



Short Form Contract

UK Health Security Agency
10 South Colonnade
London
E14 4P

TSI INSTRUMENTS LTD
373 Stirling Road,
Stirling Road Cressex Business Park,
High Wycombe,
Buckinghamshire,
HP12 3ST

By email to: [REDACTED]

Date: 04th October 2023

Dear [REDACTED]

UKHSA – Provision of Advanced Aerosol Neutralizer (Soft Xray)

Following your proposal for the supply of Advanced Aerosol Neutralizer (Soft Xray) we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the Annexes set out the terms of the contract between UKHSA for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to Josh Williams, [REDACTED] within 7 days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for Order Form to be countersigned which will create a binding contract between us.

[REDACTED]

[REDACTED]



UK Health
Security
Agency

Short Form Contract

Order Form

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| 1. Contract Reference | C214599 |
| 2. Date | Contract commences on date of last signature. |
| 3. Authority | The Secretary of State for Health and Social Care acting as part of the Crown through the UK Health Security Agency of 10 South Colonnade, London, E14 4PU. |
| 4. Supplier | TSI INSTRUMENTS LTD 373 Stirling Road, Stirling Road Cressex Business Park, High Wycombe, Buckinghamshire, HP12 3ST Registration No: 04486008 |
| 5. The Contract | <p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p> |
| 6. Deliverables - Goods | <p>This contract is for the purchase of three (3) Advanced Aerosol Neutralizer (Soft Xray (the "Goods").</p> <p>Delivered in accordance with the following instructions:</p> <p>Delivery Address: Center for Radiation, Chemical & Environment Hazards RADIATION PROTECTION DIVISION CHILTON DIDCOT, Oxfordshire OX11 0RQ</p> <p>Delivery Instructions: The Authority's primary delivery contact is:</p> |

| | <div></div> <p>The Supplier shall provide the following data when delivering the goods:</p> <ul style="list-style-type: none">• Supplier name;• Authority’s order number;• the item reference, Supplier’s part code, description and quantity;• item / pallet / carton references for each pallet or carton shipments; and• full detailed dispatch / pack list at item level and any special instructions originally entered for the Authority’s order. <p>Delivery of the Goods shall be considered to have occurred when the Goods have been delivered to the carrier in accordance with CPT (Reference Incoterms 2020), unless otherwise agreed.</p> <p>Risk will pass to the Authority on the Goods in accordance with Clause 4 of Schedule 1</p> | | | | | | | | | | | | | | | |
|------------------|---|------------------|-------------|-------------|-----|-------------|------|--|--|--|--|-----|---------|--|--|--|
| 7. Specification | <p>The specification of the Deliverables is as set in Annex 1.</p> <p>The Supplier shall make commercially reasonable efforts to deliver the Goods within thirty (30) Working Days of Supplier receiving a PO from the Authority but makes no contractual guarantees due to current supply chain disruptions.</p> | | | | | | | | | | | | | | | |
| 8. Term | <p>The Term shall commence on the date of last signature (the “Commencement Date”) and the Expiry Date shall, unless terminated earlier, expire on 31st March 2024 (the “Term”)</p> <p>Without prejudice to any other right of termination set out in this Contract, the Authority may terminate this contract, in whole or in part, for convenience by giving the Supplier not less than thirty (30) days’ notice in writing.</p> | | | | | | | | | | | | | | | |
| 9. Charges | <p>The Charges for the Deliverables shall be as set out below:</p> <p>Table 1</p> <table><tr><th>Catalogue Number</th><th>Description</th><th>Unit Price</th><th>Qty</th><th>Total Price</th></tr><tr><td>3088</td><td>Advanced Aerosol Neutralizer (Soft Xray)</td><td></td><td></td><td></td></tr><tr><td>N/A</td><td>Freight</td><td></td><td></td><td></td></tr></table> <p>The maximum value of the Goods that can be ordered under this Contract is thirty-four thousand, five-hundred and forty-five pounds (£34,545.00) (the “Contract Price”). For the avoidance of doubt the Authority is not committed to pay the full Contract Price or order a minimum of quantity of the Goods.</p> | Catalogue Number | Description | Unit Price | Qty | Total Price | 3088 | Advanced Aerosol Neutralizer (Soft Xray) | | | | N/A | Freight | | | |
| Catalogue Number | Description | Unit Price | Qty | Total Price | | | | | | | | | | | | |
| 3088 | Advanced Aerosol Neutralizer (Soft Xray) | | | | | | | | | | | | | | | |
| N/A | Freight | | | | | | | | | | | | | | | |

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| | The Contract Price excludes VAT at the applicable rate and any other taxes and delivery charges. | |
| 10. Payment | <p>Within ten (10) Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>All invoices must be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: payables@ukhsa.gov.uk and their agreed representative before submitted for payment.</p> <p>The Supplier shall provide a compliant invoice that includes, as a minimum, a valid PO number, PO line-item number (if applicable), PO line description, and the details (name and telephone number) of the Authority's authorised representative. Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to: procuretopay@ukhsa.gov.uk</p> | |
| 11. Authority Authorised Representative(s) | For general liaison your contact will be [REDACTED], email: [REDACTED] | |
| 12. Address for notices | <u>Authority:</u> UK Health Security Agency 5th floor 10 South Colonnade London E14 4P [REDACTED] | <u>Supplier:</u> TSI INSTRUMENTS LTD 373 Stirling Road, Stirling Road Cressex Business Park, High Wycombe, Buckinghamshi re, HP12 3ST [REDACTED] |
| 13. Key Personnel | <u>Authority:</u> N/A | <u>Supplier:</u> N/A |

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| <div></div> | |
| Date Signed: 19/10/2023 | Date Signed: 19/10/2023 |

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Annex 1

Specification

The Supplier shall make commercially reasonable efforts to deliver the Goods within thirty (30) Working Days of Supplier receiving a PO from the Authority but makes no contractual guarantees due to current supply chain disruptions.

Mode of Operation: Bipolar diffusion charging by soft (low energy) X-rays

Ion Generation Source: Soft X-rays < 9.5 keV

Flow Rate Range: 0.3 to 5.0 L/min

Equivalent X-ray Dose: < 0.3 $\mu\text{Sv/h}$ (0.03 mRem/h) at 0 cm distance, < 0.2 $\mu\text{Sv/h}$ (0.02 mRem/h) at 5 cm and 10 cm distance Measured at outlet port without tubing

Particle Production: < 0.01 particles/cm³. For flow rates ≥ 0.3 L/min, using clean air. Air containing reactive and/or condensable gases or vapors can lead to higher particle production rates.

Maximum Particle Concentration: 10^7 particles/cm³

Aerosol Medium: Air or N₂ only

Operating Conditions: Temperature Range 0°C to +33°C, Humidity Range 0 to 60% RH non-condensing, Altitude Up to 2000 m a.s.l. (6,500 ft)

Storage Conditions: Temperature Range -10°C to +60°C, Humidity Range 0 to 80% RH non-condensing

Differential Pressure Range: ± 70 kPa (± 10 psi) measured from inlet or outlet port to ambient

Power: 3082 operation Thru DB9 connector, Stand-alone operation Universal AC adapter, Input 100 to 240 VAC, 50/60 Hz, Output: 12 VDC, 2.5A

Communication: 3082 operation Thru DB9 connector, Stand-alone operation N/A

Weight: 1.6 kg (3.5 lb)

Dimensions (H x W x D): 35.3 x 12.4 x 5.0 cm (13.9 x 4.9 x 2.0 in.)

Aerosol Ports: Inlet and outlet tubes $\frac{1}{4}$ in O.D.

Device Construction Materials: Aerosol Path Stainless steel and PTFE

Source Lifetime and Service: The soft X-ray source in the Advanced Aerosol Neutralizer 3088 has a lifetime of approximately 8,760 operating hours (one year of continuous use). Since the device can be turned off when not in use, the neutralizer has an operating lifetime of many years for most applications. Elapsed operating lifetime is indicated by a blinking LED.

Short Form Terms

1. Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

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| "Authority" | means the person identified in the letterhead of the Order Form; |
| "Authority Cause" | any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier; |
| "Central Government Body" | means a body listed in one of the following sub- categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency; |
| "Charges" | means the charges for the Deliverables as specified in the Order Form; |
| "Confidential Information" | means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential; |
| "Contract" | means the contract between (i) the Authority and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes; |
| "Controller" | has the meaning given to it in the GDPR; |
| "Date of Delivery" | means that date by which the Deliverables should be delivered to the Authority, as specified in the Order Form; |
| "Data Protection Legislation" | i) The GDPR, the LED and any applicable national implementing Laws as amended from time to time ii) The Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; iii) all applicable Law about the processing of personal data and privacy; |
| "Data Protection Impact Assessment" | an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data; |
| "Data Protection Officer" | has the meaning given to it in the GDPR; |

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| "Data Subject" | has the meaning given to it in the GDPR; |
| "Data Loss Event" | any event that results in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach; |
| "Data Subject Access Request" | A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
| "Deliver" | means hand over the Deliverables to the carrier in accordance with CPT (Reference Incoterms 2020), unless otherwise agreed. |
| "Existing IPR" | any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise); |
| "Expiry Date" | means the date for expiry of the Contract as set out in the Order Form; |
| "FOIA" | means the Freedom of Information Act 2000 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" | any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, Subcontractor's supply chain; iii) any event, occurrence circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iv) any failure of delay caused by a lack of funds; |
| "GDPR" | the General Data Protection Regulation (Regulation (EU) 2016/679); |
| "Goods" or "Deliverables" | means the goods to be supplied by the Supplier to the Authority under the Contract; |
| "Good Industry Practice" | standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector; |

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| "Government Data" | a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller; |
| "Information" | has the meaning given under section 84 of the FOIA; |
| "Information Commissioner" | the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies; |
| "Insolvency Event" | in respect of a person: a) if that person is insolvent; b) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; d) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction; |
| "Key Personnel" | means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing; |
| "LED" | Law Enforcement Directive (Directive (EU) 2016/680); |
| "New IPR" | all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR; |
| "Order Form" | means the letter from the Authority to the Supplier printed above these terms and conditions; |
| "Party" | the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them; |
| "Personal Data" | has the meaning given to it in the GDPR; |
| "Personal Data Breach" | has the meaning given to it in the GDPR; |
| "Processor" | has the meaning given to it in the GDPR; |

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| "Purchase Order Number" | means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract; |
| "Regulations" | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time; |
| "Request for Information" | has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply); |
| "Services" | means the services to be supplied by the Supplier to the Authority under the Contract; |
| "Specification" | means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in the Order Form; |
| "Staff" | means all directors, officers, employees, agents, consultants and contractors 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 applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time; |
| "Subprocessor" | any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract; |
| "Supplier Staff" | all directors, officers, employees, agents, consultants and contractors of the Supplier engaged in the performance of the Supplier's obligations under a Contract; |
| "Supplier" | means the person named as Supplier in the Order Form; |
| "Term" | means the period from the start date of the Contract set out in the Order Form to the Expiry Date or terminated in accordance with the terms and conditions of the Contract; |
| "US-EU Privacy Shield Register" | a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ; |
| "VAT" | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| "Workers" | any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; |

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| "Working Day" | means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London; |
| "Contract Year" | means a consecutive period of twelve (12) Months commencing on the Effective Date or each anniversary thereof; |

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2 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;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

3. How the Contract works

- 3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered**4.1 All Deliverables**

- (a) The Supplier must provide Deliverables:
 - i) in accordance with the Specification;
 - ii) to a professional standard;
 - iii) using reasonable skill and care;
 - iv) using Good Industry Practice;
 - v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; and
 - vi) that comply with all law.
- (b) The Supplier must provide Deliverables with a warranty of at least 365 days (or longer where the Supplier offers a longer warranty period to its Authority's), except

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for software, from Delivery against all defects in material and workmanship under normal use and service as described in the operator's manual. **NO OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF FITNESS FOR PURPOSE OR QUALITY IS MADE.**

4.2 Goods clauses

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Authority on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of payment for those Goods.
- (d) Risk in the Goods transfers to the Authority on delivery to the carrier in accordance with CPT (Reference Incoterms 2020), unless otherwise agreed.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must make commercially reasonable efforts to deliver the Goods on the date and to the specified location during the Authority's working hours but makes no guarantees of delivery time lines due to supply chain disruptions.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods.
- (j) To the extent required by law, the Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance.
- (k) The Authority can cancel any order or part order of Goods which has not been delivered. If the Authority gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Supplier's option) any Goods that the Authority rejects because they don't conform with clause 4.2.
- (m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent.

4.3 Services clauses

- (a) Intentionally Omitted.
- (b) The Supplier must co-operate with the Authority and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any reasonable security requirements.
- (c) The Authority must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

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- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has solely or directly caused to the Authority's premises or property, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects in material and workmanship
- (i) Intentionally Omitted.

5. Pricing and payments

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Authority for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.
- 5.2 All Charges:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice;
 - (b) include all costs connected with the supply of Deliverables.
- 5.3 The Authority must pay the Supplier the charges within 30 days of the date of shipment, in cleared funds to the Supplier's account stated in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
 - (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority;
 - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 Intentionally Omitted.
- 5.7 Intentionally Omitted / Not Applicable.

6. The Authority's obligations to the Supplier

- 6.1 If Supplier fails to comply with the Contract as a result of a Authority Cause:
 - (a) the Authority cannot terminate the Contract under clause 11;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - (c) the Supplier is entitled to additional time needed to deliver the Deliverables;
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
 - (a) gives notice to the Authority within 10 Working Days of becoming aware;
 - (b) demonstrates that the failure only happened because of the Authority Cause;
 - (c) mitigated the impact of the Authority Cause.

7. Record keeping and reporting

- 7.1 The Supplier may provide reasonable progress reports when specified requested by the Authority in writing.

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- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract in accordance with Supplier's internal records and retention policies after the date of expiry or termination of the Contract for no less than the durations stated therein.
- 7.3 With thirty (30) days advanced written notice to the Supplier and subject to obligations of confidentiality, the Supplier must allow a mutually agreeable third-party auditor access to their premises to verify all relevant contract accounts and relevant records of everything to do with the Contract and provide copies for the audit. Any such audit shall be at the sole cost and expense of the Authority.
- 7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (a) tell the Authority and give reasons;
 - (b) propose corrective action (if available);
 - (c) provide a deadline for completing the corrective action (if available).
- 7.6 If the Authority, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Authority may:
 - (a) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract
 - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).
- 8. Supplier staff**
- 8.1 The Supplier Staff involved in the performance of the Contract must:
 - (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice
 - (c) comply with all reasonable conduct requirements when on the Authority's premises.
- 8.2 Where a Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's premises and say why access is required.
- 8.5 The Supplier indemnifies the Authority against all claims brought by any person employed by the Supplier solely or directly caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:
 - (a) requested to do so by either Party (not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave;

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or

- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

9. Rights and protection

- (a) The Supplier warrants and represents that:
- (b) it has full capacity and authority to enter into and to perform the Contract;
- (c) the Contract is executed by its authorised representative;
- (d) it is a legally valid and existing organisation incorporated in the place it was formed; there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 Intentionally Omitted.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

9.5 Intentionally Omitted.

10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier grants to the Authority a non-exclusive, non-transferable, perpetual, world-wide and fully paid up license to use the Deliverables and Supplier's Existing IPR in the Deliverables for internal use only, to the extent necessary to receive and use the Deliverables including for the purposes of maintenance, training, replacement or repair. The Authority shall be entitled to sublicense the Deliverables and all Supplier's Existing IPR in the Deliverables to subcontractors solely for the purposes of the Authority's internal use.

10.2 Intentionally Omitted/Not Applicable.

10.3 Intentionally Omitted/Not Applicable.

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5 In the event any Deliverables to be furnished under this Agreement are not to be made in accordance with drawings, samples or manufacturing specifications designated by the Authority, but rather is solely the design of the Supplier, and subject to the limitations of liability in clause 12, the Supplier agrees that it shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against the Authority, based on an allegation that the Deliverables furnished under this Agreement constitute a direct infringement of any claim of any patent, mask work, copyright or any other intellectual

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property right (an “**IPR Claim**”). This obligation shall be effective only if the Authority shall have made all payments then due and if the Supplier is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. The Supplier shall pay all damages and costs assessed in such suit or proceedings.

In the event of a final adjudication by a court of competent jurisdiction that its Deliverables or any part thereof infringes or violates any third party intellectual property right or if the sale thereof is enjoined, the Supplier shall at its sole option and its own expense, either: (a) procure for the Authority the right to continue using the Deliverables; or (b) replace the Deliverables with substantially equivalent non-infringing Deliverables; or (c) modify the Deliverables so they become non-infringing but substantially equivalent; or (d) if none of the above is reasonably available, terminate the Authority’s right to use the Deliverables, accept the return of the Deliverables from the Authority, and return to Authority the pro rata amount of the price originally paid by Authority to the Supplier for the Deliverables supplied by the Supplier, based on a three year life.

The foregoing indemnity does not apply to the following: (1) infringement by a combination of Deliverables furnished under this Agreement with other goods, products, or equipment not furnished hereunder unless the Supplier is a contributory infringer; (2) infringement resulting from the Authority’s use of the product in a manner inconsistent with the Supplier’s written and publicly available documentation; (3) infringement resulting from changes or modifications made to or from the Deliverables by the Authority; and (4) any settlements of a claim, suit, or proceeding made without the Supplier’s written consent. The foregoing states the entire liability of the Supplier with respect to infringement or violation of third party intellectual property rights in connection with Deliverables furnished under this Agreement.

10.6 Intentionally Omitted.

11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 Intentionally Omitted.

11.3 Ending the Contract without a reason

The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated clause 11.5(b) to 11.5(g) applies.

11.4 When the Authority can end the Contract

- (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
 - (i) there's a Supplier Insolvency Event;
 - (ii) if the Supplier repeatedly breaches the Contract in a way 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 the Contract;
 - (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (iv) there's a change of control (within the meaning of section 450 of the Corporation

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- (v) Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing; if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
- (b) Intentionally Omitted.

11.5 What happens if the Contract ends

Where the Authority terminates the Contract under clause 11.4(a) all of the following apply:

- (a) Intentionally omitted;
- (b) Intentionally omitted;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law and any electronic copies created pursuant to the Supplier's standard electronic backup and archival procedures;
- (e) the Supplier must promptly return any of the Authority's property provided under the Contract;
- (f) Intentionally omitted;
- (g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

- (a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
 - (i) the Authority must promptly pay all outstanding charges incurred to the Supplier;
 - (ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
 - (iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

- (a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:
 - (i) reject the variation;
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

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- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
 - (a) any indirect losses;
 - (b) loss of profits, special, consequential, or incidental damages, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
 - (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).
- 12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

- 13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
 - (a) comply with the Supplier Code of Conduct appearing at (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf);
 - (b) support the Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
 - (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
 - (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
- 13.2 The Supplier indemnifies the Authority against any direct costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.
- 13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32
- 13.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

14. Data protection

Intentionally Omitted/Not Applicable as TSI will not be receiving or processing Personal Data on behalf of the Authority.

15. What you must keep confidential

- 15.1 Each Party must:

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- (a) keep all Confidential Information it receives confidential and secure;
 - (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
 - (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
 - (c) if the information was given to it by a third party without obligation of confidentiality;
 - (d) if the information was in the public domain at the time of the disclosure;
 - (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
 - (f) to its auditors or for the purposes of regulatory requirements;
 - (g) on a confidential basis, to its professional advisers on a need-to-know basis;
 - (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must be subject to confidentiality duties or obligations that are no less restrictive than the terms and conditions of this Agreement.
- 15.4 The Authority may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Authority transfers or proposes to transfer all or any part of its business to;
 - (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament;
 - (e) under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.

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16.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.

16.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

17. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18. No other terms apply

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under clause 20.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

21. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

23.1 The Supplier cannot assign the Contract without the Authority's written consent, which shall not be unreasonably withheld.

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- 23.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Authority.
- 23.3 When the Authority uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.
- 23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 Intentionally Omitted.

24. Changing the contract

- 24.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Authority is not required to accept a variation request made by the Supplier.

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 25.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.
- 25.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Preventing fraud, bribery and corruption

- 26.1 The Supplier shall not:
- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
 - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.
- 26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:
- (a) terminate the Contract; or
 - (b) intentionally omitted.

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27. Equality, diversity and human rights

27.1 The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
- (b) intentionally omitted.

27.2 The Supplier must take all necessary steps to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

28. Health and safety

28.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable law regarding health and safety;
- (b) the Authority's current health and safety policy while at the Authority's premises, as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

29. Environment

29.1 When working on Site the Supplier must perform its obligations under the Authority's current Environmental Policy, which the Authority must provide.

29.2 The Supplier must ensure that Supplier Staff are aware of the Authority's Environmental Policy which the Authority must provide.

30. Tax

30.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
- (b) Intentionally Omitted.

30.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides reasonable information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails

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to provide the information requested by the Authority within the time specified by the Authority;

- (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
- (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management to the extent required by law.

31. Conflict of interest

- 31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract.
- 31.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.
- 31.3 The Authority can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

32. Reporting a breach of the contract

- 32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.
- 32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

33. Resolving disputes

- 33.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.
- 33.3 Unless the Authority refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - (a) determine the dispute;
 - (b) grant interim remedies;
 - (c) grant any other provisional or protective relief.
- 33.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the

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arbitration will be London and the proceedings will be in English.

33.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.

33.6 The Supplier cannot suspend the performance of the Contract during any dispute.

34. Business Continuity

34.1 Intentionally Omitted.

34.2 Throughout the term, the Supplier shall ensure its Business Continuity Plan provides continuity of the Services pursuant to the terms of this Contract during a Business Continuity Event.

34.3 Intentionally Omitted.

34.4 Intentionally Omitted.

34.5 During and following a Business Continuity Event, the Supplier shall continue to provide the Services in accordance with this Contract unless the Parties agree that the Supplier is unable to. in sufficient detail to ensure the continuity of Services is maintained throughout the term

35. Review Meetings

35.1 Intentionally Omitted.

35.2 Intentionally Omitted.

35.3 Intentionally Omitted.

35.4 The Authority will make a written record of all governance meetings and circulate it to all participants.

35.5 Intentionally Omitted.

36. Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.