



UK Research
and Innovation

[Supplier name]

[Supplier address]

Attn: [insert Supplier contact name]

By email to: [insert Supplier contact email address]

Date: [Insert date]

Your ref: [Insert Supplier's
reference, if any]

Our ref: PR19028

Dear Sirs,

Award of contract for the supply of FEBE Hutch Magnets: Specification

Following your tender/ proposal for the supply of FEBE Hutch Magnets: Specification to UKRI, we are pleased to award this contract to you.

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

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("UKRI"); and
- (2) [insert Supplier's full 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]] OR [a partnership under the laws of [COUNTRY] whose address is [ADDRESS]] OR [a business with its trading address at [ADDRESS]] (the "Supplier").

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

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

Term

- 1 Commencement Date: [Insert the start date of the contract]
- 2 Expiry Date: [insert the date on which the contract will end]

Description of Goods and/or Services

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

Charges & Payment

- 4 The Charges for the Goods and/or Services shall be as set out in Schedule 3.
- 5 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: [insert address].
- 6 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and

telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to **[insert email address]** or by telephone **[insert telephone number]** between 09:00-17:00 Monday to Friday.

Supplier's Liability

- 7 Pursuant to clause 20.4, the Supplier's Limit of Liability under this Contract shall be: 125% of the total Charges paid and payable to the Supplier under this Contract.

Insurances

- 8 The Supplier is not required to maintain the following insurance policies referred to in clause 19.1 of the Conditions:

(a) [●]

Notices

- 9 The address for notices of the Parties are:

UKRI

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

Attention: **[Insert Commercial Business
Partner name]**

Email: commercial@ukri.org

Supplier

**[insert name
and address of Supplier]**

Attention: **[insert title]**

Email: **[insert email address]**

Liaison & Disputes

- 10 For general liaison your contact will continue to be **[insert Contract Manager name and contact details]** or, in their absence, **[insert secondary name and contact details]**.

- 11 Pursuant to Clause 32.3, Disputes shall be escalated to the following individuals:

- (b) Stage 1 escalation:

UKRI: **[insert Commercial Business Partner name]**

Supplier: [●]

- (c) Stage 2 escalation:

UKRI: UKRI Head of Commercial

Supplier: [●]

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

Yours faithfully,

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

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

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

Signed for and on behalf of ***[insert full name of Supplier]***

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

Schedule 1 - The Conditions

1 INTERPRETATION

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

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

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

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

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

Confidential Information: means:

- (a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;
- (b) any information or analysis derived from the Confidential Information;
- (c) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;
- (d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;
- (e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and
- (f) any copy of any of the information described in (a), (b), (c), (d), or (e) above, which shall be deemed to become Confidential Information when it is made. For the

purposes of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), (c), (d), or (e) above (howsoever made);

but not including any information which:

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

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

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

Declaration of Ineffectiveness: a declaration made by a Court under regulation 98 which has any of the consequences described in regulation 101 of the Public Contracts

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

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

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

Delivery Date: the date for delivery of the Goods 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 Contract;

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

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

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

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

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

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 Contract 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 or otherwise notified as such by UKRI to the Supplier in writing;

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

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

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

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

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

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

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

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

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

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

Remediation Plan: means a report identifying:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to any Law is a reference to Law as amended or re-enacted. A reference to a Law includes any subordinate legislation made under that Law, as amended or re-enacted.
- (d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) The headings in the Contract are for ease of reference only and do not affect the interpretation or construction of the Contract.
- (f) A reference to writing or written includes e-mails.
- (g) A reference to numbered clauses are references to the relevant clause in this Contract.
- (h) Any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done.

2 BASIS OF CONTRACT

2.1 The Contract comprises of the Award Letter and its Schedules, to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or

incorporate (whether in any quotation, confirmation of order, invoice, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.

- 2.2 If there is any conflict or inconsistency between the Award Letter and its Schedules, the provisions of the Award Letter will prevail followed by the Conditions in this Schedule 1 to the extent necessary to resolve that conflict or inconsistency.

3 TERM

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

4 SUPPLY OF SERVICES

- 4.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall for the Term provide the Services to UKRI in accordance with the terms of this Contract.
- 4.2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Specification or notified to the Supplier by UKRI.
- 4.3 In providing the Services, the Supplier shall:
- (a) co-operate with UKRI in all matters relating to the Services, and comply with all instructions of UKRI using reasonable endeavours to promote UKRI's interests;
 - (b) perform the Services with reasonable skill, care and diligence in accordance with Good Industry Practice in the Supplier's industry, profession or trade;
 - (c) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - (d) ensure that the Services and Deliverables will conform with the Specifications 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.

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

5 SUPPLY OF GOODS

5.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall supply all Goods in accordance with the Contract. In particular, the Supplier warrants that the Goods shall:

- (a) conform with their description in the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by UKRI, expressly or by implication, and in this respect UKRI relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by UKRI shall not relieve the Supplier of any of its obligations under this sub-clause;

- (c) where applicable, be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;
 - (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).
- 5.2 In supplying the Goods, the Supplier shall co-operate with UKRI in all matters relating to the supply of the Goods and comply with all of UKRI's instructions.
- 5.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 5.4 UKRI and its representatives shall have the right to inspect and test the Goods at any time before Delivery.
- 5.5 If following such inspection or testing UKRI considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 5.1, UKRI shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 5.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under this Contract, and UKRI shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 5.7 UKRI's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of UKRI under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other applicable legislation as amended.

6 DELIVERY

- 6.1 Unless otherwise agreed in writing by UKRI, the Supplier shall Deliver the Goods to UKRI on the Delivery Date (with the carriage paid) to the address(es) specified in the Specification and in accordance with any other Delivery instructions provided to the Supplier.
- 6.2 Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place (as well as any other specific arrangement agreed by the Parties has taken place) and UKRI has signed for the Delivery. The Supplier will unload the Goods at its own risk as directed by UKRI. The Goods will remain at the risk of the Supplier until Delivery to UKRI (including unloading) is complete and the Supplier has obtained sign-off of the Delivery Note by or on behalf of UKRI.
- 6.3 Unless otherwise stipulated by UKRI in writing to the Supplier, Deliveries shall only be accepted by UKRI on Working Days and during normal business hours.
- 6.4 The Supplier shall ensure that:
- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition:
 - (b) each delivery of the Goods is accompanied by a Delivery Note; and
 - (c) if the Supplier requires UKRI to return any packaging material to the Supplier, that fact is clearly stated on the Delivery Note. Any such packaging material shall be returned to the Supplier at the Supplier's cost.
- 6.5 If the Supplier delivers to UKRI more than the quantity of Goods ordered, UKRI will not be bound to pay for the excess and any excess will remain at the Supplier's risk and will be returnable to the Supplier at the Supplier's expense.
- 6.6 If the Supplier delivers less than the quantity of Goods ordered, and UKRI accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 6.7 The Supplier shall 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.
- 6.8 The Supplier shall:

- (a) obtain, at its risk and expense, any export and import licences or other authorisations necessary for the export and import of the Goods and their transit through any country or territory; and
 - (b) deal with all customs formalities necessary for the export, import and transit of the Goods, and will bear the costs of complying with those formalities and all duties, taxes and other charges payable for export, import and transit.
- 6.9 Without prejudice to UKRI's statutory rights, UKRI will not be deemed to have accepted any Goods until it has had at least 14 Working Days after Delivery to inspect them 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.
- 6.10 Without prejudice to clause 13.1, any access to UKRI's premises and any labour and equipment that may be provided by UKRI in connection with Delivery of the Goods shall be provided without acceptance by UKRI of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss or damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of UKRI, its servant or agent. The Supplier shall indemnify UKRI in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which UKRI may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or the Staff.

7 TITLE, RISK AND USE

- 7.1 Without prejudice to any other rights or remedies of UKRI, title and risk in the Goods shall pass to UKRI on completion of Delivery.
- 7.2 The Supplier warrants that:
 - (a) it has full clear and unencumbered title to the Goods;
 - (b) at the Delivery Date of any of the Goods it shall have full have unrestricted right, power and authority to sell, transfer and deliver all of the Goods to UKRI; and
 - (c) on Delivery, UKRI shall acquire a valid and unencumbered title to the Goods.

8 REMEDIES

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

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

- (a) terminate the Contract in whole or in part without liability to the Supplier;
- (b) accept late delivery of the Goods;
- (c) require the Supplier, free of charge, to deliver substitute Goods within the timescales specified by UKRI;
- (d) require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (e) reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and UKRI shall be entitled to a full refund on those Goods or part of Goods duly returned;
- (f) buy the same or similar goods from another supplier; and
- (g) recover any expenses incurred in respect of buying the Goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

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

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

(each a "**Notifiable Breach**"), the Supplier must as soon as practicable but in any event within 5 Working Days (or as otherwise agreed by UKRI) of being notified by UKRI of the Notifiable Breach, submit a draft Remediation Plan to UKRI for approval. UKRI may, acting reasonably, consider the draft Remediation Plan as inadequate to rectify the Notifiable Breach and reject the draft, in which case the Supplier shall submit a revised Remediation Plan to UKRI for review within 3 Working Days (or as otherwise agreed by UKRI) of UKRI's

notice rejecting the draft. Once the Remediation Plan is approved, the Supplier shall immediately start work on the actions set out in the approved Remediation Plan.

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

- (a) terminate the Contract with immediate effect by giving 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 8.4.

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

9 UKRI OBLIGATIONS

9.1 UKRI shall:

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

10 CHARGES AND PAYMENT

10.1 The Charges for the Goods and/or Services are set out in Schedule 3, and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or Services. Unless otherwise agreed in writing by UKRI, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the provision of the Goods and/or performance of the Services.

10.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate where applicable. UKRI shall, where applicable and following the receipt of a valid VAT invoice,

pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods and/or Services.

- 10.3 The Supplier shall invoice UKRI at the times specified in Schedule 3 and in accordance with this clause 10. If an invoicing schedule is not specified in Schedule 3, the Supplier shall invoice UKRI on or after the Delivery of the Goods or completion of the Services.
- 10.4 Each invoice shall include such supporting information required by UKRI to verify the accuracy of the invoice, including the relevant PO Number and a breakdown of the Goods and/or Services supplied in the invoice period as well as appropriate details in order to allow for payment via BACS transfer (sort code and bank account details).
- 10.5 In consideration of the supply of the Goods and/or Services by the Supplier, UKRI shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice after verifying that the invoice is valid and undisputed. Payment shall be made to the bank account nominated in writing by the Supplier unless UKRI agrees in writing to another payment method.
- 10.6 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 10.5 after a reasonable time has passed (which shall be no less than 14 calendar days).
- 10.7 If there is a dispute between the Parties as to the amount invoiced, UKRI may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate this Contract for a failure to pay undisputed invoice in accordance with clause 21.5. Any disputed invoices shall be resolved through the dispute resolution procedure detailed in Clause 32.
- 10.8 If a payment of an undisputed invoice is not made by UKRI by the due date, then UKRI shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.9 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
 - (a) provisions having the same effects as clauses 10.3 to 10.8 of this Contract; and

- (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 10.3 to 10.9 of this Contract.
- (c) In this clause 10.9, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from UKRI in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

10.10 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part. If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Contract or under any other agreement or contract with UKRI.

11 TAXATION OBLIGATIONS OF THE SUPPLIER

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

12 UKRI PROPERTY

- 12.1 The Supplier acknowledges that all information (including UKRI’s Confidential Information), equipment and tools, drawings, specifications, data, software and any other materials supplied by UKRI (or its agents on behalf of UKRI) to the Supplier (“UKRI’s Materials”) and all rights in UKRI’s Materials are and shall remain at all times the exclusive property of UKRI. The Supplier shall keep UKRI’s Materials in safe custody at its own risk, maintain them in good condition until returned to UKRI, and not dispose or use the same other than for the sole purpose of performing the Supplier’s obligations under the Contract and in accordance with written instructions or authorisation from UKRI.
- 12.2 UKRI’s Materials shall be returned promptly to UKRI on expiry or termination of the Contract.

- 12.3 The Supplier shall reimburse UKRI for any loss or damage to UKRI's Materials (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. UKRI's Materials supplied by UKRI (or its agents on behalf of UKRI) shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless UKRI is notified otherwise in writing within 5 Working Days.

13 PREMISES

- 13.1 If, in connection with the supply of the Goods and/or Services, UKRI permits any Staff to have access to any of UKRI's premises, the Supplier will ensure that, whilst on UKRI's premises, the Staff comply with:
- (a) all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and
 - (b) any UKRI policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any UKRI laboratory, facility or equipment which is brought to their attention or given to them whilst they are on UKRI's premises by any employee or representative of UKRI.
- 13.2 All equipment, tools and vehicles brought onto UKRI's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 13.3 If the Supplier supplies all or any of the Goods and/or Services at or from UKRI's premises, on completion of the Goods and/or Services or termination or expiry of the Contract (whichever is the earlier) the Supplier shall vacate UKRI's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Goods and/or Services and leave UKRI's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to UKRI's premises or any objects contained on UKRI's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 13.4 If the Supplier supplies all or any of the Goods and/or Services at or from its premises or the premises of a third party, UKRI may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Goods and/or Services are supplied at or from the relevant premises.

14 STAFF AND KEY PERSONNEL

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

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

and the Supplier shall comply with any such notice.

14.2 The Supplier shall:

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

14.3 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.

14.4 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.

15 TUPE

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

16 ASSIGNMENT AND SUB-CONTRACTING

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

17 INTELLECTUAL PROPERTY RIGHTS

- 17.1 All Intellectual Property Rights in any materials created or developed by the Supplier pursuant to this Contract or arising as a result of the supply of the Goods and/or Services, including the Deliverables, shall 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).
- 17.2 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may

be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

17.3 The Supplier shall, promptly at the request of UKRI, do (or procure to be done) all such further acts and things and execute all such other documents as UKRI may from time to time require for the purpose of securing for UKRI the full benefit of the Contract, including all rights, title and interest in and to the Intellectual Property Rights assigned to UKRI in accordance with clause 17.1.

17.4 All Intellectual Property Rights in any materials provided by UKRI to the Supplier shall remain the property of UKRI. UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use:

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

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

17.5 Without prejudice to clause 17.1, 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 Contract to the extent not falling within clause 17.1; and
- (b) any Intellectual Property Rights created during the Term to the extent not falling within clause 17.1,

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 Contract including the Goods and/or Services provided.

18 INDEMNITY

18.1 The Supplier shall indemnify, and shall keep indemnified, UKRI in full against all costs, claims, expenses, damages and losses (whether direct or indirect to include loss of profits, loss of business, depletion of good will and similar losses), including any interest, penalties, fines, legal and other professional fees and expenses awarded against or incurred or paid by UKRI as a result of or in connection with:

- (a) the Supplier's breach or negligent performance or non-performance of this Contract;
- (b) any claim brought against UKRI for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, receipt, use or supply of the Goods and/or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier or any Staff;
- (c) any claim made against UKRI by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods and/or Services, to the extent that the defect in the Goods and/or Services is attributable to the acts or omissions of the Supplier and the Staff; and
- (d) any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause 15 of the Contract.

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

19 INSURANCE

19.1 Unless otherwise specified in the Award Letter, during the Term of the Contract and for a period of 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 Contract.

- (a) Professional indemnity insurance for not less than £2 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 £2 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.

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

19.3 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 Contract which:

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

(b) irrespective of the claim's value, which may reasonably be considered to have the potential to adversely affect the reputation of UKRI,

within five (5) days of such an incident occurring.

19.4 The Supplier shall keep UKRI informed and up-to-date on the progress of any incident referred to in clause 19.3 and related claims, decisions taken in respect of liability and any movement of reserves with respect thereto.

19.5 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.

19.6 The Supplier shall:

(a) do nothing to invalidate any insurance policy or to prejudice UKRI's entitlement under it; and

(b) notify UKRI if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

19.7 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause 19.1.

19.8 If the Supplier fails or is unable to maintain insurance in accordance with clause 19.1, UKRI may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

20 LIABILITY

- 20.1 UKRI shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by UKRI if and to the extent that it is caused by the negligence or wilful misconduct of UKRI or by breach by UKRI of its obligations under the Contract.
- 20.2 Subject to clause 20.6, UKRI shall not have any liability for:
- (a) any indirect or consequential loss or damage;
 - (b) any loss of business, rent, profit or anticipated savings;
 - (c) any damage to goodwill or reputation;
 - (d) loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto UKRI's premises by or on behalf of the Supplier; or
 - (e) any loss, damage, costs or expenses suffered or incurred by any third party.
- 20.3 Subject to clause 20.6, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed 100% of the Charges paid or payable to the Supplier.
- 20.4 Subject always to clause 20.5 and 20.6, the Supplier's aggregate liability in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability.
- 20.5 The Supplier's liability under the indemnity in clause 18.1(b), 29.1 and 27.7 shall be unlimited.
- 20.6 Nothing in the Contract restricts either Party's liability for:
- (a) death or personal injury resulting from its negligence or that of its Staff; or

- (b) its fraud (including fraudulent misrepresentation) by it or that of its Staff; or
- (c) breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
- (d) any other matter which, by law, may not be excluded or limited.

21 TERMINATION

21.1 UKRI may terminate the Contract in whole or in part at any time before the Goods and/or Services are provided 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.

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

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

- (a) the circumstances set out in clauses 8.2, 8.4 or 29.1 apply; or
- (b) the Supplier is in material breach of any obligation under the Contract which is not capable of remedy; or

- (c) the Supplier breaches any term of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or
- (d) the Supplier repeatedly breaches any of the terms and conditions of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of this Contract; or
- (e) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
- (f) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- (g) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or
- (h) (being an individual) the Supplier is the subject of a bankruptcy petition or order; or
- (i) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (j) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
- (k) a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or

- (l) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 21.3(e) to clause 21.3(k) inclusive; or
 - (m) there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
 - (n) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
 - (o) the Supplier's financial position deteriorates to such an extent that in UKRI's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (p) (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 21.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 21.3(m) or any potential such change of control.
- 21.5 The Supplier may terminate the Contract by written notice to UKRI if UKRI has not paid any undisputed invoice within 90 days of it falling due.
- 21.6 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 4, 5, 6, 7, 11, 12, 15, 17, 18, 19, 20, 24, 25, 26, 27, 28, 29, 34, 36, 37 or any other provision of the Contract that either expressly or by implication has effect after termination.
- 21.7 Upon termination or expiry of the Contract, the Supplier shall immediately:
- (a) cease all work on the Contract;
 - (b) deliver to UKRI all Deliverables and all work-in-progress whether or not then complete. 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 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; and
- (d) give all reasonable assistance to UKRI and any incoming supplier of the Goods and/or Services (as applicable); and
- (e) return or destroy UKRI's Confidential Information in accordance with clause 24.3.

22 DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT

- 22.1 In the event that a Court makes a Declaration of Ineffectiveness, UKRI will promptly notify the Supplier in writing. The Parties agree that the provisions of clause 21.7 and this clause 22 will continue to apply as from the time when the Declaration of Ineffectiveness is made.
- 22.2 The Declaration of Ineffectiveness will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness.
- 22.3 Consistent with UKRI's rights of termination implied into the Contract by Public Contracts Regulations 2015 (as amended), in the event of a Public Procurement Termination Event, UKRI shall promptly notify the Supplier and the provisions of clause 21.7 and this clause 22 shall apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event.
- 22.4 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event in respect of the period prior to the Public Procurement Termination Event.
- 22.5 During any Court proceedings seeking a Declaration of Ineffectiveness or following notification of a Public Procurement Termination Event, UKRI may require the Supplier to prepare a contingency plan with the effect of achieving:
 - (a) An orderly and efficient cessation of the Contract or a transition of the provisions of the Goods and/or Services to UKRI or such other entity as UKRI may specify; and
 - (b) Minimal disruption or inconvenience to UKRI or to UKRI's supported organisations or clients,

and the Parties agree that this shall have effect in the event a Declaration of Ineffectiveness is made or a Public Procurement Termination Event occurs.

22.6 Where there is any conflict between the provisions of clause 21.7 and this clause 22 and the contingency plan then the clauses of this Contract shall take precedence.

22.7 The Parties will comply with their respective obligations under any contingency plan (as agreed by the Parties, or where agreement cannot be reached, as reasonably determined by UKRI) in the event that a Declaration of Ineffectiveness is made or a Public Procurement Termination Event occurs.

23 GOVERNANCE AND RECORDS

23.1 The Supplier shall:

(a) attend progress meetings with UKRI at the frequency and times specified by UKRI and shall ensure that its representatives are suitably qualified to attend such meetings; and

(b) submit progress reports to UKRI at the times and in the format specified by UKRI .

23.2 The Supplier shall keep and maintain until 6 years after the expiry or termination of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Goods and/or Services supplied under it and all payments made by UKRI. The Supplier shall on request afford UKRI and its representatives such access to those records as may be reasonably requested by UKRI in connection with the Contract.

23.3 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 23.3.

23.4 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 Contract. The Supplier shall provide such records to UKRI within 10 Working Days of a request from UKRI.

23.5 Where the estimated annual Charges are above £5 million, the Supplier shall:

(a) advertise on the UK Government's Contracts Finder website all sub-contractor opportunities above £25,000 arising from and in connection with this Contract.

Each advert shall provide a full and detailed description of the sub-contract opportunity with each of the mandatory fields on Contracts Finder being completed.

- (b) within 90 days of awarding a sub-contract, update the notice on Contracts Finder with details of the successful sub-contractor;
- (c) monitor the number, type and value of the sub-contract opportunities placed on Contracts Finder in its supply chain during the Term;
- (d) provide reports on the information at clause 23.5(c) to UKRI in the format and frequency reasonably requested by UKRI; and
- (e) promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

23.6 Clause 23.5 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 23.5 in respect of any sub-contractor opportunity.

24 CONFIDENTIAL INFORMATION

24.1 Subject to clause 24.2, each Party shall:

- (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the Disclosing Party; and
- (b) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.

24.2 Notwithstanding clause 24.1, a Receiving Party may disclose Confidential Information:

- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
- (b) to its auditors or for the purposes of regulatory requirements;
- (c) on a confidential basis, to its professional advisers;
- (d) to the Serious Fraud Office where the Receiving Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- (e) where the Receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that

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

(f) where the Receiving Party is UKRI:

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

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

25 TRANSPARENCY

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

26 PUBLICITY

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

27 DATA PROTECTION

- 27.1 In this clause 27, the terms, “processes”, “data controller” and “data processor” shall have the same meanings given to them under Data Protection Legislation.
- 27.2 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.
- 27.3 The Supplier shall itself, and shall procure that the Staff, comply with all Data Protection Legislation in relation to any Personal Data processed.
- 27.4 Without limiting clauses 27.2 and 27.3, the Supplier shall at all times (and shall ensure that at all times its Staff):
- (a) process Personal Data only in accordance with the documented instructions received from UKRI and during the Term of this Contract 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 Personal Data is subject to appropriate confidentiality obligations;
 - (c) have in place a suitably qualified data protection representative to manage the Personal Data;
 - (d) disclose any 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 Personal Data to any third party or process or direct the processing of 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 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 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 their data processing activities performed under this Contract 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 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 27 and the Data Protection Legislation;

- (k) on termination or expiry of this Contract, 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.
- 27.5 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).
- 27.6 To the extent that UKRI provides its consent pursuant to clause 27.5, the Supplier shall flow down the contractual obligations contained in clause 27.4 to sub-processors.
- 27.7 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 Contract that results in UKRI suffering fines, loss or damages.

28 FREEDOM OF INFORMATION

- 28.1 The Supplier acknowledges that UKRI is subject to the requirements of FOIA and EIR and shall:
 - (a) provide all necessary assistance and co-operation as reasonably requested by UKRI to enable UKRI to comply with its obligations under FOIA and EIR in relation to any Requests for Information relating to this Contract;
 - (b) transfer to UKRI all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide UKRI with a copy of all Information belonging to UKRI requested in the Request for Information which is in its possession or control in the form that UKRI requires within 5 Working Days (or such other period as UKRI may reasonably specify) of UKRI 's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by UKRI.

28.2 UKRI shall be responsible for determining (in its absolute discretion) whether any Information:

- (a) is exempt from disclosure in accordance with the provisions of FOIA or EIR;
- (b) is to be disclosed in response to a Request for Information,

28.3 The Supplier acknowledges that UKRI may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:

- (a) without consulting with the Supplier, or
- (b) following consultation with the Supplier and having taken its views into account.

28.4 Where clause 28.3(a) applies UKRI shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.

28.5 Where the Supplier is subject to the requirements of the FOIA and EIR, UKRI shall assist and co-operate with the Supplier to enable the Supplier to comply with its obligations under the FOIA and EIR in relation to any Requests for Information received by the Supplier relating to this Contract.

29 CORRUPTION

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

- (a) offers or agrees to give any person working for or engaged by UKRI, UKRI's staff and agents, or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement with UKRI or any Public Body;
- (b) has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by UKRI, or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to UKRI before the Contract is entered into;

- (c) breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or
 - (d) gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- 29.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Supplier and the Supplier's Associates in connection with the Contract and shall notify UKRI immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 29.3 For the purposes of clause 29.1, "loss" shall include, but shall not be limited to:
 - (a) UKRI's costs in finding a replacement supplier;
 - (b) direct, indirect and consequential losses; and
 - (c) any loss suffered by UKRI as a result of a delay in the performance of the Services or its receipt of the Goods (as applicable).

30 MODERN SLAVERY ACT 2015

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

31 FORCE MAJEURE

- 31.1 Neither Party to this Contract shall in any circumstances be liable to the other for any delay or non-performance of its obligations under this Contract to the extent that such delay or non-performance is due to a Force Majeure Event. Subject to Clause 31.3, the date for

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

31.2 If a Party is delayed in or prevented from performing its obligations under this Contract by a Force Majeure Event, such Party shall:

- (a) give notice in writing of such delay or prevention to the other Party specifying the nature and extent of the Force Majeure Event immediately on becoming aware of it; and
- (b) use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations.

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

31.4 UKRI shall not be liable to pay the Charges in relation to any Goods and/or Services that are not provided by the Supplier due to a Force Majeure Event.

32 DISPUTE RESOLUTION

32.1 The Parties agree to co-operate with each other in an amicable manner with a view to achieving the successful implementation of this Contract.

32.2 If a Dispute arises between UKRI and the Supplier during the Term in relation to any matter which cannot be resolved by local operational management either Party may refer the matter for determination in accordance with the procedure set out in Clause 32.3.

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

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

32.4 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in Clause 32.3(b), the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties.

All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

- 32.5 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.
- 32.6 Neither Party shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory or final injunctive relief on an ex parte basis or otherwise as a result of the terms of this Clause 32, such clause not applying in respect of any circumstances where such remedies are sought.

33 CHANGE CONTROL PROCEDURE

- 33.1 In the event that either party desires to change the terms of this Contract, the following procedures will apply:
- (a) the Party requesting the change will deliver a "Change Request" (in the form (or substantially in the same form) contained in Schedule 5 to this Contract) which describes:
 - (i) the nature of the change;
 - (ii) the reason for the change;
 - (iii) the effect that the requested change will have on the scope or Specification for the Services; and
 - (iv) any change to the Charges and the Term.
 - (b) Upon receipt of a Change Request, the receiving Party's authorised representative will contact his/ her counterpart within 5 working days to discuss and agree the Change Request. The parties will negotiate the proposed changes to the Contract in good faith and agree a timeline in which to finalise the Change Notice.
 - (c) Neither party is obliged to agree to a Change Request, but if the parties do agree to implement such a Change Request, the appropriate authorised representatives of both parties will sign the Change Request which will be effective from the date set out in the Change Request.

- (d) If there is any conflict between the terms and conditions set out in the Contract and the Change Request, then the terms and conditions set out in the most recent fully executed Change Request will apply.
- (e) The Supplier shall neither be relieved of its obligations to supply the Goods and/or Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Charges as the result of:
 - (i) a General Change in Law; or
 - (ii) a Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Commencement Date.

34 ENTIRE AGREEMENT

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

35 NOTICES

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

36 GENERAL

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

37 GOVERNING LAW AND JURISDICTION.

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

Schedule 2 - Specification

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

1. Introduction

Introduction

This document is intended to accompany the Request for Proposal (RFP) documentation for the FEBE magnets. It describes the deliverables for this contract and the technical specification for the magnets.

1.2 Offer Compliance

1.2.1 Complete system

It is essential that a complete system as stated in the RFP document shall be proposed to the Contracting Authority by the Bidder.

All components plus all necessary minor and/or ancillary items shall be provided to the Contracting Authority by the Bidder in completion of any contract arising from this tender.

1.2.2 Functionality

The Bidder will propose a complete solution to the Contracting Authority including the design, selection and sizing of all components and equipment to be used, such that they will provide a working and complete installation to satisfy the stated requirements for full operational functionality in the identified working environment.

1.2.3 Responsibility

The Bidder will be responsible for ensuring the compatibility and integration of all parts of the proposed magnets. This will include all hardware whether it is provided by the Bidder, a subsidiary or related organisation or an independent third party.

The Bidder will be fully responsible for the proposed design and liable for any mistake, inaccuracy, discrepancy or omission in their proposed solution to the stated requirements.

Nothing contained in the Bidder's design or proposal will relieve the Contracting Authority from their obligations or liabilities detailed within this document and agreed or contained within any final contract documentation.

1.2.4 Good practice

To the extent of his obligations pursuant to the above clauses, the Bidder shall warrant to the Contracting Authority that:

- They have exercised and shall continue to exercise, both in the design of the proposal and fulfilment of any final Contract Document, all the skill that shall be expected of a professionally qualified and competent designer experienced in work of a similar nature and scope
- The tender proposal shall, unless otherwise agreed in writing, comply in all respects with the Contracting Authority's requirements and the proposed equipment shall be fit for purpose
- The Bidder's proposal has been designed using proven up-to-date good practice and to standards which are consistent with the stated requirements of the purchasing organisation
- No plant or equipment generally known to be deleterious or otherwise not in accordance with good engineering practice, has been or shall be specified or selected by the Bidder or anyone acting on his behalf
- No plant or equipment which, after its specification or selection by or on behalf of the Bidder but before being incorporated into the Contracting Authority, becomes generally known to be deleterious or otherwise not in accordance with good engineering practice shall not be incorporated into the purchasing organisation
- The design of the contracted proposed System has taken or shall take full account of the effects of both the intended use and installation methods.

1.3 Overview of project

The Accelerator Science and Technology Centre (ASTeC) at Daresbury Laboratory is currently building an accelerator test facility, CLARA – the Compact Linear Accelerator for Research and Applications.

The CLARA Conceptual Design Report (CDR) was published in May 2014, and can be found on the IOP website: <https://iopscience.iop.org/article/10.1088/1748-0221/9/05/T05001/meta>.

2. Aims & Objectives

2.1 Overview of procurement

FEBE (Full Energy Beam Exploitation) is an add-on to the CLARA project, taking the 250 MeV electron beam into a separately-shielded experimental hutch, providing additional resources for experiments and exploitation such as laser-plasma acceleration. The beamline requires dipole, quadrupole, and corrector magnets. This procurement relates to the quadrupole and corrector beamline magnets.

The Contracting Authority is looking to procure the magnets for this beamline from Bidders who specialise in design, manufacture and testing of similar magnetic systems for accelerators.

3. Background to the Requirement

The Contracting Authority is building the FEBE beamline as an extension to the CLARA accelerator. FEBE will transport a 250 MeV electron beam to a shielded experimental area. Dipole, quadrupole and corrector magnets are required to focus the beam along the FEBE transport line.

The CLARA project is split into work packages (WPs), each of which is led by a UKRI staff member. The magnet specifications are set by WP2 Magnets and Undulators, in consultation with WP9 Accelerator Physics, WP11 Mechanical Engineering, and WP13 Electrical Engineering.

4. Scope

4.1 Deliverables

The deliverables for this project are as follows:

- 9 “Type 4” quadrupole magnets
- 3 “Type 7” corrector magnets
- One spare quadrupole coil
- One spare corrector coil
- Drawings
- QA documents
- Measurement data

This contract covers the:

- magnetic design
- engineering design (mechanical, thermal and electrical)
- procurement of all materials
- manufacture and assembly (including all jigs and fixtures)
- magnetic measurement

- electrical and mechanical testing, including fiducialisation
- documentation
- delivery to Daresbury Laboratory, Warrington, WA4 4AD, UK

The contract does not cover:

- power supplies for the magnets
- the supporting girders

4.2 Component labelling

Each individual magnet will be identified and numbered. The identification number will be printed on an identification plate and glued onto the magnet at an agreed position, as shown on Bidder's drawings approved by the Contracting Authority. These serial numbers will be used for all manufacturing and test records and in all communications when reference is made to specific magnets.

5. Requirement

5.1 Quadrupole specification

These are the detailed specifications for the Type 4 quadrupole magnets. The basic parameters are:

- Quantity: 9
- Pole gap: 68 mm
- Nominal integrated gradient: 4.50 T
- Field quality (maximum variation of integrated gradient over good field region): $\pm 1 \times 10^{-3}$
- Good field region: ± 17 mm
- Maximum length including coils (along beam axis): 265 mm
- Maximum half-height from beam axis to bottom edge of magnet (including coils): 313 mm
- Maximum current to generate nominal integrated gradient: 200 A
- Maximum voltage to generate nominal integrated gradient: 60 V
- Maximum inductance: 1 H
- Impedance must be such that the time constant (L/R) is less than 20 ms
- Linearity of gradient versus current over range from zero to nominal: 98%
- Yoke type: Laminated

Integrated independently-powered horizontal and vertical corrector coils are required for eight of the quadrupole magnets. One quadrupole does not require integrated correctors; it's assumed that this will be made to the same design but that the corrector coils will not be fitted. The specifications for these coils are as follows:

- Integrated field: 10 T.mm
- Good field region: ± 17 mm
- Field quality (maximum variation of integrated field over good field region): $\pm 3 \times 10^{-3}$
- Maximum current to generate nominal integrated field: 30 A
- Maximum voltage to generate nominal integrated gradient: 10 V
- Maximum inductance: 10 mH
- Impedance must be such that the time constant (L/R) is less than 20 ms

5.2 Corrector specification

5.3

These are the detailed specifications for the Type 7 corrector magnets. The basic parameters are:

- Quantity: 3
- Minimum aperture for vacuum pipe: 42 mm
- Integrated field: 10.00 T.mm
- Field quality (maximum variation of integrated field over good field region): $\pm 3 \times 10^{-3}$
- Good field region: ± 17 mm
- Maximum length including coils (along beam axis): 100 mm
- Maximum current to generate nominal integrated gradient: 30 A
- Maximum voltage to generate nominal integrated gradient: 10 V
- Maximum inductance: 10 mH
- Impedance must be such that the time constant (L/R) is less than 20 ms
- Linearity of gradient versus current over range from zero to nominal: 98%
- Yoke type: Laminated

5.4 Engineering design

The engineering design of the magnets will include the following details:

- Features for the mounting of survey monuments;
- a footplate to interface with Daresbury Laboratory's girder arrangement;
- the position of power and water connections.

These details need to comply with the Contracting Authority's layout and planning, and arrangements will be jointly agreed early during the design phase of the contract.

Overall design of the FEBE beamline is approaching completion. The space available for components must be tightly controlled to avoid clashes. Any protrusion outside the space envelope given in this specification must be agreed with Daresbury Laboratory engineers.

Drawings are attached to this specification showing the maximum space envelope and interface requirements: drawing number **256-18369** for the quadrupole magnets and **256-14173** for the corrector magnets.

The magnets shall be designed with lifting brackets that are adequate for the support of the complete magnet. Exposed live contacts should be enclosed with a clear plastic guard; an extra 10mm is permitted on one side of the magnet.

The design shall ensure that the upper and lower halves of magnets correctly mate and align on reassembly after separation to insert the vacuum vessel.

5.5 Fasteners and fittings

All equipment shall use ISO metric A4 stainless steel fasteners, nuts and washers throughout.

5.6 Survey and alignment

The nominal magnetic axis of the magnets will be aligned at Daresbury Laboratory by reference to fixed points on the supplied structure. The magnetic axis will be related to these fixed points by a process of fiducialisation, whereby the magnetic axis is measured in situ at the Bidder and the exact location of these reference points are then established by measuring offsets either via a coordinate measuring machine (CMM) or laser tracker type device. Offsets of the magnet axis in X, Y, Z type coordinate system in mm are then provided as part of the deliverables as a data set relative to these points.

These points are then referenced at Daresbury Laboratory using our own Leica and Faro laser trackers which – along with offset data - then allows us to align the quadrupole magnetic axis with respect to our own survey network. An orientation vector for each data set is also required and this is likely to be best established off a machined plane of the magnet support. A complete set of survey data must be provided with each magnet upon delivery. The form of the survey data as a baseline minimum is as a tabulated list (Excel file) but preference is given for SpatialAnalyzer (SA) file

(if this is capable of being generated by the Bidder). Each data set must be clearly and unambiguously identifiable with the specific magnet delivered.

The fiducial reference points on the structure will be provided by a range of precision reamed holes - that will fit standard laser tracker target mounts with minimal error – and are located into various planes of the magnet support. The provision of these holes to agreed specification is the responsibility of the Bidder.

The holes are nominally defined as 10 mm diameter with an H6/H7 precision finish (ISO 286-2) i.e. zero to 11/18 μm oversize. This hole size will fit our range of preferred laser tracker targets 0.5TH type Brunson. See this reference: <https://brunson.us/0-5th-series-smr-adapter.html>

If it suits the measurement process proposed by the Bidder at their premises, then the Contracting Authority may be able to supply as free issue several Brunson standard survey monument targets so that they can be incorporated into the measurement process. Otherwise it is assumed the Bidder will use their own targets (with suitable offsets stated with survey data provided upon delivery).

The fiducialisation measurements should ideally be performed at 23°C to an RMS accuracy of ± 0.025 mm. If temperature at the contractors cannot be set to 23°C, then the proposed measuring temperature shall be stated and a method to compensate or provide offset for the CLARA operational temperature of 23°C specified.

If it is envisaged that the ideal RMS accuracy of ± 0.025 mm tolerance between any set of target points cannot be met, then a realistic achievable RMS should be stated in the tender return.

The fiducials must be stable and repeatable to within the RMS accuracy defined after several warm-up and cool-down cycles of the structure. A check should be made on at least a test sample of finished magnets prior to delivery over a $\pm 5^\circ\text{C}$ temperature cycle.

An outline proposal of the alignment process should be provided with the tender return that includes and addresses the issues raised above. Final details must be discussed and agreed between the Bidder and STFC at the Final Design Review. We note that in this tender specification we have established what we envisage as a baseline expectation for survey. Dependent on aspects of the design of the magnets and the Bidder's own proposals - we anticipate that the final agreed measured data set and number of holes required may be streamlined to be simpler than the baseline specification.

5.7 Tooling

The Bidder should hold the tooling used in the manufacture of the magnets in a satisfactory storage area for a period of 5 years from the completion of the contract.

5.8 Magnet Yokes

5.8.1 Yoke assembly

It must be possible to split the magnets, to introduce the vacuum vessels from above.

For both the quadrupoles and correctors, laminated yokes are required to achieve the fast adjustment necessary for CLARA operation.

The Bidder should determine and indicate in their tender document the method of stacking and securing the laminations they intend to use. These methods shall be proposed as part of the engineering design, and subject to the Contracting Authority's approval.

The Bidder should give a clear explanation of how, by machining, they intend to ensure that the specified dimensions and angles required on the completed block will be achieved.

5.8.2 Steel

This section defines the steel quality that is to be used for the magnet yokes.

The magnetic performance of the magnets is the responsibility of the Bidder, who must choose steel of the correct grade to meet the required performance. However, the material used in the magnet yokes shall comply with the following magnetic properties:

Field H (A/m)	Minimum Induction B (T)	Minimum relative permeability μ_r
150	0.5	2650
320	1.0	2480
1000	1.5	1190

The material's coercivity should not exceed 100 A/m.

5.8.3 Dimensional Control

The acceptance of the yokes will be determined by measuring all dimensions shown on the specification drawings or within this specification as mandatory. No further dimensional measurements are required, as acceptance is based on magnetic performance.

5.8.4 Painting the Yokes

After assembly and control, the yokes will be protected against rusting by coating the appropriate surfaces by means of a powder coating system of minimum thickness 0.2 mm.

The following faces will not be painted:

- reference and mating faces;
- the survey monument supports.

The unpainted areas shall be protected by a light oil or other rust preventative measures.

The colour to be used for the magnets is as follows:

- Quadrupoles: RAL 3001 Signal Red
- Correctors: RAL 2011 Deep Orange

5.9 Magnet Coils

5.9.1 Coil Construction

The coils shall be constructed using solid copper conductor, or hollow conductor with a water-cooling channel where necessary.

The coil conductors shall be insulated by an enamelled surface layer which provides adequate inter-turn insulation. This enamel insulation shall comply with IEC standard 60317-8 and satisfy the requirements of Thermal Class H specifications. Additional outer-ground insulation shall be added to ensure that the coils meet the IP2X specification.

The coils of the magnets shall be designed to have the following thermal parameters when operated with nominal flow in the water-cooling circuit (the inlet water temperature should be assumed to be 25°C):

Maximum allowed coil temperature rise at nominal DC current (measured at coil surface inside magnet gap)	10	°C
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Maximum allowed coil temperature rise at nominal DC current (measured by coil resistance)	15	°C
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Maximum allowed coil temperature rise at 110% of nominal DC current (measured at coil surface inside magnet gap)	15	°C
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Maximum allowed coil temperature rise at 110% of nominal DC current (measured by coil resistance)	20	°C
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The wound coils will be mechanically consolidated by the use of an epoxy resin system applied either during the winding of the coils or present as a 'B stage' coating on the coil material. The Bidder shall ensure that the bonding process is adequate for the long-term mechanical stability and soundness of the coil and that the design used provides an adequate outer electrical insulation.

The coils shall be terminated on suitably mounted, insulated, connection panels.

After completion of winding and the curing of the resin bonding system, the resin on the coils must be fully transparent, with no colouriser or additive that would limit observation of the enamelled turns within the coil. No paint or other external coating will be allowed.

5.9.2 Conductor

The conductor shall use oxygen-free high conductivity (OFHC) copper with a maximum volume resistivity of 17.3 nΩm at 20°C, and its properties shall be as specified in DIN 1787 OF-Cu (DE), or BS 6017:1981 Cu-OF (UK), or A 53-100 Cu-c1 (France).

The material shall be in the fully-annealed condition prior to winding, and the coil fabrication method must be such as to minimise work hardening during the winding operation.

The dimensions of the conductor shall be as determined by the Bidder's design, as approved by the Contracting Authority.

The uniformity of the conductor shall be such that the resistance of all coils constructed from it shall be equal to within $\pm 5\%$.

The use of joints within the coils will not be permitted.

5.9.3 Bonding and Outer-insulation System

No material, other than those detailed in this section shall be included in the coil without the written permission of the Contracting Authority or its authorised representative. All materials must be suitable for use in a high radiation environment.

The resin bonding system shall comprise a radiation-resistant epoxy resin with an anhydride curing agent, with optional inclusion of an accelerator. The choice of the resin Bidder, the resin type and the curing agent are left to the Bidder. However, this choice is part of the offer and must be indicated within the offer, with corresponding technical documents appended.

Any addition of additives or wetting agents will be subject to written authorisation from the Contracting Authority. The use of additives with resin systems is known in many cases to prejudice the required mechanical and electrical properties, in particular the irradiation stability. Dilutants, fillers, plasticisers and flexibilisers are therefore specifically prohibited.

Details of bonding and curing operations for the resin system must be submitted at the tendering stage. The Contracting Authority will approve all materials and processes prior to use in coil manufacture, but such approval shall in no way release the manufacturing company from any of its responsibilities under the contract.

The coil terminals, the connection posts and all metallic parts connected to them will be insulated from the yoke and able to sustain 5 kV DC without any electrical breakdown and with an insulation resistance greater than 10 M Ω .

The coil terminals, the connection posts and all metallic parts connected to them will be protected against accidental contact by an insulating, transparent cover, shielded against contact to IP2X, which can only be removed by the use of tools; the Bidder's proposals for this cover shall be described in the offer.

Magnet electrical termination connectors are to be decided in conjunction with the Contracting Authority once the overall magnet design has been finalised.

A single terminal connection post able to receive a 10 mm² cable shall be provided for earthing the yoke and other components. This shall be connected to all laminations (if used) in each block comprising the yoke by means of a single, resistive, conducting strip painted along the yoke block. This shall be designed so as not to create a shorted turn around the yoke laminations.

5.9.4 Water Connections

Magnets should be supplied with an inlet manifold and outlet manifold mounted on the magnet. The manifold should be manufactured from metric stainless steel tube, grade 304/316 and conform to ASTM A269, suitable for connection to the supply and return water system via a single Swagelok metric compression fitting onto each manifold. The manifold pipe will be mounted vertically on the mechanical services panel and the connection point will be at the bottom end of the tube.

All hoses and pipes located on the magnet should be metric Swagelok except the Inlet and Outlet manifold connections, these should be Rp1/2" (Female). Swagelok American Standard Pipe Thread (NPT) is NOT to be used.

The Bidder shall, during initial design, avoid locating any organic based material in the median plane of the magnet centre where it would be subject to long-term radiation damage from the electron beam.

Water connections to the manifolds should be well above and below the beam-line. Where water conduits cross the beam-line horizontal plane, pipe work should be metallic.

The Bidder shall ensure that there is adequate electrical connection between the earthing post, the manifolds and other components so that all the exposed metallic parts of the magnet are safely earthed by this terminal post.

5.9.5 Inspection and Tests of Coils at Works

The Contracting Authority or its authorised representative shall inspect and approve all tooling, fixtures, materials and processes prior to their use in fulfilment of the contract.

Inspection and approval shall not release the Bidder from any responsibilities under the terms of the contract. All coils shall bear an identification number stencilled in a position as shown on Bidder's drawings approved by the Contracting Authority, as described above.

The programme of tests to be carried out shall be as specified in the section below. All tests shall be undertaken using equipment and procedures which have been agreed by the Contracting Authority. The Bidder must specify the methods which it is proposed to use to carry out the test programme.

The Contracting Authority reserves the right to reject any material or coil not fulfilling the conditions laid down in this specification.

No conductor or coil failing any test shall be used or repaired without the written permission of the Contracting Authority or its authorised representative.

5.9.6 Test Schedule for Coils at Works

Test certificates shall be available relating to tests undertaken by the copper Bidder, to include dimensions, resistivity and Brinell hardness.

All coils shall be visually inspected, and must be free from cracking, voids and other flaws or defects. The bonding insulation must not exhibit resin-rich areas, and the thickness of resin on the coil surface must not exceed 0.5 mm. Coils failing to satisfy any of these criteria shall not normally be accepted.

The electrical resistance of all coils shall be measured with a DC bridge. The values shall be corrected to 20°C and must be within $\pm 5\%$ of the mean value for all coils.

Each coil shall be energised until the coil temperature increases to 55°C, as measured by the change in electrical resistance. On attaining the required temperature, the current shall be interrupted and the coil allowed to cool until the conductor again assumes the ambient temperature, as measured by the conductor resistance. This cycle shall be repeated ten (10) times. Any coil exhibiting evidence of cracking or delamination shall be rejected. The Bidder may wish to undertake this procedure on several coils simultaneously.

Each coil shall be immersed in tap water at ambient temperature, but with the terminals exposed above the water level. Any other part of the coil body not then completely immersed shall be covered with wet cloths, the ends of which are in contact with the water.

The following test sequence shall then be carried out:

- Record insulation resistance between coil terminals and water bath, at a voltage of 500 V.
- Apply direct voltage of 5 kV between coil terminals and water bath for one minute and record the leakage current.
- Repeat the insulation resistance measurement.

Any coil exhibiting evidence of breakdown or significant changes of insulation resistance during these tests shall be rejected.

Immediately after the test described above the coil shall be tested by using it as the secondary winding of a transformer. A maximum voltage of 2.5 kV RMS shall be induced across the coil terminations for a period of one minute, and the corresponding primary current recorded. Any indication of short-circuiting between turns shall result in rejection of the coil.

5.10 Testing and Measurement

5.10.1 Mechanical Test and Measurement Programme

The Bidder shall give details of their normal test procedure for routine mechanical tests during manufacture with the tender. Details of the specific tests which will be used in this contract shall be agreed at the Design Review.

5.10.2 Electrical Test and Measurement Programme

A direct voltage of 2 kV shall be applied between the terminals of each coil and its magnet yoke for one minute. Any coil showing evidence of breakdown, indicated by a leakage resistance of less than 10 MΩ, shall be rejected. On each magnet, the coils shall be powered for a period of at least two hours at the nominal current specified and with the nominal water flow rate. During this test the temperature of coil surfaces and all coil interconnections and terminals will be checked with contact thermometers; the coil voltage and current shall be monitored with an accuracy that will allow the average coil temperature rise, measured by resistance, to be assessed. Results shall be judged with respect to the appropriate magnet thermal specifications.

During this time, the mechanical, electrical and thermal stability of the magnet will be monitored. Any magnet showing evidence of any of the following shall be rejected:

- electrical discharge in the coils, at the terminals between laminations or parts of the yoke and other fittings;
- overheating of the coils;
- a terminal voltage which is more than 5% lower than the mean for that type of magnet (evidence of low inductance due to a shorted turn around the yoke).

The inductance of each magnet should be measured and recorded.

5.10.3 Magnetic measurements

The following magnetic tests must be completed successfully at the Bidder's premises before shipment. The tests consist of in-situ magnetic field measurements by means of suitable probes and should show that the magnets meet the magnetic specifications detailed above.

The magnetic axis of each magnet must be accurately determined and referenced to the magnet's fiducials. The results of the measurements must be analysed and compared directly to the specification. Measurement errors and reproducibility must also be evaluated.

5.10.3.1 Quadrupoles

For the quadrupoles, field integrals and harmonics should be measured using a rotating coil of sufficiently large radius to encompass the good field region, and sufficiently long to encompass the quadrupole's fringe fields. A calculation of the variation of the integrated gradient within the good field region must be made from the measured data.

The central gradient in the quadrupoles must be measured using a Hall probe.

All the above measurements must be carried out at the nominal quadrupole current, and in steps of 10% from zero up to 110% of the nominal current.

The field produced by integrated correctors in the quadrupoles must be measured as outlined in the section below.

5.10.3.2 Correctors

The integrated field produced by the corrector coils, and the field quality inside the specified good field region, must be measured. This can be either a rotating coil or Hall probe measurement.

The central field produced by the corrector coils must be measured using a Hall probe.

The above measurements must be carried out independently for the horizontal and vertical corrector coils.

The above measurements must be carried out at the nominal corrector current, and in steps of 10% from zero up to 110% of the nominal current.

5.10.4 Acceptance Tests after Delivery

After delivery, each magnet will be visually inspected for mechanical damage suffered in transit. Any such damage will be reported to the Bidder. Possible repair will be the subject to the agreement of the Contracting Authority. Where the damage has resulted in alteration to the magnet iron geometry or to the soundness or shape of coil conductor, insulation or terminals, the magnet shall normally be rejected.

Mechanical, electrical and magnetic tests shall be carried out by the Contracting Authority's staff at Daresbury Laboratory after delivery. The Bidder has the right to be represented during these tests but shall notify the Contracting Authority in writing if this right is to be exercised. Likewise, the Contracting Authority will endeavour to provide the Bidder with adequate notice concerning the timing of such test sequences.

A direct voltage of 2 kV will be applied between the terminals of each coil and its magnet yoke for one minute. Any coil showing evidence of breakdown, indicated by a leakage resistance of less than 10 MΩ, shall be rejected.

Each magnet will be energised with a direct current of value equal to the nominal current specified in the appropriate magnet parameters, for a period of at least two hours. Any coil showing evidence of breakdown, local hot spots or other faults during this period shall be rejected.

5.11 Project Management

5.11.1 Contract Engineer

At the start of the contract the Bidder should nominate a Contract Engineer who will be responsible for all reporting and contact with the nominated Contracting Authority's point of contact.

5.11.2 Reviews and reporting

Start of contract

Within two weeks of the start of the contract, the Bidder should issue a detailed programme covering the design, procurement, manufacturing, testing and assembly phases in sufficient detail to allow regular progress monitoring. At this time, the Bidder should also produce a QA plan, listing all certification, supporting documentation and procedures that will be implemented within the contract, and which will form the basis of the final QA dossier.

Kick-off meeting

The kick-off meeting should take place after the programme and QA plan have been issued, either at the premises of the Contracting Authority or the Bidder or via videoconference. It should establish a good working relationship between the successful Bidder and the Contracting Authority.

At the meeting:

1. The Contracting Authority will present an overview of the project.
2. The successful Bidder will carry out a walk-through of its initial proposed solution.
3. The Contracting Authority and the successful Bidder will firm up what is required for the final design review.

Throughout the contract, the Contract Engineer should supply a written report to the Contracting Authority every month (or at significant milestones), detailing progress with respect to the programme. A videoconference meeting should be held after the report is received by the Contracting Authority.

Preliminary Design Review

Within one month of the start of the contract a Preliminary Design Review (PDR) will be held with the Bidder, either at the premises of the Contracting Authority or the Bidder or via videoconference. At this review the Bidder will present their proposed design solution for the magnets. UKRI STFC and the Bidder must agree that the solution proposed is suitable and that it should proceed to a full design. The Bidder will also present a plan for the execution of the contract and a Quality Assurance plan.

An agreed set of minutes will be produced following the PDR recording the state of the design work as well as all decisions and actions.

Final Design Review

The Final Design Review (FDR) will be held in an agreed location (or via videoconference) with the presentation of the final design for the quadrupole magnets and all supporting systems. The review must be successful for the project to continue.

Before the FDR takes place, the successful Bidder should send the following information:

1. Detailed technical design including a list of all components used in the design and a full CAD model
2. Project plan
3. Manufacturing plan
4. Assembly plan
5. Test and measurement plan

An agreed set of minutes will be produced following the FDR accurately recording whether all aspects of the design have been completed, as well as all decisions and actions. The final design must be approved by the Contracting Authority before manufacture begins.

Unforeseen delays

In the case of exceptional events or delays in the project, the Bidder will immediately inform The Contracting Authority to assess the situation and discuss the steps to be undertaken.

5.11.3 Communication

Throughout the project, the Bidder and The Contracting Authority will communicate regarding the interfaces between their work areas by email, telephone or videoconference.

5.11.4 Deviation from the specification

During the construction, all proposed deviations from the specification must be submitted to the Contracting Authority in writing; the Contracting Authority will give its approval or refusal also in writing.

5.11.5 QA system

The Bidder shall maintain and apply a Quality Assurance (QA) system compliant with ISO9001:2000 for the design, manufacture and testing of all systems and equipment provided by them.

The Bidder shall ensure that all subcontractors have a similar QA system and shall take all the necessary actions to guarantee the quality of the subcontractor's delivery.

5.11.6 Documentation and file formats

Before completion of the contract the successful Bidder will provide electronic copies of the following documentation relating to the project and the completed system:

- Preliminary Design Review (PDR) documents
- Final Design Review (FDR) documents
- Factory Acceptance Test procedures
- Factory Acceptance Test reports
- Full set of manufacturing drawings for all equipment supplied
- Safety report
- Electrical safety test certificates
- QA documents, certifying that the equipment conforms to the specification and the supplied engineering drawings, and containing all certificates, relevant documents and results of test procedures
- Magnetic measurement results in spreadsheet format

In addition to the sets of final drawings, the successful Bidder shall make drawings available as soon as possible throughout the term of the contract, for the Contracting Authority's inspection and/or approval. Monthly and milestone reports should be submitted in PDF format.

The Bidder will be required to produce a full set of engineering drawings showing all components and enough assembly details to allow complete construction of the magnets. Drawings should be submitted in a format compatible with the Contracting Authority's CAD systems – STEP or Creo is preferred. Electrical drawings showing all agreed cabling and connections should be supplied in AutoCad DWG or DXF file format. The Contracting Authority will provide a batch of drawing numbers at the start of the project so that drawings can be integrated into our drawing registry.

Measurement data should be sent in Excel-compatible format.

All reports should be in English.

5.11.7 Safety and Hazard Management

The successful Bidder shall carry out a safety assessment of the equipment and its operation. This shall be fully documented in the corresponding manuals. Any safety and risk assessments carried out shall be supplied to the Contracting Authority.

The Contracting Authority requires successful Bidders to employ hazard management techniques to reduce the risk of personnel becoming injured as a result of interaction with their equipment.

Consideration should be made of hazards that exist at all stages of the life of the equipment, including installation, commissioning, operation, maintenance, repair, decommissioning and disposal. The analysis should include hazards that may occur during fault conditions and should include all potentially hazardous materials.

The hazard management system should:

1. Identify hazards
2. Reduce severity
3. Mitigate likely hazards
4. Predict casualty rates.

5.12 Delivery

5.12.1 Packaging

All items to be delivered should be protected during transport from damage due to dirt, weather and rough handling.

5.12.2 Delivery timescales

All magnets to be delivered by 31st July 2021.

5.13 Warranty

5.13.1 Warranty period

The Bidder shall include 12 months warranty from point of installation, including preventative maintenance and servicing, to guarantee the delivered equipment against defects due to either faulty components or faulty manufacture for a minimum period of 12 months after installation of the equipment.

6. Timetable

Key milestones for this project listed below, with values of staged payments to be made at each milestone.

- The Final Design Review between The Contracting Authority and the successful Bidder (40%).
- Delivery of all materials and components to the successful Bidder (40%).
- Final delivery of all magnets to the Contracting Authority (20%).

The Contracting Authority expects the final delivery to take place by the end of July 2021.

Schedule 3 - Charges

- 1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2 **[insert Charges for the Goods and/or Services] OR [The Charges for the Goods and/or Services are set out in the Appendix to this Schedule 3.]**
- 3 Where the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:
 - (a) the charges payable for the Services will be calculated in accordance with the Supplier's day rates as follows:

[Day rates to be inserted]
 - (b) the Supplier's day rates for each individual person are calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by UKRI and the Supplier;
 - (c) the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of UKRI;
 - (d) the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to UKRI upon request; and
 - (e) the Supplier will invoice UKRI monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this paragraph 3 and paragraph **Error! Reference source not found..**

Schedule 4 - Key Personnel

Key Personnel (name and title)	Role in the performance of this Contract
[insert]	[insert]

Schedule 5 - Change Control Notice

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

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

Signed on behalf of

Signed on behalf of

UK Research and Innovation

[insert Supplier's name]

by:

by:

<hr/>	
Signature of authorised officer	Signature of authorised person
<hr/>	
Name of authorised officer (please print)	Name of authorised person (please print)
<hr/>	
Date	Date

