

Agreement Ref 707244450

**AGREEMENT FOR SUPPLY OF FACILITIES MANAGEMENT SERVICES AT
PORTSDOWN TECHNOLOGY PARK**

BETWEEN:

(1) SECRETARY OF STATE FOR DEFENCE

(2) QINETIQ LIMITED

Final : 15/03/2023

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AGREEMENT NO: 707244450

This Agreement is made on the date of last signature by the Parties

Parties:

- (1) **SECRETARY OF STATE FOR DEFENCE** acting through the Navy Command Maritime C5ISR Support Unit (MCSU) of Portsdown Technology Park, Southwick Road, Cosham, Portsmouth, PO6 3RU (the "**Authority**"); and
- (2) **QINETIQ LIMITED** registered in England and Wales under company number 3796233, whose registered office is at Cody Technology Park, Cody Building, Ively Road, Farnborough, Hampshire, GU14 0LX, United Kingdom ("**QinetiQ**")

each referred to in this Agreement as a "Party" and together as the "Parties"

Background:

- (A) QinetiQ is the freehold owner and occupier of the Estate (as defined below). The freehold of the Estate was transferred by the Secretary of State for Defence to QinetiQ under a deed of transfer dated 27 March 2002 (the "**Transfer**").
- (B) The Authority is the freehold owner and occupier of the MCSU Site (as defined below).
- (C) Under clause 12.9 of the Transfer, QinetiQ undertook certain obligations in relation to the maintenance of the Access Road and Conducting Media serving the Estate and the MCSU Site, including the sewage treatment works and the electricity sub-station, subject to the Authority paying a fair and reasonable proportion of the associated payments, costs and expenses.
- (D) The Parties wish to enter into an agreement for provision of the Services by QinetiQ to the Authority in support of its operational requirements.
- (E) The Authority agrees to obtain and QinetiQ agrees to provide the Services on the terms of this Agreement.

Agreed terms:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"**Access Road**" means the road or way shown coloured brown on the plan in Schedule 1 (Plan);

"**Account Date**" means 31st March in every year of the Term or such other date as QinetiQ may from time to time nominate;

"**Affected Party**" has the meaning given to it in Clause 9.2;

"**Agreement**" means this Agreement, including any schedules and/or annexes attached hereto and any referenced documents that are expressly incorporated into it;

"**Annual Expenditure**" means the aggregate expenditure actually or notionally incurred by QinetiQ during a Service Year in providing or in respect of the Core Services and the Estate Services;

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"Authority Materials" means the documents, information, goods, articles and other materials (whether owned by the Authority or a third party) provided by the Authority to QinetiQ in connection with the Services;

"Authority Personnel" means all employees, staff, other workers, agents, consultants and representatives of the Authority from time to time;

"Authority Representative" means the person identified as the Authority's Representative in Clause 16.4 (Notices and Points of Contact) or any replacement person appointed by the Authority as such pursuant to Clause 16.4;

"Authority's Responsibilities" means the responsibilities of the Authority as specified in Schedule 3 (Authority's Responsibilities);

"Authority Technical Contact" means the person identified as the Authority's Technical Contact in Clause 16.4 (Notices and Points of Contact), or any replacement person appointed by the Authority as such pursuant to Clause 16.4;

"Business Hours" means the period from 9.00 am to 5.00 pm on any Working Day;

"Change" means an amendment to (a) the scope, nature, volume or execution of the Services under this Agreement or (b) any other term or schedule of this Agreement;

"Charges" means the Service Charge and the Supplemental Services Fee;

"Confidential Information" means any and all information which is disclosed, or made available, directly or indirectly by one Party to the other, whether before, on or after the Effective Date and whether disclosed orally, in writing, in electronic form or other media, which relates to the disclosing Party's business including, without limitation, its operations, business methods or plans, products, processes, strategies, initiatives, finances, developments, concepts, methodologies, trade secrets, know-how, market opportunities, personnel, suppliers and customers and any other information for the time being in the disclosing Party's possession or owned by that Party, regardless of whether that information is marked as confidential or proprietary to that Party or not;

"Conducting Media" means sewers, drains, channels, pipes, watercourses, gutters, wires, cables, ducts, flues, conduits, laser optic fibres, electronic data or impulse communications transmission or reception systems and other conducting media, septic tanks, holding tanks and sewage treatment works and electricity transformer stations or sub-station sites and associated equipment through which water, soil, effluent, gas, fuel, oil, electricity, telephone, telephonic signals, television, visual, audio, fax, electronic mail, data, information communications and other services run, which are now or in future under or over the Estate serving the MCSU Site;

"Consents" means all permissions, consents, approvals, certificates, permits, licences, agreements and authorities (whether statutory, regulatory, contractual or otherwise) necessary for the provision of the Services and the use of the QinetiQ Equipment on the terms of this Agreement;

"Core Services" means the services specified in Part 1 of Schedule 3 (Services), which QinetiQ is required to provide to the Authority under the terms of the Transfer;

"Data Protection Laws" means any legislation and regulatory requirements and other applicable law of any country in force from time to time which apply to a Party relating to the security, confidentiality, protection, or privacy of Personal Data (including, without limitation, privacy of electronic communications) or the use of Personal Data including (without limitation): (i) the EU GDPR; (ii) the GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("**UK GDPR**"); (iii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the EU GDPR; (iv) in

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the UK, the Data Protection Act 2018 ("DPA"); (v) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC); (vi) in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003; and any guidance or statutory codes of practice issued by the relevant Data Protection Regulator, in each case, as updated, amended or replaced from time to time;

"Data Protection Regulator" means a regulatory, administrative, supervisory or governmental agency, body or authority (whether regional, national or supranational) with jurisdiction over the Personal Data processing activities contemplated by this Agreement;

"Data Subject" has the meaning given in the Data Protection Laws;

"Environment" means any of the following media wherever situated, namely, air (including air within buildings and within other natural or man-made structures above or below ground), water and land (including any natural or man-made structures above or below ground) and any human, plant or animal life and all living organisms supported by any of those media;

"Environmental Law" means all applicable laws, statutes, secondary legislation, by-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal and legally binding codes of practice and guidance notes (as amended from time to time) in so far as they relate to the protection of the Environment;

"Estate" means the land and all buildings, fixtures and other structures whatsoever from time to time thereon and the appurtenances thereof which land is known as Portsdown Technology Park, Cosham and is shown edged red on the plan in Schedule 1 (Plan) provided always that if QinetiQ from time to time so requires the said expression shall (with effect from the date of the requirement) mean such additional adjoining land (excluding the MCSU Site) or land of lesser area as the requirement may specify together with all buildings, fixtures and structures whatsoever from time to time thereon;

"EU GDPR" means European Union General Data Protection Regulation, namely Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

"Effective Date" has the meaning given to it in Clause 2.1;

"Estate Services" means the services specified in Part 2 of Schedule 3 (Services) that QinetiQ is to provide under this Agreement, subject to any changes made to such services by QinetiQ in accordance with Clause 4.3;

"Excluded Costs" means the costs and expenses incurred in relation to the matters listed under the heading "Excluded Costs" in Part 1 of Schedule 4 (Charges);

"Expert" means an independent surveyor (a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors; (b) with at least 10 years' post-qualification experience including relevant experience in the subject matter of the dispute; and (c) appointed in accordance with Clause 25 (Expert Determination) to resolve the level of Service Charge payable under this Agreement;

"First Service Year" means the Service Year current at the date of execution of this Agreement;

"Force Majeure Event" means any circumstance not within a Party's reasonable control including:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;

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- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (whether involving the workforce of QinetiQ or any other party);
- (h) non-performance by suppliers or subcontractors (other than by companies in QinetiQ's Group); and
- (i) interruption or failure of utility service.

"GDPR" means the EU GDPR or the UK GDPR, as applicable;

"Good Industry Practice" means exercising that degree of skill and care which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;

"Group" means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;

"Hazardous Substance" means any natural or artificial substance, preparation (a mixture or solution of two or more substances) or biological agent (including, without limitation, radiation or sources or radiation) (whether in the form of a solid, liquid, gas or vapour), the presence, generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) gives rise to a risk of causing harm to human health, comfort or safety or harm to any other living organism or causing damage to the Environment, or any waste;

"Insured Risks" means loss, damage or destruction, whether total or partial, caused by fire, lightning, explosion, riot, civil commotion, strikes, labour and political disturbances and malicious damage, aircraft and aerial devices (other than hostile aircraft and devices) and articles accidentally dropped from them, storm, tempest, flood, bursting or overflowing of water tanks and pipes, impact, earthquake and accidental damage to underground water, oil and gas pipes or electricity wires and cables, subsidence, ground slip and heave and such other risks or perils against the occurrence of which QinetiQ may from time to time in its reasonable discretion deem it desirable to insure subject to such exclusions and limitations as are from time to time imposed by the insurers and subject also to the exclusion of such of the risks specifically hereinbefore mentioned as QinetiQ may in its discretion decide where insurance cover in respect of the risk in question is not for the time being available in the London insurance market on reasonable terms;

"Intellectual Property Rights" means all inventions, patents, registered designs, design rights, database rights, and copyrights, trademarks and trade names, trade secrets and know-how and other intellectual property rights (whether registered or not) and the goodwill attaching to any of them and applications for any of them and any right or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world;

"Interim Sum" means the yearly sum properly assessed or caused to be assessed by QinetiQ as a reasonable estimate of and on account of the Service Charge, QinetiQ having due regard

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(where relevant) to the Service Charge paid for the Service Year immediately preceding the year in question and future anticipated expenditure;

"Laws" means all law, common law or otherwise in force from time to time including treaties, decrees, statute, regulation, bye-laws, directions, judgments, directives, rules, mandatory codes of practice, including any imposed by any statutory, public, local or other competent authority or court of competent jurisdiction;

"MCSU Site" means the land and all buildings fixtures and other structures whatsoever from time to time thereon and the appurtenances thereof which land is known as MCSU, Portsdown Technology Park, Cosham and is shown edged blue on the plan in Schedule 1 (Plan);

"month" means a calendar month and **"monthly"** shall be interpreted accordingly;

"Personal Data" has the meaning given in the Data Protection Laws;

"Processor" has the meaning given in the Data Protection Laws;

"QinetiQ Equipment" means the equipment, tools, systems or cabling, used directly or indirectly in the supply of the Services, excluding the Authority Materials;

"QinetiQ Personnel" means all employees, staff, other workers, agents and consultants of QinetiQ and of any subcontractors who are engaged in the provision of the Services from time to time;

"QinetiQ Representative" means the person identified as the QinetiQ Representative in Clause 16.5 (Notices and Points of Contact) or any replacement person appointed by QinetiQ as such pursuant to Clause 16.5;

"QinetiQ Technical Contact" means the person identified as the QinetiQ Technical Contact in Clause 16.5 (Notices and Points of Contact), or any replacement person appointed by QinetiQ as such pursuant to Clause 16.5;

"RICS Statement" means the Royal Institution of Chartered Surveyors' professional statement known as "Service Charges in Commercial Property (first edition, September 2018)" as amended from time to time;

"Service Charge" means the charge payable by the Authority to QinetiQ in respect of the provision of the Core Services and Estate Services, which shall be calculated in accordance with Schedule 4 (Charges);

"Service Charge Statement" has the meaning given to it in paragraph 2.1 of Part 2 of Schedule 4 (Charges);

"Service Costs" means the costs set out in Part 1 of Schedule 4 (Charges);

"Service Media" means those parts of the Estate comprising common water supply, waste and soil pipes, drains, sewers, gutters, downpipes, gas and other fuel pipes, electricity and telephone cables, wires, ducts, conduits, flues, wires, louvres and cowls and all other common conducting media, plant and apparatus for the provision, supply, control and monitoring of services to or from the Estate (excluding the Conducting Media) and other common equipment, including the gas governor kiosk situated within the Estate;

"Services" means the services to be delivered by or on behalf of QinetiQ under this Agreement, comprising the Core Services, the Estate Services and the Supplemental Services and **"Service"** means any of the Services (or any part of any of them);

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"Service Year" means the period:

- (a) from the Effective Date to (and including) the first Account Date and thereafter;
- (b) between two consecutive Account Dates (excluding the first and including the second) and thereafter;
- (c) commencing immediately after the last Account Date in the Term and ending on the expiry of the Term;

"Supplemental Services" means the services specified in Part 3 of Schedule 3 (Services), subject to any changes made to such services by QinetiQ in accordance with Clause 4.4;

"Supplemental Services Fee" means the fee payable by the Authority for provision of the Supplemental Services, which shall be calculated in accordance with of Schedule 4 (Charges);

"Term" has the term of this Agreement, as specified in Clause 2.1;

"Termination Date" means the date on which this Agreement ends (however it ends);

"Uninsured Risks" means any one or more of the risks expressly specified in the definition of the Insured Risks as being an Insured Risk but only whenever (if at all) during the Term:

- (a) insurance against such risk or risks is not available in the London insurance market; or
- (b) in QinetiQ's reasonable opinion cover for such risk or risks is not available in the London insurance market at reasonable commercial rates and on reasonable commercial terms; or
- (c) insurance against such risk or risks is not available in respect of the Estate as a result, wholly or partly of normal policy exclusion provisions in relation to a level of policy excess;

"Unit" means any unit of accommodation forming part of the Estate;

"Value Added Tax" or **"VAT"** means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature; and

"Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 In this Agreement, references to:

1.2.1 any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

1.2.2 the masculine shall include the feminine and the neuter and vice versa;

1.2.3 the singular shall include the plural and vice versa;

1.2.4 Clauses are references to the clauses set out in this Agreement;

1.2.5 a reference to this Agreement or to any other contract or document is a reference to this Agreement or such other contract or document, in each case as varied from time to time;

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1.2.6 any words following the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, descriptions, definition, phrase or term preceding those terms; and

1.2.7 "writing" or "written" shall include email.

1.3 The headings in this Agreement are included for ease of reference only and will not affect its interpretation.

2. TERM

2.1 This Agreement shall commence on 01/03/2023 (the "**Effective Date**") and shall continue, unless terminated earlier in accordance with Clause 10 (Termination), until either Party gives to the other Party three (3) months' written notice to terminate, expiring on or after the first anniversary of the Effective Date.

2.2 For the purposes of formalising payment this agreement will expire 31/03/2027 and a replacement agreement will be established.

3. WARRANTIES

3.1 Each Party warrants that:

3.1.1 it has full capacity and authority to enter into and to perform this Agreement;

3.1.2 this Agreement is executed by a duly authorised representative of that Party;

3.1.3 there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under this Agreement; and

3.1.4 once duly executed, this Agreement will constitute legal, valid and binding obligations.

4. QINETIQ'S GENERAL OBLIGATIONS

4.1 The Authority shall appoint QinetiQ, and QinetiQ shall provide the Services to the Authority, on the terms of this Agreement and in consideration of the payment of the Charges by the Authority.

4.2 Subject to the other provisions of this Clause 4, QinetiQ shall during the Term:

4.2.1 provide the Core Services and the Estate Services;

4.2.2 provide such of the Supplemental Services as the Authority may request from time to time.

4.3 QinetiQ may at any time add to, extend, vary, withdraw or withhold any of the Estate Services provided that in doing so, QinetiQ must act reasonably and in the interests of good estate management. QinetiQ shall within a reasonable time notify the Authority that such changes have been made.

4.4 QinetiQ may at any time add to, extend, vary, withdraw or withhold any of the Supplemental Services at its discretion. QinetiQ shall within a reasonable time notify the Authority that such changes have been made.

4.5 QinetiQ shall not be obliged to:

4.5.1 carry out any works where the need for those works has arisen by reason of any damage or destruction by an Uninsured Risk (unless QinetiQ has elected to carry out such works; or

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4.5.2 replace or renew any part of the Estate or any item or system within the Estate unless it is beyond economic repair.

4.6 QinetiQ shall at all times:

4.6.1 provide the Services with reasonable care and skill and in accordance with Good Industry Practice;

4.6.2 unless otherwise agreed in writing with the Authority, obtain, maintain and comply with all Consents;

4.6.3 provide such reasonable co-operation and information in relation to the Services as the Authority may reasonably require; and

4.6.4 hold all Authority Materials in safe custody at its own risk and maintain the Authority Materials in good condition until returned to the Authority, and not dispose of or use the Authority Materials other than in accordance with the Authority's written instructions or authorisations.

4.7 QinetiQ shall, at its own expense, be responsible for the provision, maintenance, installation and replacement of all the QinetiQ Equipment.

5. AUTHORITY'S RESPONSIBILITIES

5.1 The Authority shall:

5.1.1 comply with the Authority's Responsibilities; and

5.1.2 co-operate with QinetiQ in all matters relating to the Services.

5.2 QinetiQ reserves the right to inspect any Authority Materials. In the event of any failure or delay on the part of the Authority to supply such Authority Materials, or if they are not in accordance with this Agreement or are not fit for the purpose provided, then QinetiQ shall within a reasonable time notify the Authority detailing any delay or defect, and the Authority shall as soon as reasonably practicable and at its own cost and expense supply replacement Authority Materials or make good any defect. In such circumstances, QinetiQ may: (i) extend the period for performance of the affected Services by a reasonable time; and/or (ii) adjust the Service Charge to meet any additional expenditure incurred by QinetiQ as a result of any delay or defect and the Authority shall pay such additional Service Charge; and/or (iii) serve notice to terminate for material breach under Clause 10.1.1.

5.3 The Authority shall procure that the Authority Personnel shall abide by such regulations, including security and health and safety regulations, as are applicable to their presence on the Estate. A copy of such regulations will be available from QinetiQ on demand. QinetiQ shall have the right to require the removal from any part of the Estate of any Authority Personnel who disobeys such regulations or who causes a nuisance, damage, inconvenience or disturbance to QinetiQ or the occupiers of or visitors to the Estate. QinetiQ also reserves the right to refuse entry to the Estate to any person whom it considers unsuitable (acting reasonably).

5.4 QinetiQ shall notify the Authority immediately on becoming aware of any damage caused by the Authority Personnel to any property of QinetiQ, or to any of the Estate. The Authority shall be responsible for the reasonable costs of repair or replacement.

5.5 Subject to Clause 5.6, if QinetiQ's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Authority, its employees, workers, agents, consultants or subcontractors then, without prejudice to any other right or remedy it may have, QinetiQ shall be allowed an extension of time to perform its obligations equal to the delay caused by the Authority.

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5.6 A failure by the Authority to comply with the terms of this Agreement can only relieve QinetiQ from complying with its obligations under this Agreement with effect from the date on which QinetiQ notifies the Authority in writing of the Authority's failure and its effect or anticipated effect on the Services.

6. CHARGES AND PAYMENT

6.1 QinetiQ shall invoice the Authority for the Charges at the times stated in Schedule 4 (Charges).

6.2 The Authority shall pay to QinetiQ the Charges in respect of the Services through CP&F/ Exostar payment system.

6.3 If the Authority disputes any invoice or part of it, the Authority shall immediately notify QinetiQ in writing of the reasons for it disputing the invoice. The Authority shall immediately pay the undisputed portion of the invoice and the Parties shall seek to resolve the dispute within 14 days, and in the absence of a resolution the provisions of Clause 24 (Dispute Resolution) shall apply. Upon resolution of the dispute, the agreed payable sum shall be paid immediately to QinetiQ, together with any interest due under Clause 6.4.

6.4 If the Authority fails to pay QinetiQ any sum due pursuant to this Agreement, the Authority will be liable to pay interest to QinetiQ on such sums from the due date for payment calculated by reference to (i) the applicable rate due under the Late Payment of Commercial Debts (Interest) Act 1998; or (ii) an annual rate equivalent to the base lending rate from time to time of the Bank of England plus 4 percentage points, whichever is the higher. Such interest shall accrue on a daily basis until payment is made, whether before or after any judgement.

6.5 Whenever under this Agreement any sum of money shall be recoverable from or payable by the Authority, QinetiQ may deduct the same from any sum then due to the Authority under this Agreement or any other contract between QinetiQ and the Authority.

6.6 Unless otherwise stated in this Agreement, the Charges are exclusive of any Value Added Tax, sales tax or similar, and any other taxes, duties or imposts chargeable on that, all of which shall be payable by the Authority as an additional charge. All payments due from the Authority shall be made without deduction of any set-offs, taxes, charges and other duties (including any withholding or income taxes). In the event of any withholding or similar tax being applied to payments to QinetiQ, the Authority shall pay such additional sums as necessary to ensure that QinetiQ receives the same sum following deduction of such taxes as it would have received had no such tax been imposed.

7. DATA PROTECTION

7.1 In performing its obligations under this Agreement, each Party shall comply with and ensure that its employees, agents, representatives and contractors comply with the Data Protection Laws.

7.2 Unless otherwise agreed in writing, QinetiQ shall not act as Processor for the purposes of this Agreement without first agreeing with the Authority:

7.2.1 a description of the scope, nature and purpose of the processing;

7.2.2 the duration of the processing; and

7.2.3 the types of Personal Data and categories of Data Subjects.

8. CONFIDENTIALITY

8.1 Save as permitted by this Clause 6, each Party shall keep confidential and not disclose or knowingly permit to be disclosed to any person or use other than for the purpose of this Agreement any Confidential Information disclosed to it by the other Party or its representatives.

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8.2 The receiving Party may disclose the disclosing Party's Confidential Information without prior written consent to its employees, agents, contractors or advisers who need to know the same for the purpose of discharging the receiving Party's obligations or exercising its rights under this Agreement and it shall ensure that such employees, agents, contractors and advisers are subject to like obligations of confidentiality as are contained in this Clause 6.

8.3 The obligations of confidentiality owed by each Party to the other Party in this Clause 6 shall not apply to information which:

8.3.1 is in or enters the public domain (otherwise than by a breach of the receiving Party's confidentiality obligations whether arising under this Agreement or otherwise);

8.3.2 is known without restriction to the receiving Party at the time of disclosure without breach of any obligation of confidentiality;

8.3.3 becomes known to the receiving Party without restriction from an independent source having the right to convey it; or

8.3.4 is shown to the reasonable satisfaction of the originating Party to have been generated independently by the receiving Party.

8.4 Nothing shall prevent the disclosure by the receiving Party of the disclosing Party's Confidential Information to the extent required by applicable law or by the regulations of any stock exchange or regulatory authority to which such Party is subject or pursuant to any order of court or other competent authority or tribunal PROVIDED THAT:

8.4.1 the receiving Party first gives the other Party, where possible, the opportunity to make and/or manage the necessary disclosure;

8.4.2 where the receiving Party is required to make the disclosure itself, the disclosure made is the minimum required, having regard to all possible exemptions from disclosure, and is made under maximum possible constraints of confidentiality; and

8.4.3 to the extent permitted by applicable law, the other Party is provided with full information on the intended disclosure and is fully consulted.

8.5 Upon request by the Authority and in any event on expiry or termination of this Agreement, QinetiQ will (at its expense) promptly deliver to the Authority all Confidential Information of the Authority (and all copies thereof) disclosed to QinetiQ under this Agreement that is in QinetiQ's possession, custody or control without making or retaining any copies of them in any form. Where it is not reasonably practicable for QinetiQ to remove all traces of the Authority's Confidential Information from its business and computer systems, then QinetiQ shall take reasonable steps to restrict access to the information, and any residual Confidential Information will continue to be governed by this Agreement for so long as it is retained on the business and computer systems, but QinetiQ shall have no further right to use such Confidential Information.

8.6 QinetiQ shall not process, transfer or send (via electronic or non-electronic means) any Confidential Information or other commercially sensitive and/or restricted information relating to the Authority, any Authority and/or government projects or related services to parts of its operations and/or to parts of its operations and/or any third parties outside the United Kingdom without the prior written consent of the Authority.

9. FORCE MAJEURE EVENTS

9.1 Provided it has complied with Clause 9.2, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or

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delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

9.2 The Affected Party shall:

9.2.1 as soon reasonably practicable after occurrence of the Force Majeure Event, give the other Party written notice describing:

- (a) the particulars of the Force Majeure Event;
- (b) the extent to which it is unable to perform its obligations; and
- (c) the estimated period of time during which it is unable to perform its obligations; and

9.2.2 take reasonable steps to mitigate the effect of the failure or delay on the performance of its obligations.

9.3 Either Party may terminate this Agreement upon written notice to the other Party if the Force Majeure Event lasts more than ninety (90) days. In such event the Parties shall, subject to the provisions of Clause 11.5, be released from all further obligations under this Agreement and the Authority shall pay to QinetiQ within seven (7) days: (i) all outstanding payments invoiced by QinetiQ under this at the Termination Date; and (ii) in addition a fair and reasonable price for work done or in progress but not invoiced for at the Termination Date.

9.4 QinetiQ shall additionally have the right to terminate this Agreement where a change in applicable laws or regulations materially and adversely affects the performance by QinetiQ of its obligations hereunder (including without limitation where the change in law or regulations materially increases the costs of performance of QinetiQ) and it was not reasonably foreseeable at the time of entry into this Agreement that such change in law and regulations would take place during the Term. Any such termination shall take effect on the same basis as set out in Clause 9.3. QinetiQ shall provide advance notice of its intention to terminate this Agreement in accordance with the provisions of this Clause 9.4 and shall give fair consideration to any proposal as may be made by the Authority to enable this Agreement to proceed.

10. TERMINATION

10.1 Either Party shall have the right to terminate at any time by giving the other Party written notice to terminate this Agreement immediately if:

10.1.1 the other Party commits a material breach of this Agreement which (if capable of remedy) it fails to remedy within thirty (30) days of receipt of written notice of the same;

10.1.2 the other Party repeatedly breaches any of the terms of this Agreement 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 of this Agreement;

10.1.3 any distress, execution or other process is levied upon any of the assets of the other Party;

10.1.4 the other Party agrees to any kind of composition, rescheduling, scheme, compromise or arrangement involving it and its creditors generally (or any class of them) as a result of financial difficulties;

10.1.5 an order is made or an effective resolution is passed for the other Party's winding up (except for the purposes of amalgamation or reconstruction as a solvent company), or if a petition is presented to court, or if a receiver/manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other Party's undertaking or assets;

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10.1.6 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 10.1.3 to 10.1.5 inclusive;

10.1.7 the other Party ceases or threatens to cease to carry on its business; or

10.1.8 the financial position of the other Party deteriorates to such an extent that, in the reasonable opinion of the non-defaulting Party, the capability of the other Party to adequately fulfil its obligations under this Agreement has been placed in jeopardy.

10.2 For the purposes of Clause 10.1.1, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit that the terminating Party would otherwise derive from a substantial portion of this Agreement. In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding. A Party terminating for material breach may rely on a single material breach or several breaches or repeated breaches that, taken together, constitute a material breach.

10.3 Without affecting any other right or remedy available to it, QinetiQ may terminate this Agreement by giving the Authority written notice if the Authority fails to pay any undisputed amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment.

11. CONSEQUENCES OF TERMINATION

11.1 On the Termination Date, QinetiQ shall:

11.1.1 return to the Authority such of the following as are in QinetiQ's possession or control:

- (a) security and access keys and codes issued to the QinetiQ Personnel;
- (b) the Authority Materials; and

11.1.2 repay to the Authority any amount which QinetiQ may have been paid in advance in respect of Services not provided or procured by QinetiQ as at the termination or expiry of this Agreement.

11.2 On the Termination Date, the Authority shall:

11.2.1 return to QinetiQ such of the following as are in the Authority's possession or control:

- (a) security and access keys and codes in relation to the Estate issued to the Authority Personnel;
- (b) any other equipment or property belonging to QinetiQ;

11.2.2 immediately pay any outstanding unpaid invoices and interest due to QinetiQ and QinetiQ shall submit invoices for any Services or items that it has supplied, but for which no invoice has been submitted, and the Authority shall pay these invoices immediately on receipt.

11.3 On the Termination Date, each Party shall return to the other Party all Confidential Information of the other Party and erase all of the other Party's Confidential Information from its computer systems (to the extent possible) and (where on request) shall certify that it does not retain the other Party's Confidential Information.

11.4 The expiry or termination of this Agreement, however arising, will be without prejudice to the rights and obligations of the Parties which have accrued prior to expiry or termination.

11.5 The provisions of Clauses **Error! Reference source not found.** (Intellectual Property Rights), 11 (Consequences of Termination), 8 (Confidentiality), 14 (Assignment), 15 (Publicity), 18 (Waiver), 20

(Third Party Rights), 24 (Dispute Resolution), 25 (Expert Determination) and 26 (Governing Law and Jurisdiction) shall survive expiry or termination of this Agreement, together with any provisions hereof which by their nature should survive the expiry or termination of this Agreement.

12. LIMITATION OF LIABILITY

12.1 Nothing in this Agreement shall exclude or limit the liability of either Party for:

12.1.1 death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;

12.1.2 fraud or fraudulent misrepresentation;

12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

12.1.4 any liability which cannot be limited or excluded by applicable law.

12.2 Subject to Clause 12.1, QinetiQ's liability in contract, for breach of statutory duty, tort (including negligence) or otherwise arising in connection with the performance, non-performance or contemplated performance of this Agreement, shall be limited in each Service Year to the total Charges payable under this Agreement in respect of such Service Year, whether or the Charges have been invoiced to the Authority.

12.3 Subject to Clause 12.1, QinetiQ shall not be liable to the Authority for:

12.3.1 any, indirect, special or consequential loss, damage, costs, expenses or any other claims; or

12.3.2 any economic loss (including loss of profit, loss of business, depletion of goodwill or like loss); or

12.3.3 any loss, damage or liability to the extent caused by the negligence, wilful misconduct or other fault of the Authority, its employees, agents or contractors or a breach by the Authority of this Agreement,

in each case howsoever caused, including without limitation negligence or breach of statutory duty or misrepresentation, arising out of or in connection with this Agreement.

13. INDEPENDENT CONTRACTOR

13.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.

13.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

14. ASSIGNMENT

14.1 Neither Party shall assign, transfer or novate any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

15. PUBLICITY

15.1 Neither Party shall, for publicity purposes, do any of the following without the prior written consent of the other Party:

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15.1.1 make use of the other Party's name or the name of that Party's personnel, customers or agents; or

15.1.2 refer to the other Party or this Agreement in any advertisement, announcement or notice, except to the extent required by law or any competent regulatory body.

16. NOTICES AND POINTS OF CONTACT

16.1 A notice given under or in connection with this Agreement must be in writing and (a) delivered by hand; or (b) sent by pre-paid first class post or other next working day delivery service providing proof of delivery; or (c) sent by email. Such notice shall be sent to the address of the Authority or to the address of QinetiQ set out in Clause 16.2 or to such other address as either the Authority or QinetiQ may substitute by written notice to the other Party (as the case may be).

16.2 The Parties acknowledge the following addresses for service of notice under this Agreement:

For the Authority Redacted under FOIA Section 40, Personal Information	For QinetiQ Redacted under FOIA Section 40, Personal Information
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16.3 Notice shall be deemed given:

16.3.1 if delivered by hand, on the day of delivery;

16.3.2 if sent by pre-paid first class post or other next working day delivery service providing proof of delivery, at the time recorded by the delivery service;

16.3.3 if sent by email, at the time of transmission during normal UK business hours.

16.4 Throughout the Term, the Authority shall have in place an Authority Representative and Authority Technical Contact. The Authority Representative shall be responsible for managing the Authority's overall relationship with QinetiQ. The Authority Technical Contact shall be QinetiQ's principal point of contact for technical issues relating to the provision of the Services. The contact details for the initial Authority Representative and Authority Technical Contact are set out below. The Authority may, by written notice to QinetiQ appoint a new Authority Representative or Authority Technical Contact.

Authority Representative Redacted under FOIA Section 40, Personal Information	Authority Technical Contact Redacted under FOIA Section 40, Personal Information
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16.5 Throughout the Term, QinetiQ shall have in place a QinetiQ Representative and QinetiQ Technical Contact. The QinetiQ Representative shall be responsible for managing QinetiQ's overall relationship with the Authority. The QinetiQ Technical Contact shall be responsible for managing technical issues relating to the provision of the Services. The contact details for the initial QinetiQ Representative and QinetiQ Technical Contact are set out below. QinetiQ may, by written notice to the Authority appoint a new QinetiQ Representative or QinetiQ Technical Contact.

QinetiQ Representative Redacted under FOIA Section 40, Personal Information	QinetiQ Technical Contact Redacted under FOIA Section 40, Personal Information
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17. CHANGES

17.1 Subject to Clauses 4.3 and 4.4, no Change shall be valid unless it is in writing and signed by or on behalf of each of the Parties by their respective authorised representatives.

18. ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

19. WAIVER

19.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing. Failure or delay by either Party in enforcing any provision of this Agreement shall not be a waiver of any of its rights under this Agreement or of the right at any time subsequently to enforce that provision or any other provision of this Agreement. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

20. THIRD PARTY RIGHTS

20.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

20.2 The rights of the Parties to this Agreement to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person, notwithstanding that any variation may relate to any benefits conferred on such person.

21. SEVERANCE

21.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, it shall be deemed deleted, but the validity of the other provisions of this Agreement shall not be affected.

22. BUSINESS ETHICS AND SANCTIONS COMPLIANCE

22.1 Each Party shall comply with the provisions of anti-corruption and anti-bribery laws, legislation, regulations or directives which apply to its business or which apply in the place where this Agreement is performed.

22.2 Each Party shall comply with any trade, financial or other sanctions regime which apply in relation to its business including, without limitation, sanctions and embargos imposed by: (i) the UN, EU, UK or US (including regimes administered by the United States Department of the Treasury, Office of Foreign Assets Control (OFAC) and His Majesty's Treasury); and (ii) any other such regime which applies in relation to a Party's business.

23. NON-SOLICITATION

23.1 Each Party undertakes that it shall not during the Term and for a period of six (6) months following its expiry or termination solicit the services of any person who is or was employed or engaged by the other Party in the supply of the Services or the management of this Agreement or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of

employment or engagement other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the other Party.

24. DISPUTE RESOLUTION

24.1 Subject to Clause 25 (Expert Determination):

24.1.1 if any dispute arises out of or in connection with this Agreement (a "**Dispute**"), the Parties undertake that they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both Parties and either Party will be entitled to initiate the process by written notice to the other;

24.1.2 if the Dispute has not been resolved to the satisfaction of either Party within thirty (30) days of initiation of the procedure pursuant to Clause 24.1.1 or if either Party fails or refuses to participate in or withdraws from participating in the procedure, then either Party may refer the Dispute to the courts in accordance with Clause 26 (Governing Law and Jurisdiction).

24.2 Nothing in this Clause 24 shall restrict or prevent either Party from seeking injunctive relief at any time.

25. EXPERT DETERMINATION

25.1 An Expert is a person appointed in accordance with this clause to resolve the level of Service Charge payable under this Agreement.

25.2 The Parties shall agree on the appointment of an independent Expert and shall agree with the Expert the terms of their appointment.

25.3 If the Parties are unable to agree on an Expert or the terms of appointment within seven (7) days of either Party serving details of a suggested expert on the other, either Party shall then be entitled to request the Royal Institute of Chartered Surveyors (RICS) to appoint an Expert.

25.4 The Expert is required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of three months of the matter being referred to the Expert.

25.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:

25.5.1 either Party may apply to the RICS to discharge the Expert; and

25.5.2 the Parties may proceed to appoint a replacement Expert in accordance with this Clause 25, which shall apply to the replacement Expert as if they were the first Expert to be appointed.

25.6 All matters under this clause must be conducted, and the Expert's decision shall be written, in the English language.

25.7 The Parties are entitled to make submissions to the Expert and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

25.8 To the extent not provided for by this clause, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate.

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25.9 Each Party shall with reasonable promptness supply each other with all information and give each other access to all documentation and personnel and/or things as the other Party may reasonably require to make a submission under this clause.

25.10 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the Service Charge payable under this Agreement, which may include any issue involving the interpretation of any provision of this Agreement, their jurisdiction to determine the matters and issues referred to them and/or their terms of reference. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.

25.11 Each Party shall bear its own costs in relation to the reference to the Expert. The Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the Parties equally or in such other proportions as the Expert shall direct.

25.12 All matters concerning the process and result of the determination by the Expert shall be kept confidential among the Parties and the Expert.

25.13 Each Party shall act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

25.14 The Expert shall have no liability to the Parties for any act or omission in relation to this appointment save in the case of bad faith.

26. GOVERNING LAW AND JURISDICTION

26.1 This Agreement and any dispute or claim arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the law of England and Wales.

26.2 Subject to Clause 24 (Dispute Resolution) and Clause 25 (Expert Determination), each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation save that each Party shall be entitled to take injunctive or enforcement proceedings against the other in any jurisdiction where that other Party holds assets.

27. COUNTERPARTS

27.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

27.2 Each Party agrees that this Agreement may be signed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of its intention to be bound by this Agreement as if signed by the relevant Party's manuscript signature.

Signed for and on behalf of:-	Signed for and on behalf of:-
SECRETARY OF STATE FOR DEFENCE	QINETIQ LIMITED
SIGNATURE: signed on original	SIGNATURE: signed on original

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PRINT NAME: Redacted under FOIA Section 40, Personal Information	PRINT NAME: Redacted under FOIA Section 40, Personal Information
JOB TITLE: Senior Commercial Manager	JOB TITLE:
DATE: 15/03/2023	DATE:16/03/2023

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SCHEDULE 1 – PLAN

Redacted under FOIA Section 23, information supplied by, or relating to, bodies dealing with security matters

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**SCHEDULE 2 – AUTHORITY'S RESPONSIBILITIES****1. General obligations**

1.1 The Authority shall:

1.1.1 respond to and provide such documentation, data and other information as QinetiQ reasonably requests for QinetiQ to discharge its obligations under this Agreement; and

1.1.2 respond to requests for information in a prompt and timely manner, where such requests are reasonably made by or on behalf of QinetiQ to enable QinetiQ to discharge its obligations under this Agreement.

2. Authority Personnel

2.1 The Authority shall use its reasonable endeavours to ensure that all of the Authority Personnel who will use the facilities on the Estate:

2.1.1 complete any relevant training modules, as agreed with QinetiQ;

2.1.2 comply with the security and health and safety regulations that are applicable to their presence at the Estate;

2.1.3 familiarise themselves with the agreed procedures for reporting faults, incidents, accidents and problems relating to the use of the facilities on the Estate; and

2.1.4 are kept up to date with matters relating to the use of the facilities on the Estate via notices, email or other form of messaging service.

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SCHEDULE 3 – SERVICES

This Schedule 3 sets out details of the Services to be provided by QinetiQ.

PART 1 – CORE SERVICES

1. Keep the Access Road in good repair and condition, clean, properly lit and clear and unobstructed at all times, which service shall include (without limitation) provision of lighting, gritting, surface water drainage, white lining and traffic calming measures
2. Maintain the Conducting Media in good repair and condition, including for the avoidance of doubt the sewage treatment works for the treatment of sewage from the MCSU Site and the electricity sub-station for the provision of the electrical supplies to the MCSU Site, which service shall include obtaining and maintaining any discharge licences in respect of the drainage system and providing electricity for road lighting and operation of the sewage treatment works

PART 2 – ESTATE SERVICES

1. Keeping the Estate (including without limitation the Access Road and other roadways and car parks) properly cleansed, treated, maintained (including repair and renewal) and lit to such standard as QinetiQ may from time to time consider adequate except in respect of any repair attributable to damage caused by any person other than the Authority and to be paid by such other person.
2. Providing and maintaining at QinetiQ's absolute discretion any architectural or ornamental features and any plants, shrubs, trees or garden area together with any other common areas in the Estate.
3. Supplying whether by purchase or hire and maintain, renew, replace, repair, service and keep in good and serviceable order and condition all fixtures and receptacles, appliances, materials, equipment, plant and other things which QinetiQ may deem desirable or necessary for the maintenance, appearance, upkeep or cleanliness of the Estate or otherwise in connection with the provision of the Services.
4. Providing a security service to the Estate including (without prejudice to the generality of the foregoing) where QinetiQ deems it necessary or desirable in its absolute discretion:
 - 4.1 the provision of security gates at the entrances to the Estate and buildings or other structures related thereto or in which security personnel work or reside within the Estate;
 - 4.2 gate access into the Estate to permit access to the MCSU Site 24 hours a day, 365 days a year; boundary surveillance and patrolling of the whole site boundary including the outer perimeter of MCSU 365 days a year;
 - 4.3 CC TV surveillance of the Estate 24 hours a day, 365 days a year; and
 - 4.4 carrying out personal ID checks of all people entering the Estate to gain access to the MCSU Site, including provision and issue of appropriate QinetiQ site entry permits 24 hours a day, 365 days a year.
5. Providing any other Services relating to the Estate or any part of it from time to time which shall be:
 - 5.1 reasonably capable of being enjoyed by the occupier of the MCSU Site; or
 - 5.2 reasonably calculated to be for the benefit of the Authority and tenants of the Estate; or

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- 5.3 appropriate for the maintenance, upkeep or cleanliness of the Estate; or
- 5.4 otherwise in keeping with the principles of good estate management.
- 6. Provide access for Authority Personnel to the restaurant on the Estate during Business Hours
- 7. Provide access for Authority Personnel to the gym facilities at the Estate during Business Hours subject to payment by the Authority Personnel of applicable gym membership fees
- 8. Use of the on-site prayer room on the Estate during Business Hours, with advanced booking, where required

PART 3 – SUPPLEMENTAL SERVICES

Optional use of conference facilities at the Estate on a per event chargeable basis

SCHEDULE 4 – CHARGES

PART 1 – SERVICE COSTS AND EXCLUDED COSTS

Service Costs

1. The cost of employing (whether by QinetiQ or any other individual or firm or company) such staff as QinetiQ may in its absolute discretion consider appropriate for the performance of the Core Services and the Estate Services and all other incidental expenditure in relation to such employment including without prejudice to the generality of the foregoing:

1.1 salaries, wages, pensions and pension contributions, benefits in kind and other emoluments and National Insurance and other statutory contributions or levies; and

1.2 the provision of uniforms and working clothing; and

1.3 the provision of vehicles, tools, appliances, cleaning and other material fixtures, fittings and other equipment for the proper performance of their duties and a store for housing the same; and

1.4 a reasonable notional rent for any premises reasonably provided rent free for every such person's use occupancy or residence.

2. The cost of entering into any contracts for the carrying out of all or any of the Core Services and Estate Services.

3. All rates, taxes, assessments, duties, charges, impositions and outgoings which are now or during the Term shall be charged assessed or imposed on the Estate where there is no separate charge assessment or imposition on or in respect of a Unit excluding any tax (other than VAT) payable by QinetiQ as a direct result of any actual or implied dealing with the reversion of any lease or of QinetiQ's receipt of income.

4. The cost of the supply of electricity, gas, oil and other fuel for the provision of the Core Services and Estate Services and the cost of any electricity generating transforming, monitoring, metering and distribution plant, machinery and equipment in or servicing the Estate.

5. All amounts which QinetiQ may expend in effecting and maintaining insurance against the occurrence of the Insured Risks or any of them and any other insurances (including without limitation in relation to property owners and employers' liability) as QinetiQ may decide to effect in relation to the Estate or any part of it (other than insurances of any Unit or Units), including fees for insurance valuations carried out at reasonable intervals and all fees and expenses payable to advisers in connection with effecting and maintaining insurance policies and claims.

6. The cost which QinetiQ may be called upon to pay as a contribution towards the expense of making, repairing, maintaining, rebuilding and cleansing any ways, roads, pavements or structures, Conducting Media and Service Media or anything which may belong to or be used for the Estate or any part of it exclusively or in common with other neighbouring or adjoining premises.

7. The cost of taking all steps deemed desirable or expedient by QinetiQ for complying with or making representations against or otherwise contesting the incidence of the provisions of any Laws relating to or alleged to relate to the Estate or any part or it for which the Authority is not directly and exclusively liable.

8. The cost to QinetiQ of abating any nuisance in respect of the Estate or any part of it insofar as the same is not the liability of the Authority.

9. Any VAT (or any tax of a similar nature which may be substituted for or levied in addition to it) incurred by QinetiQ on any other amount comprised in the Service Charge save to the event that QinetiQ

obtains credit for such VAT incurred by QinetiQ pursuant to sections 24, 25 and 26 Value Added Tax Act 1994 or any regulations made thereunder.

10. A fair and reasonable proportion of QinetiQ's Energy Management Costs. QinetiQ's Energy Management Costs means the reasonable and proper costs of QinetiQ (including any reasonable and proper management costs and expenses and surveyors' fees and all reasonable and proper disbursements) incurred in connection with:

10.1 acquiring allowances of any nature and paying all present and future taxes, duties, or assessments of any nature relating to the supply or consumption of energy, or relating to emissions (including any greenhouse gas emissions associated with that supply or consumption) and whether those emissions are direct or indirect;

10.2 monitoring the supply and consumption of energy and such emissions;

10.3 gathering and processing information relating to the supply and consumption of energy and to such emissions; and

10.4 participating in any statutory scheme relating to the supply and consumption or emissions referred to in a. above and complying with obligations under it,

and for the purpose of this paragraph 10 only, "QinetiQ" means the group of undertakings of which QinetiQ is a member for the purposes of such allowances or taxes.

11. All other costs incurred in connection with the provision of the Core Services and Estate Services.

Excluded Costs

12. Costs and expenses incurred in relation to any of:

12.1 the initial construction (including initial decoration and equipping) of the Estate and all associated professional costs and expenses;

12.2 remediation of or cleaning up any Hazardous Substance that exists on or within or under any part of the Estate prior to the Effective Date or complying with any Environmental Law in relation to such Hazardous Substances;

12.3 advertisement or promotion of the Estate;

12.4 lease renewals, rent reviews or lettings;

12.5 collection and pursuit of arrears of rents or other actions arising out of tenant default.

PART 2 – CALCULATION AND PAYMENT OF SERVICE CHARGE

Redacted under FOIA Section 43, Commercial interests

PART 3 – CALCULATION AND PAYMENT OF SUPPLEMENTAL SERVICES FEE

1. **Supplemental Services Fee**
2. **Redacted** under FOIA Section 43, Commercial interests
3. **Payment of Supplemental Services Fee**
4. **Redacted** under FOIA Section 43, Commercial interests
5. **Ministry of Defence Schedule of Requirement**
- 3.1 **Redacted** under FOIA Section 43, Commercial interests