
 - e. take all measures required under the security provisions which includes pseudonymisation and encrypting personal data as appropriate;
 - f. only use a sub-processor with the Contracting Authority's formal written consent (specific or general, although where general consent is obtained processors must notify all and any changes to the Contracting Authority, giving them an opportunity to object);
 - g. flow down the same contractual obligations to sub-processors;
 - h. notify the Contracting Authority without undue delay of data breaches;
 - i. assist the Contracting Authority in responding to requests from individuals (data subjects) exercising their rights;
 - j. assist the Contracting Authority in complying with the obligations relating to a security breach notification, Data Protection Impact Assessment and consulting with supervisory authorities;
 - k. securely destroy (providing evidence that this has occurred e.g. a secure waste disposal certificate from a third party) or return as instructed by the Contracting Authority all personal data at the end of the Agreement (unless storage is required by EU/member state law);
 - l. Make available to the Contracting Authority all information necessary to demonstrate compliance; allow/contribute to audits (including inspections by the Contracting Authority or a third party); and inform the Contracting Authority if its instructions infringe data protection law or other EU or member state data protection provisions.

C5-2-2 The Contracting Authority may require further assurances during the Agreement through a series of questions as to the Supplier's GDPR compliance.

C5-2.3 Notwithstanding any other remedies available to the Contracting Authority, the Supplier shall fully indemnify the Contracting Authority as a result of any such

breach of the General Data Protection Regulations (GDPR), by the Supplier or any other party used by the Supplier in its performance of the Contract, that results in the Contracting Authority suffering fines, loss or damages.

C5-2-4 For the avoidance of doubt this clause shall require the Supplier to ensure that this Agreement from its Commencement shall be performed in such a way so as to be compliant with any existing Data Protection Act and will meet the requirements of the GDPR.

Annex A - Schedule of Processing, Personal Data and Data Subjects

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be a subject of a formal amendment to this Agreement.

Description	Details
Subject matter of the processing	Non-sensitive Personal Data for people interested or involved in the conference. Sensitive Personal Data (e.g. payment details) for delegates.
Duration of the processing	Data from the last conference will be transferred at the start of the contract (subject to the Data Subjects' permission) and further data will be gathered during the whole of the contract duration. It will be needed until the appointment of the event manager for the 2023 conference (likely to be September 2022) in order to ensure continuity from the 2021 conference and to keep existing delegates informed
Nature and purposes of the processing	Non-sensitive Personal Data will be used to promote the conference to potential delegates and other participants. Sensitive Personal Data will be used to charge delegates for the cost of registration. The Event Manager shall confirm to the Contracting Authority that data storage is compliant with GDPR requirements.
Type of Personal Data	Data will comprise email address, name, affiliation, role, category (e.g. delegate, sponsor, exhibitor). In some cases, it will include telephone number and/or postal

	<p>address. For registering delegates, it will include payment details. For those attending the conference it may include name badges and photographs (both those supplied by speakers and those taken during the event). The event will be filmed for future publicity. Delegates will be able to opt out of these photos and films. For speakers it will include biographies (for publication in the programme).</p>
<p>Categories of Data Subject</p>	<p>People interested in the conference, people registered for the last (2019) conference, people registering for the current (2021) conference, people representing organisations who might sponsor or exhibit at the conference, people who might organise sessions or speak at the conference, suppliers of services to the conference, teachers or members of the public interested in attending the outreach sessions at the conference.</p>
<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The current Event Manager will email all existing contacts inviting them to approve retention of their Non-sensitive Personal Data. Replies will be handled by the new Event Manager to compile a new GDPR-compliant database of contacts. Payment details will not be kept by the Event Manager and will be destroyed by the relevant processing centre once payment has been received. Non-sensitive Personal Data will be kept until three months after the date of the 2021 conference and then destroyed unless replies have been received from contacts indicating that they are interested in the following conference. The Supplier will confirm to the Contracting Authority that they have permission to maintain the data or that they have destroyed it.</p>

C6 Freedom of Information

- C6-1 The Supplier acknowledges that the Contracting Authority is subject to the requirements of FOIA and EIR and shall assist and co-operate with the Contracting Authority to enable it to comply with its obligations under FOIA and EIR.
- C6-2 The Supplier shall and shall procure that its employees, agents, sub-contractors and any other representatives shall provide all necessary assistance as reasonably requested by the Contracting Authority to enable the Contracting Authority to

respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

- C6-3 The Contracting Authority acting as an agent on behalf of the Contracting Authority shall be responsible for determining (in its absolute discretion) whether any Information:

C6-3-1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;

C6-3-2 is to be disclosed in response to a Request for Information,

And in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the Contracting Authority.

- C6-4 The Supplier acknowledges that the Contracting Authority may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:

C6-4-1 without consulting with the Supplier, or

C6-4-2 Following consultation with the Supplier and having taken its views into account.

- C6-5 Where clause C6-4-2 applies the Contracting Authority 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.

- C6-6 Where the Supplier organisation is subject to the requirements of the FOIA and EIR, C6-7 will supersede C6-2 – C6-5. Where the Supplier organisation is not subject to the requirements of the FOIA and EIR, C6-7 will not apply.

- C6-7 The Contracting Authority and UK SBS acknowledge that the Supplier may be subject to the requirements of the FOIA and EIR and shall assist and co-operate with the Supplier to enable them to comply with its obligations under the FOIA and EIR.

C7 General

C7-1 Entire Agreement

C7-1-1 The Agreement constitutes the entire agreement between the Contracting Authority and the Supplier in relation to the supply of the Services and the Agreement supersedes any earlier agreements, arrangements and understandings relating to that subject matter.

C7-2 Liability – Not Used (See Clause B9)

C7-2-1 Not used (See Clause B9)

C7-2-2 Not used (See Clause B9)

C7-3 Transfer to UKSA, Assignment and Subcontracting / Not Applicable

C7-4 Further Assurance

C7-4-1 The Supplier will promptly at the request of the Contracting Authority do (or procure to be done) all such further acts and things, including the execution of all such other documents, as either the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Agreement.

C7-5 Publicity

C7-5-1 The Supplier shall not make any press announcements or publicise this Agreement in any way without prior written consent from the Contracting Authority.

C7-5-2 The Contracting Authority shall be entitled to publicise this Agreement in accordance with any legal obligation upon Contracting Authority, including any examination of this Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

C7-5-3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of the Contracting Authority or bring the Contracting Authority into disrepute.

C7-6 Notices

C7-6-1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to:

C7-6-1-a in the case of the Contracting Authority: **Joe Hobbins**; Address: **Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1SZ**; Email: **commercial@ukspaceagency.gov.uk**

C7-6-1-b in the case of the Supplier: the address, fax number and email address set out in the Order, or any other address, fax number or email address which that party may have specified to the other party in writing in accordance with this clause C7-6, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.

C7-6-2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause C7-6-1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail between the hours of 9.00am and 5.00pm on a Working Day, upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number), or if sent by fax or e-mail outside the hours of 9.00am and 5.00pm on a Working Day, at 9.00am on the next Working Day following successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number).

C7-6-3 Not Used

C7-6-4 The provisions of this clause C7-6 shall not apply to the service of any proceedings or other documents in any legal action.

C7-6-5 Not used

C7-7 **Severance**

C7-7-1 If any court or competent authority finds that any provision of the Agreement (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.

C7-7-2 If any invalid, unenforceable or illegal provision of the Agreement 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.

C7-8 **Waiver.** A waiver of any right or remedy under the Agreement 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 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.

C7-9 **No Partnership, Employment or Agency.** Nothing in the Agreement creates any partnership or joint venture, nor any relationship of employment, between the Supplier and the Contracting Authority. Nothing in the Agreement creates any agency between the Supplier and either the Contracting Authority.

C7-10 **Third Party Rights.** A person who is not a party to this Agreement shall not have any rights under or in connection with it, except that UK SBS and any member of the UK SBS, Associated Bodies or Authorised Entities that derives benefit under this Agreement may directly enforce or rely on any terms of this Agreement.

C7-11 **Variation.** Any variation to the Agreement, including any changes to the Services, these Conditions, the Special Conditions or the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by the Contracting Authority and the Supplier.

C7-12 **Governing Law and Jurisdiction.**

C7-12-1 Subject to clause C7-12-2, the Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

C7-12-2 The Contracting Authority shall be free to enforce its intellectual property rights in any jurisdiction.

C7-13 **Modern Slavery Act 2015**

C7-13-1 During the Term or any extension of the Agreement, the Contracting Authority is committed to ensuring that its supply chain complies with the above Act. The Supplier shall provide such assurances, on the anniversary

of the Commencement date or completion of the Agreement, if less than 12 months.

C7-13-2 The Supplier shall provide a report covering the following but not limited to areas as relevant and proportionate to the Agreement evidencing the actions taken, relevant to the Supplier and their supply chain associated with the Agreement.

C7-13-2-a Impact assessments undertaken

C7-13-2-b Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised

C7-13-2-c Evidence of stakeholder engagement

C7-13-2-d Evidence of ongoing awareness training

C7-13-2-e Business-level grievance mechanisms in place to address modern slavery

C7-13-2-f Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

C7-13-3 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority reserves the sole right to audit any and all reports submitted by the Supplier to an extent as deemed necessary and the Supplier shall unreservedly assist the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in doing so. Any financial burden incurred by the Supplier in doing so shall not be reimbursable.

C7-14 Not used

C7-15 Taxation Obligations of the Supplier

C7-15-1 The relationship between the Contracting Authority and the Supplier will be that of “independent contractor” which means that the Supplier is not an employee, worker, agent or partner of the Contracting Authority or UK SBS and the Supplier will not give the impression that they are.

(1.) The Supplier in respect of consideration shall at all times comply with the income tax Earnings and Pensions Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

(2.) Where Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this Agreement, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

(3.) The Contracting Authority may, at any time during the term, completion extension or post termination of this Agreement, request (Supplier) to provide information which demonstrates how Supplier complies with its obligations under tax and National Insurance Clauses (1) and (2) above or why those clauses do not apply to it.

- C7-15-2 As this is not an employment Contract the Supplier will be fully responsible for all their own tax including any national insurance contributions arising from carrying out the Services.
- C7-15-3 A request under Clause (3) above may specify the information which Supplier shall provide and the period within which that information must be provided.
- C7-15-4 In the case of a request mentioned in Clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the Contracting Authority terminating the Agreement.
- C7-15-5 Any obligation by Supplier to comply with Clause (1) and (2) shall survive any extension, completion or termination and Supplier obligations to Indemnify the Contracting Authority shall survive without limitation and until such time as any of these obligations are complied with.
- C7-15-6 The Contracting Authority may supply any information, including which it receives under clause (3) to the commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- C7-15-7 If the Contracting Authority has to pay any such tax under clauses (1) and (2) then the Supplier will pay back to the Contracting Authority in full, any money that the Contracting Authority has to pay, and they will also pay back the Contracting Authority for any fine or other punishment imposed on the Contracting Authority because the tax or national insurance was not paid by the Supplier.

C7-16 Cyber Essentials Questionnaire

The supplier agrees that during any term or extension at the sole discretion of the Contracting Authority, to complete the attached questionnaire as many times as is required within 14 days from notice, and shall send this information as directed by the Contracting Authority. The Contracting Authority is required to provide such assurances to comply with government legislation. Any financial burden associated with the completion and submission of this questionnaire shall be at the suppliers cost and will not be reimbursable.



Copy os Statement
of Assurance Questio

Schedule 1 Special Conditions

NOT USED

For and on behalf of
(The Supplier)

Signed

Name

Position

Date

For and on behalf of
(The Contracting Authority)

Signed

Name

Position

Date

THIS IS THE LAST PAGE OF THESE TERMS & CONDITIONS