



[Supplier name TBC]
[Supplier address TBC]

Attn: [TBC]

By email to: [TBC]

Date: [TBC]

Our ref: PS21164

Dear Sirs,

Award of contract for the supply of PS21164 - International Benchmarking of Health Innovation.

Following your tender/ proposal for the supply of Services to UKRI, we are pleased to award this contract to you.

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

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) [**Supplier TBC**], [a company incorporated and registered in [TBC] with company number [TBC] and registered VAT number [TBC] whose registered office is at [TBC] (the "**Supplier**").

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Schedule 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Contract.

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

Term

- 1 Commencement Date: [TBC]
- 2 Expiry Date: [TBC]

Description of Goods and/or Services

- 3 The Specification of the Services to be delivered is as set out in Schedule 2.
- 4 The Services shall be performed at Polaris House, North Star Avenue, Swindon, England, SN2 1FL.

Charges & Payment

- 5 The Charges for the Goods and/or Services shall be as set out in Schedule 3.

All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: finance@uksbs.co.uk.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back

to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to ***finance@uksbs.co.uk*** or by telephone 01273 204320 between 09:00-17:00 Monday to Friday.

Supplier's Limit of Liability

6 The Limit of Liability of the Supplier under this Contract shall be: 125% of the total Charges paid and payable to the Supplier under this Contract.

Notices

7 The address for notices of the Parties are:

UKRI	Supplier
Polaris House, North Star Avenue, Swindon, England, SN2 1FL	[<i>Supplier Address TBC</i>]
Attention: [TBC]	Attention: [<i>insert title</i>]
Email: commercial@ukri.org	Email: [<i>supplier email address TBC</i>]

Liaison

8 For general liaison your contact will continue to be [TBC] or, in their absence, [TBC].

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

Yours faithfully,

Signed for and on behalf of **UK Research and Innovation (UKRI)**

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

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

Signed for and on behalf of [**Supplier TBC**]

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

Schedule 1

Terms and Conditions of Contract for Goods and/or Services

1 INTERPRETATION

1.1 In these terms and conditions:

- "Award Letter" means the letter from UKRI to the Supplier printed above these terms and conditions;
- "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 Goods and/or Services as specified in the Award Letter;
- "Commencement Date" means the date for the start of the Contract as set out in the Award Letter;
- "Confidential Information" means:
- (a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;
 - (b) any information or analysis derived from the Confidential Information;
 - (c) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;
 - (d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;
 - (e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and
 - (f) any copy of any of the information described in (a), (b), (c), (d) or (e) above, which shall be deemed to become Confidential Information when it is made. For the purposes of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), (c), (d) or (e) above (howsoever made);

"Contract"	means the contract between (i) UKRI and (ii) the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Schedules;
"Data Protection Legislation"	means, for the periods for which they are in force, all laws giving effect or purporting to give effect to the GDPR, the Data Protection Act 2018, or otherwise relating to data protection, including the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;
"Data Subject"	shall have the same meaning as in the Data Protection Legislation;
"Date of Delivery"	means that date by which the Goods must be Delivered to UKRI, as specified in the Award Letter.
"Deliver"	means hand over the Goods to UKRI at the address and on the date specified in the Award Letter, which shall include unloading and any other specific arrangements agreed in accordance with Clause 6. Delivered and Delivery shall be construed accordingly.
"Disclosing Party"	means a Party that makes a disclosure of Confidential Information to another Party;
"EIR"	means the Environmental Information Regulations 2004 (or if applicable the Environmental Information Regulations (Scotland) 2004);
"Expiry Date"	means the date for expiry of the Contract as set out in the Award Letter;
"FOIA"	means the Freedom of Information Act 2000 (or if applicable the Freedom of Information (Scotland) Act 2002);
"GDPR"	means: <ul style="list-style-type: none"> (a) the General Data Protection Regulations (Regulation (EU) 2016/679); or (b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);
"Good Industry Practice"	means all relevant practices and professional standards that would be expected of a well-managed, expert service provider performing services substantially similar to the Services or substantially similar to the Goods provided to customers of a substantially similar size and nature as UKRI;
"Goods"	means the goods to be supplied by the Supplier to UKRI under the Contract;
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual Property Rights"	means: <ul style="list-style-type: none"> (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;

- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

"Limit of Liability"	means the limit of liability identified in the Award Letter;
"Party"	the Supplier or UKRI (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	means the personal data (as defined in the Data Protection Legislation) which relates to or originates from UKRI, or any of UKRI's employees, contractors or customers and which is processed by or on behalf of the Supplier under this Contract;
"Personal Data Breach"	shall have the meaning given in the Data Protection Legislation;
"Purchase Order Number"	means UKRI's unique number relating to the order for Goods and/or Services to be supplied by the Supplier to UKRI in accordance with the terms of the Contract;
"Receiving Party"	means a Party to which a disclosure of Confidential Information is made by another Party;
"Request for Information"	has the meaning set out in the FOIA or the EIR as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to UKRI under the Contract;
"Specification"	means the specification for the Goods and/or Services to be supplied by the Supplier to UKRI (including as to quantity, description and quality) as specified in the Award Letter;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by UKRI, UKRI's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Term"	means the period from the Commencement Date to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 and 31 December) when banks in London are open for business.

1.2 In these terms and conditions, unless the context otherwise requires:

- (a) references to numbered clauses are references to the relevant clause in these terms and conditions;
- (b) 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;

- (c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Contract;
- (d) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- (e) the word 'including' shall be understood as meaning 'including without limitation'.

2 BASIS OF CONTRACT

- 2.1 The Award Letter constitutes an offer by UKRI to purchase the Goods and/or Services subject to and in accordance with the terms and conditions of the Contract.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by UKRI of a copy of the Award Letter countersigned by the Supplier.

3 SUPPLY OF GOODS AND SERVICES

- 3.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall supply the Goods and/or Services to UKRI subject to and in accordance with the terms and conditions of the Contract.
- 3.2 In supplying the Goods and/or Services, the Supplier shall:
 - (a) co-operate with UKRI in all matters relating to the supply of Goods and/or Services and comply with all UKRI's instructions; and
 - (b) comply with all applicable laws.
- 3.3 The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes and guarantees that the Goods supplied under the Contract shall:
 - (a) be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
 - (c) conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;
 - (d) be free from design defects; and
 - (e) be fit for any purpose held out by the Supplier or made known to the Supplier by UKRI expressly or by implication, and in this respect UKRI relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by UKRI of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 3.3.
- 3.4 In supplying the Services, the Supplier shall:
 - (a) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;

- (b) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (c) ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- (d) not do or allow anything to be done that would, or would be likely to, bring UKRI into disrepute or adversely affect its reputation in any way; and
- (e) provide all equipment, tools and vehicles and other items as are required to provide the Services.

4 TERM

- 4.1 The Contract shall take effect on the date specified in the Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with the provisions of the Award Letter or terminated early in accordance with the terms and conditions of the Contract.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Goods and/or Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or Services. Unless otherwise agreed in writing by UKRI, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods and/or performance of the Service.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. UKRI shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods and/or Services.
- 5.3 The Supplier shall invoice UKRI as specified in the Contract. Each invoice shall include such supporting information required by UKRI to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods and/or Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Goods and/or Services by the Supplier, UKRI shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. UKRI may, without prejudice to any other rights and remedies under the Contract, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 5.4 after a reasonable time has passed (which shall be no less than 14 calendar days).
- 5.6 If there is a dispute between the Parties as to the amount invoiced, UKRI may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 18.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 21.
- 5.7 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
 - (a) provisions having the same effects as clauses 5.3 to 5.6 (inclusive) of this Contract; and

- (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as clauses 5.3 to 5.7 (inclusive) of this Contract.
 - (c) In this clause 5.7, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from UKRI in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
- 5.8 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Contract or under any other agreement or contract with UKRI. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part.
- 6 DELIVERY**
- 6.1 The Supplier shall Deliver the Goods to UKRI on or by the Date of Delivery. Unless otherwise agreed in writing by UKRI, Delivery shall be on the date and to the address specified in the Award Letter. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and UKRI has signed for the Delivery.
- 6.2 Any access to UKRI's premises and any labour and equipment that may be provided by UKRI in connection with Delivery of the Goods shall be provided without acceptance by UKRI of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss or damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of UKRI or its servant or agent. The Supplier shall indemnify UKRI in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which UKRI may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.
- 6.3 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.
- 6.4 Unless otherwise stipulated by UKRI in the Award Letter, Deliveries shall only be accepted by UKRI on Working Days and during normal business hours.
- 6.5 Where (i) the Supplier fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of clause 3, then without limiting any of its other rights or remedies implied by statute or common law, UKRI shall be entitled:
- (a) to terminate the Contract;
 - (b) to require the Supplier, free of charge, to deliver substitute Goods within the timescales specified by UKRI;
 - (c) to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the Charges of the rejected Goods (if paid);
 - (d) to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and UKRI shall be entitled to a full refund on those Goods or part of Goods duly returned;

- (e) to buy the same or similar Goods from another supplier; and
- (f) to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

7 **PROPERTY AND GUARANTEE OF TITLE**

7.1 Without prejudice to any other rights or remedies of UKRI, title and risk in the Goods shall pass to UKRI when Delivery of the Goods is complete (including off-loading and stacking).

7.2 The Supplier warrants that:

- (a) it has full clear and unencumbered title to all the Goods;
- (b) at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to UKRI; and
- (c) on Delivery UKRI shall acquire a valid and unencumbered title to the Goods.

8 **STAFF**

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

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

and the Supplier shall comply with any such notice.

8.2 The Supplier shall:

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

9 **TUPE**

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

10 **ASSIGNMENT AND SUB-CONTRACTING**

- 10.1 The Supplier shall not without the written consent of UKRI assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the Contract. UKRI may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 10.2 Where UKRI has consented to the placing of sub-contracts, the Supplier shall, at the request of UKRI, send copies of each sub-contract, to UKRI as soon as is reasonably practicable.
- 10.3 UKRI may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

11 **INTELLECTUAL PROPERTY AND INDEMNITY**

- 11.1 All Intellectual Property Rights in any materials provided by UKRI to the Supplier for the purposes of this Contract shall remain the property of UKRI but UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.
- 11.2 The ownership of all Intellectual Property Rights in any materials created or developed by the Supplier pursuant to the Contract or arising as a result of the provision of the Goods and/or Services shall vest in UKRI. If, and to the extent, that the ownership of any Intellectual Property Rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns ownership of such Intellectual Property Rights to UKRI by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).
- 11.3 UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use any Intellectual Property Rights in the materials created or developed by the Supplier pursuant to the Contract and any Intellectual Property Rights arising as a result of the provision of the Goods and/or Services as required until termination or expiry of this Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract
- 11.4 Without prejudice to clause 11.2, the Supplier hereby grants UKRI a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights vested in or licensed to the Supplier on the date of the Contract or during the Term to the extent not falling within clause 11.2 including any modifications to or derivative versions of any such Intellectual Property Rights, which UKRI reasonably requires in order to exercise its rights and take the benefit of the Contract including the Goods and/or Services provided.
- 11.5 The Supplier shall indemnify, and keep indemnified, UKRI in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by UKRI as a result of or in connection with any claim made against UKRI for actual or alleged infringement of a third party's intellectual property arising out of, or in

connection with, the supply or use of the Goods and/or Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

- 11.6 UKRI shall promptly notify the Supplier of any infringement claim made against it relating to any Goods and, subject to any statutory obligation requiring UKRI to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. UKRI shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

12 **RECORDS**

- 12.1 If required by UKRI, the Supplier shall:

- (a) attend progress meetings with UKRI at the frequency and times specified by UKRI and shall ensure that its representatives are suitably qualified to attend such meetings; and
- (b) submit progress reports to UKRI at the times and in the format specified by UKRI.

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

13 **CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY**

- 13.1 Subject to clause 13.2, each Party shall:

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

- 13.2 Notwithstanding clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:

- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
- (b) to its auditors or for the purposes of regulatory requirements;
- (c) on a confidential basis, to its professional advisers;
- (d) to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- (e) where the Receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 13.2(e) shall observe the Supplier's confidentiality obligations under the Contract; and
- (f) where the Receiving Party is UKRI:

- (i) on a confidential basis to the employees, agents, consultants and contractors of UKRI;
- (ii) on a confidential basis to any Central Government Body, any successor body to a Central Government Body or any company to which UKRI transfers or proposes to transfer all or any part of its business;
- (iii) to the extent that UKRI (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (iv) in accordance with clause 14.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on UKRI under this clause 13.

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

13.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Contract or any part of the Contract in any way, except with the prior written consent of UKRI.

14 FREEDOM OF INFORMATION

14.1 The Supplier acknowledges that UKRI is subject to the requirements of the FOIA and the EIR and shall:

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

14.2 The Supplier acknowledges that UKRI may be required under the FOIA and the EIR to disclose Information concerning the Supplier or the Goods and/or Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier.

14.3 Notwithstanding any other provision in the Contract, UKRI shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Goods is exempt from disclosure in accordance with the FOIA and/or the EIR.

15 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

- 15.1 In this Clause 15, the terms, "processes", "data controller" and "data processor" shall have the same meanings given to them under Data Protection Legislation.
- 15.2 The Parties acknowledge that for the purposes of Data Protection Legislation, UKRI is the data controller and the Supplier is the data processor of any Personal Data.
- 15.3 The Supplier shall and shall procure that its staff and sub-contractors shall comply with all Data Protection Legislation in relation to any Personal Data processed.
- 15.4 Without limiting Clauses 15.2 and 15.3, the Supplier shall at all times (and shall ensure that at all times its staff):
- (a) process Personal Data only in accordance with the documented instructions received from UKRI and during the Term of this Contract. The Supplier shall immediately inform UKRI if, in the Supplier's opinion, an instruction from UKRI infringes the Data Protection Legislation or any other applicable law;
 - (b) ensure that any person to whom it provides the Personal Data is subject to appropriate confidentiality obligations;
 - (c) disclose any Personal Data only on a need to know basis to staff directly concerned with the provision of the Goods and/or Services;
 - (d) not transfer or direct the transfer of any Personal Data to any third party or process or direct the processing of Personal Data outside of the European Economic Area in each case without UKRI's prior written consent (which consent may be subject to conditions as directed by UKRI);
 - (e) keep all Personal Data confidential, and have in place now and shall on a continuing basis take all reasonable appropriate technical and organisational measures to keep all Personal Data confidential and secure and to protect against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access;
 - (f) upon request by UKRI, promptly do such other acts in relation to the Personal Data, or any part thereof, as UKRI shall request to enable UKRI to comply with its obligations under the Data Protection Legislation;
 - (g) notify UKRI promptly (and at least within 24 hours) if it receives a request from a Data Subject or a complaint relating to a Data Subject and promptly provide UKRI with all such data, information, cooperation and assistance as is required by UKRI in order to respond to and resolve the request or complaint within any applicable time frames;
 - (h) provide such information and allow for and contribute to audits, including inspections, conducted by UKRI or an auditor mandated by UKRI, as is reasonably necessary to enable UKRI to satisfy itself of the Supplier's compliance with this Clause 15 and the Data Protection Legislation
 - (i) on termination or expiry of this Contract, and at any other time on UKRI's request, either return or destroy (as elected by UKRI) the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation; and
 - (j) notify UKRI without undue delay on becoming aware of any Personal Data Breach and promptly following notification, provide such data, information and assistance as is required by UKRI in order for UKRI to notify the Personal Data Breach to the

Information Commissioner and/or Data Subject(s) and otherwise fulfil its obligations under Data Protection Legislation.

16 LIABILITY

- 16.1 UKRI shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by UKRI if and to the extent that it is caused by the negligence or wilful misconduct of UKRI or by breach by UKRI of its obligations under the Contract.
- 16.2 Subject always to clause 16.5 and 16.6 in no event shall either Party be liable to the other Party for any:
- (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.
- 16.3 Subject always to clause 16.5 and 16.6, the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or perform the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability.
- 16.4 Subject to clause 16.5, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the Charges.
- 16.5 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
- (a) death or personal injury caused by its negligence or that of its Staff;
 - (b) fraud or fraudulent misrepresentation by it or that of its Staff;
 - (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any other matter which, by law, may not be excluded or limited.
- 16.6 The Supplier's liability under the indemnities in clauses 11.5, 15 and 20.3 shall be unlimited.
- 16.7 The Supplier shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of this Contract. On request from UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.

17 **FORCE MAJEURE**

Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Contract by written notice to the other Party.

18 **TERMINATION**

18.1 UKRI may terminate the Contract in whole or in part at any time before the Goods and/or Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue the provision of the Goods and/or Services (in whole or in part as applicable). UKRI shall pay to the Supplier:

- (a) such Charges or that part of the Charges for Goods which have been Delivered to UKRI or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund; and/or
- (b) such Charges or that part of the Charges for Services provided and a fair and reasonable portion of the Charges for work-in-progress in performing the Services at the time of termination,

but UKRI shall not be liable for any loss of anticipated profits or any consequential loss and the Supplier shall have a duty to mitigate its costs and shall on request provide proof of work-in-progress claimed.

18.2 UKRI may terminate the Contract at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Contract is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

18.3 Without prejudice to any other right or remedy it might have, UKRI may terminate the Contract by written notice to the Supplier with immediate effect if the Supplier:

- (a) (without prejudice to clause 18.3(e)), is in material breach of any obligation under the Contract which is not capable of remedy;
- (b) repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- (c) 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;
- (d) undergoes a change of control within the meaning of section 1124 of the Corporation Tax 2010, unless UKRI has given its prior written consent to the change of control or does not raise an objection within 6 months of the Supplier's written notice to UKRI that a change of control has occurred;
- (e) breaches the provisions of clauses 8.2, 13, 14, 15 and 19;
- (f) becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation

or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 18.3) in consequence of debt in any jurisdiction; or

- (g) fails to comply with legal obligations in the fields of environmental, social or labour law.
- 18.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 18.3(d) or any potential such change of control.
- 18.5 In addition to the Supplier's statutory rights, the Supplier may terminate the Contract by written notice to UKRI if UKRI has not paid any undisputed invoice within 90 days of it falling due.
- 18.6 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under clauses 2, 3.2, 3.3, 8, 11, 12.1, 13, 14, 15, 16, 18.7, 19.4, 20.3, 21 and 22.9 and any other term or condition of the Contract that either expressly or by implication has effect after termination.
- 18.7 Upon termination or expiry of the Contract, the Supplier shall:
- (a) give all reasonable assistance to UKRI and any incoming supplier of Goods and/or Services; and
 - (b) return all requested documents, information and data to UKRI as soon as reasonably practicable.
- 19 **COMPLIANCE**
- 19.1 The Supplier shall promptly notify UKRI of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. UKRI shall promptly notify the Supplier of any health and safety hazards which may exist or arise at UKRI's premises and which may affect the Supplier in the performance of its obligations under the Contract.
- 19.2 The Supplier shall:
- (a) comply with the reasonable requirements of UKRI's security arrangements;
 - (b) comply with all UKRI's health and safety measures;
 - (c) notify UKRI immediately in the event of any incident occurring in the performance of its obligations under the Contract on UKRI's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
 - (d) perform its obligations under the Contract in accordance with all applicable equality law and UKRI's equality and diversity policy as provided to the Supplier from time to time;
 - (e) take all reasonable steps to secure the observance of clause 19.2(d) by all Staff; and
 - (f) supply the Goods and any packaging in accordance with UKRI's environmental policy as provided from time to time.

19.3 The Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Award Letter, any statutory requirements and any requirements of the carriers. All packaging materials shall be considered non-returnable. The Supplier shall indemnify UKRI against all actions, suits, claims, demands, losses, charges, costs and expenses which UKRI may suffer or incur as a result of, or in connection with, any breach of this clause 19.3.

19.4 If notified by UKRI, the Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

20 PREVENTION OF FRAUD AND CORRUPTION

20.1 The Supplier shall not offer, give, or agree to give anything, to any person 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 for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

20.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify UKRI immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

20.3 If the Supplier or the Staff engages in conduct prohibited by clause 20.1 or commits fraud in relation to the Contract or any other contract with the Crown (including UKRI) UKRI may:

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by UKRI resulting from the termination, including the cost reasonably incurred by UKRI of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by UKRI throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by UKRI in consequence of any breach of this clause.

21 DISPUTE RESOLUTION

21.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

21.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 21.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

21.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

22 GENERAL

22.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform

its obligations under the Contract, and that the Contract is executed by its duly authorised representative.

- 22.2 The Supplier warrants and represents that during the Term it shall not accept work from other sources that will in any way impair or affect its ability to provide the Goods and/or Services and comply with the terms of this Contract.
- 22.3 The Supplier must make sure that neither it nor any of its Staff or sub-contractors are placed in a position where there is or may be an actual conflict, or a potential conflict, between their interests or the interests of its Staff or sub-contractors and the Supplier's obligations under this Contract. You must disclose to us the particulars of any conflict of interest that arises.
- 22.4 A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him or her, without the prior written agreement of the Parties.
- 22.5 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 22.6 The Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause 22.6 shall exclude liability for fraud or fraudulent misrepresentation.
- 22.7 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 22.8 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 22.9 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 22.10 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

23 NOTICES

- 23.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 23.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 23.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur

on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

- 23.3 Notices under clauses 17 and 18 may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 23.1.

24 **GOVERNING LAW AND JURISDICTION**

- 24.1 The validity, construction and performance of the Contract, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Schedule 2

Specifications

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

Background

Innovate UK (IUK) is part of UK Research and Innovation (UKRI), a non-departmental public body funded by a grant-in-aid from the UK government.

IUK drives productivity and economic growth by supporting businesses to develop and realise the potential of new ideas, including those from the UK's world-class research base. With a strong business focus, IUK drives growth by working with companies to de-risk, enable and support innovation.

IUK connects businesses to the partners, customers and investors that can help them turn ideas into commercially successful products and services and business growth.

IUK funds business and research collaborations to accelerate innovation and drive business investment into research and development.

IUK supports UK businesses to go global in activities that will help their growth and may also help solve global challenges in partnership with other countries. Further details are provided in the 'Background: Innovate UK Global Activities' section below.

Drivers for UK companies to go global include:

- validating technology on a global stage
- access to global value chains
- access to customers, partners, and skills
- reducing risk through co-investments (and encouraging foreign direct investment)
- accelerating the time to market
- benchmarking competitors and adopting technology capability
- influencing standards and legislation
- contributing to global challenges

Given the pace of change in technological developments and global competition, strategic international collaborations in the health innovation sector are more vital than ever in order for the UK to strengthen its global position.

The International Benchmarking – Health Innovation study will contribute to the new UK Innovation Strategy¹ published on 22 July 2021 which “sets out the government’s vision to make the UK a global hub for innovation by 2035”. It states that “to deliver on our Global Britain vision and become an international leader in innovation we must create products and services that are successful in international markets, that provide solutions to the great challenges the world faces, and that promote our values. This international aspect is central to the entirety of this Strategy.” The UK government “has an overarching goal of making the UK a global hub for innovation, placing innovation at the centre of everything this nation does.” The strategy also highlights the UK will contribute globally to help solve the world's biggest challenges, and that “the biggest challenges are often global in nature, requiring international collaboration to really make a difference.”

In addition, the International Benchmarking study will build on the UK Life Sciences Vision² published on 6 July 2021 which sets out the UK's vision for “helping to regain our status as a Science Superpower by making our United Kingdom the leading global hub for Life Sciences.” This benchmarking study also aligns with UKRI's vision “to be an outstanding organisation that ensures the UK maintains its world leading position in research and innovation”.

¹ <https://www.gov.uk/government/news/new-plans-to-put-uk-at-front-of-global-innovation-race>

² <https://www.gov.uk/government/publications/life-sciences-vision>

The motivation for this international health benchmarking study is to provide the UK with deeper insights into key health innovation domains where international collaborations have the potential to unlock significant and strategic value capture opportunities.

There are several health innovation sectors with strong potential for increased international collaboration and the proposed study will identify and prioritise potential opportunities, and seek to better understand the challenges and opportunities for international collaboration.

The prioritised domains will be mapped against countries' expertise and their potential for high impact international collaborations. This study will also consider the demands facing the future health innovation workforce, especially the skills that industry will need in order to sustain competitive advantage.

The study will provide evidence to feed into future IUK international strategy for health innovation and will inform the development of future collaborations and funding competitions.

Aims and Objectives of the Project

Aims

- To understand health innovation priorities of key countries/geographies, their key investments, infrastructures and policies. To understand the healthcare systems as well as innovation capacity/capability, market size and any regulatory constraints. To identify key strengths/areas for development and unique country circumstances and opportunities.
- To benchmark important health innovation areas within the UK and with other key countries/geographies.
- To identify, understand and prioritise potential strategic opportunities for international collaboration (and inward investment) in health innovation in order to strengthen national innovation and competitiveness, complement ongoing activity in the UK and drive UK innovations to market more quickly.
- To provide evidence to steer the development of strategic government and institutional level international partnerships for deep and long-term innovation collaboration.
- To provide evidence to support the business case to secure funding for future IUK international health innovation activities and attract inward investment.
- To produce a full report for IUK of the analysis and recommendations.

Approach

Innovate UK wants to better understand the challenges and opportunities for international collaboration in health innovation, by using a SWOT analysis and benchmarking how the UK compares to leading nations.

For key countries/geographies, the study should identify and analyse national (and for large countries where appropriate also regional/provincial) health innovation and funding policies, priorities and investments. It should also list major health innovation funders, their priorities and investments, and their key international funding/collaboration mechanisms and opportunities for collaboration. If appropriate, it should also examine a range of quantitative indicators and international comparators related to health innovation. The study should also look at the healthcare system in other countries, healthcare market size and opportunities for collaboration (noting some markets are very small but very innovative, so are also of interest).

Taking these insights into account, the report should provide a list of recommended priority international collaboration/funding interventions (e.g. Innovation Missions, bi/multilateral funding for innovation projects) that would most benefit the UK health innovation sector, along with the objectives of each recommended intervention. Examples of international collaboration and funding mechanisms are provided in the section 'Background on Innovate UK Global Activities'. For each proposed intervention the report should specify the country and health innovation area along with evidence to support the business case for Innovate UK investment/funding.

Objectives

Note: Some sentences are marked as optional/desirable – these tasks are desirable but not essential. It would be advantageous for the bidder to undertake these tasks. Please clearly state in your application which of these optional/desirable tasks you would undertake. We envisage most suppliers would be able to address many if not all of the desirable sections.

All other objectives and tasks not marked optional/desirable are required as a minimum.

1. **Develop and agree a project plan** including objectives and milestones, methodology, and outline structure for the key elements of the report.

2. **Clearly define the Health innovation sectors** that will be covered and agree with Innovate UK the scope of what should be included and excluded within these. These will be confirmed with the successful contractor, but IUK envisage these will be the areas listed in the 'Health Innovation areas of interest' section below.

3. **Discussions with key internal IUK/UKRI stakeholders to be suggested by IUK** (for example the Market Insight team, Innovation Leads, ISCF Team, Global Team, possibly the UKRI International Team, and the relevant catapults) at the start of the project, to ensure understanding of the healthcare innovation sectors specified, international activity to date, any existing documents/analysis, any existing relationships and information (for example feedback on 'ease of doing business'), if there is sector specific information they would like gathered if possible as part of this project and if they have any countries they would like to be particularly analysed for their innovation area.
Optional: external stakeholders could be consulted.
 Information on likely internal and external stakeholders is provided in the section 'Stakeholder overview' below.

4. Undertake a desktop literature review and market analysis (informed and validated by discussions with internal IUK/UKRI stakeholders and Catapults) to:
 - **Carry out a SWOT analysis to understand the UK's global competitive position in the agreed 'Health Innovation areas of interest'.** What is the UK strong at and how can we build on these globally? Where are the UK's major weaknesses/threats (that internationalisation could address, for example through collaboration or Foreign Direct Investment)? Are there gaps (for example in the UK supply chain/knowledge/expertise/infrastructure)? Are there skills gaps that need addressing? What does the UK need to do to be ready for the next 10-15 years? What are the key trends and dynamics?
 - **Desirable:** Review any key international health innovation strategies, technology roadmaps and policies, including in the agreed 'Health Innovation areas of interest'.

5. **To analyse a list of ~25 countries/geographies provided by IUK**, this will be confirmed by IUK, but is likely to be:
 - Africa: South Africa
 - Asia: China*, India, Japan, Singapore, South Korea, Taiwan
 - Europe: Denmark, France, Finland, Germany, Ireland, Israel, Italy, the Netherlands, Norway, Spain, Sweden, Switzerland, UK
 - European Union**

- North America: Canada, US*
- Oceania: Australia*, New Zealand
- South America: Brazil

*For the US and China, please consider key areas within the country. For example, innovation or venture capital/investment strengths in the US in Boston, San Francisco, and Texas. For China the contractor may wish to identify (or ask IUK to specify) the top ~5 provinces of interest for health innovation. For Australia the contractor may want to consider key states (for example New South Wales, South Australia, and Queensland) in addition to any national information.

** EU as a whole, for example highlight any relevant major Horizon Europe-related funding such as Partnerships and Missions. Further guidance/information can be provided by IUK.

- Provide a **country/geography profile** for all of the above countries/geographies, to include quantitative and qualitative information:
 - **Level of public and private investment** in research, development and innovation – for all areas, and for health innovation? As % of GDP? Gross domestic expenditure on R&D (GERD)?
 - **National health innovation landscape:** Who are the key organisations (government departments, innovation agencies/funders, national capacity, key companies, key research and technology centres) in each country/geography? What are the similar organisations to IUK in the other countries, and what is their role supporting health innovation and openness to international collaboration? To what extent do they engage in regional/international collaborations/partnerships? What kinds of companies do the countries have in the given ‘Health Innovation areas of interest’? Is innovation concentrated in large companies and/or are there lots of active small microsystems/businesses? What is the health innovation capacity within industry? For example, are there major company research, development and innovation centres? Are there similar organisations to the UK Catapults? How many high growth businesses are there? What is the access to finance like in each country in the health area, and what is the VC landscape like? How do most overseas companies in the ‘Health Innovation areas of interest’ operate in the country? Do they set up subsidiaries, joint ventures for example? What is the approach to intellectual property? And to regulatory constraints? (Similar/different/more progressive than the UK?). Are there any tax arrangements/benefits to working with the country/geography on innovation/manufacturing that might inform UK policy?
 - **National health innovation priorities and initiatives:** Are there any key health innovation strategies/roadmaps/reports that the country/organisations have produced? What are the government/innovation agency/key organisation’s overall health innovation priorities/strategies and support for different areas of healthcare? Is there any evidence of ongoing or planned government/organisational programmes or strategies? Which have

available funding nationally, and to work internationally? Who is implementing the health innovation strategies? And what is the time period for any strategies? Where have they focussed in the past and how much has been spent, what are priorities and spending aims for the future? Have these countries/organisations identified the 'Health Innovation areas of interest' section as priorities? Are these also strengths in the country concerned? Or have they been identified any health innovation challenges and problems they wish to overcome, for example where international collaboration/expertise would help? What are the key initiatives and programmes? Is the country a top UK partner for patent applications?

Desirable: Are there also related priorities such as EDI (equity, diversity and inclusion) and net-zero which are not directly healthcare, but where healthcare plays a role.

- **National health research strength and priorities:** Only a high-level overview is required. What key institutes/universities do they have doing health research/innovation, with how many students? How do they interact with industry? Please note that we are not seeking to analyse research, but assessing any key company facing institutes/universities would be useful. Where does the country rank in terms of being an international partner for UK publications (in health innovation)? Where does the country rank in terms of quality health research publications?

- **Healthcare systems (and metrics):** What are the healthcare systems in each country? For example, are they similar to the UK NHS system (so with a driver to reduce costs) or closer to the US insurance model? It would also be useful to know the level of spending on healthcare systems, and the trend for this – for example any planned major investments or increases. What is the level of digitisation in the healthcare space?

Desirable: It would be good to look beyond the 'state' healthcare system to look at areas such as consumer healthcare and social care spending so we think of healthcare in the widest sense, including digital health. How connected are the (digital) healthcare systems and pipelines? What is the level of interoperability between different data? What is the structure for recruiting people into clinical trials?

- **Healthcare market (and metrics):** What is the size of the healthcare market for each country (and receptiveness to overseas products in local markets)? How has this been changing over time – what is the growth rate? This can help understand if they are good country to sell to (noting we may work with one country to develop innovations, and sell to another market). What metrics for success can be used in addition to CAGR (for example collaboration, jobs created etc). UKRI also note that some markets may be small but very innovative, so may also be of interest.

- **International collaborations:** How easy is it to find a partner organisation for IUK/UKRI to arrange innovation programmes with? What instruments/methods are available for international innovation collaboration? (Optional: Are there key R&I collaboration agreements, including relating to health and/or innovation? This is not essential though, since new collaboration agreements can be established if necessary). Are there are health innovation and health trade relationships with the UK? Is the country a major UK trade partner and what is the scale of trade? As an export partner? As an import partner? **Desirable:** Is the country involved in international health innovation training initiatives and collaborations?
- **Benchmarking**
 - **Suggest to and agree with IUK appropriate metrics for scoring, ranking and benchmarking the UK against its peers for the countries/geographies specified above and 'Health Innovation areas of interest' listed below.** The proposed qualitative and quantitative information/metrics and approach should take into account where possible the interests of the internal stakeholders. We want to understand which countries are leading and/or on a rapid trajectory to become leading and why? Are there countries which have novel ideas and ways of working?
 - **If not feasible to benchmark all areas listed in the 'Health Innovation areas of interest' for all ~25 countries/geographies of interest, propose a longlist of the country and innovation areas combinations** (for example Medicines Manufacturing in Canada) **for which full quantitative and qualitative benchmarking information will be provided and prioritised/scored.** The longlisting suggestions should be evidence-based and will be sanity checked with internal stakeholders. The longlist length can be discussed and agreed with IUK, but is likely to be around 40-50 opportunities (country and innovation area combinations).
 - **Carry out the above benchmarking analysis.**
- 6. **Other than the countries/geographies listed above, investigate and provide an evidenced list of up to ~2 to 5 countries/geographies** are most significantly increasing their health innovation/healthcare system investments, for example emerging economies who are rapidly changing their healthcare systems or whose investment is rapidly growing. We envisage that this will not require a significant amount of extra work and should be possible using data sources being consulted anyway whilst carrying out tasks listed under points 4 and 5 above.
Desirable: Provide a basic country summary for these countries/geographies.
Optional: Please note that full benchmarking and analysis of the/some innovation areas in these countries/geographies is not essential and is optional.
- 7. **Bringing together the outputs and insights from the previous objectives. For each 'Health Innovation area of interest' highlight and rank the most promising ~5 countries to work with.**

Identify a shortlist (~10-20 max tbc) which ‘country + subsector’ combinations could be good candidates for joint activity with the UK, which would be beneficial to both countries (‘win-win’, where both parties would bring something to the table and both countries would benefit from the proposed collaboration). Which countries would make good collaborators (for example have areas of complementary expertise/facilities/capabilities where collaboration would be mutually beneficial) and who would be the main competitors? What makes a win-win situation? What risks/pitfalls should be avoided? Which funders/organisations are key to work with? What would the benefits be?

Desirable: What type of interventions would be most beneficial based on impact to UK innovators? What would the benefits be? Every country and innovation area is different and so what works in one place might not work in another and, therefore, tailored suggestions might be needed. Examples of existing collaboration/funding mechanisms are provided in the section ‘Background: Innovate UK Global Activities’.

Proposed interventions could include:

- Future Outward (or Inward) Innovation Missions (see the ‘(10) Background: Innovate UK Global Activities’ section below for background)
- Enabling UK companies to build contacts internationally
- Enabling UK companies to address innovation challenges in other countries/geographies
- Bi/Multilateral funding for innovation projects/programmes, for example bespoke bi/multi-lateral competitions or through schemes such as Eureka
- Enabling the UK/UK companies to attract inward investment
- Investor partnerships
- Activities to address demands facing the future health innovation workforce, especially the skills that industry will need in order to sustain competitive advantage
- Feeding into international standards and guidance development.
- Enabling UK companies to access international markets (although this is primarily a role for the Department of International Trade (DIT))

8. **Propose ranking, scoring and prioritisation of the opportunities identified above.** The methodology for this should be discussed and agreed with IUK before this step is carried out. The results should be validated with internal stakeholders and the project steering group.

9. **Produce a final written report and presentation** (with IUK branding and logo, acknowledging the contractor who the report was prepared by). The draft structure and content should be agreed in advance, and draft iterations of the report shared with IUK for comment and feedback.

- This full report will be used primarily by IUK to inform future investment and interventions in the international health innovation. The report may also be shared with other Government agencies (for example BEIS and DHSC), departments and industry bodies. It is not envisaged that the full report will be made public. It should cover key findings and clearly evidenced recommendations for future action, showing the methodology

and sources used. *If a separate public version of the report is required, a small additional amount of money may be available for this separately later.*

Health innovation areas of interest:

These will be discussed and confirmed with the successful contractor, but IUK envisage the scope will be the health innovation areas of interest to IUK are likely to be the 21 areas indicated by the bullet points below, which we have grouped into 10 broader areas.

1. Self-Driven Healthcare and Wearable Technology
 - Consumer Health, Self-Care
 - Self-driven Healthcare
 - Wearable Tech (for Health and Care, for prevention)
 - Smart Textiles (e.g., to monitor health, regulate temperature).
2. Diagnostics and targeted therapies/precision medicine
 - Community diagnostic, healthcare and Artificial Intelligence (AI)
 - Prevention, early diagnosis and improved treatment
 - Innovation for Management of Multimorbidities
 - Diagnostics Innovation and Development Capacity
3. Child Healthcare, Physical and Mental
 - Child Health Innovation (for Physical and Mental Health)
 - Mental Health Innovations for young people (13-25) and adults of all ages (including collaborations with the creative industry, and digital mental healthcare)
4. Healthy Longevity
 - Health Longevity Sector Growth
 - Personal Health Resilience (Translating work linking biological mechanisms of ageing and health behaviours into innovations that enhance healthy life expectancy)
 - Healthy Longevity Innovation (including for the poorest communities and for people living with cognitive impairment)
5. Nutrition for Healthy Nation
 - Enhancing food quality
6. Neurotechnology
 - Neurotechnology
7. Bio-innovation
 - Bio-innovation in Healthcare
8. Pandemics
 - Pandemic Preparedness Innovation (including Anti-Microbial Resistance (AMR))
 - Advanced Vaccines Formulation
9. Medicines
 - Transforming Medicines Manufacturing

- Complex Medicines Innovation
- Use of genomics and data in drug discovery

Where relevant the seven technology families listed on page 100 of the government's Innovation Strategy³ should be considered for example bioinformatics and genomics. Digital Health should also be considered where relevant.

Stakeholder overview

IUK/UKRI internal stakeholders are likely to include:

Innovate UK

- IUK Health and Life Sciences Team
- IUK Market Insights and Horizon Scanning Team
- IUK Global Team
- ISCF Medicines Manufacturing Team
- ISCF Healthy Ageing Team
- ISCF Accelerating Detection of Disease Team
- ISCF Audience of the Future Team
- IUK Artificial intelligence and Digital Economy (AIDE) Team

UKRI

- UKRI Central International Team
- UKRI Overseas Offices (North America, India, China, Brussels)
- MRC / Other Research Councils

Catapults, including

- Cell and Gene Therapy
- Medicines Discovery

Contact details for the above stakeholders will be provided to the suppliers.

External stakeholders (desirable but not essential): Potentially other government departments and organisations may be consulted, such as BEIS, DHSC, OLS, SIN (the Science and Innovation Network), DIT, NIHR Innovation Observatory, BioCity and MedCity, and relevant trade bodies. If it is not possible to arrange meetings with these within the timescale and budget for this contract, then other formats may be considered such as gathering written responses to questions and/or collating and using information from existing information sources published by the external stakeholders.

Background on Innovate UK global activities

Within the context of the UK achieving 2.4% Research and Innovation investment, Innovate UK recognises that 95% of global R&D and innovation is conducted outside the UK.

Innovative companies which internationalise grow faster and are more resilient. Currently less than 11% of UK businesses export and business R&D performance is more concentrated in foreign owned firms.

Global R&D investment has increased 87% since 2000 – with significant increases in countries such as China and South Korea. This has resulted in increased competition, but also an increase in the pool of potential collaboration partners.

Global innovation networks and trade value chains are closely connected – an existing trade relationship increases the chances of finding an innovation partner.

There are various health innovation sectors with strong potential for increased international collaboration and we have a strong track record.

Innovate UK supports innovative UK businesses grow and scale globally, helping them access knowledge and expertise in other countries, develop new partnerships and

³

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1009577/uk-innovation-strategy.pdf

explore international innovation opportunities, that contribute to their growth and may – at a later stage - also lead to export wins, attract inward investment, or contribute to help solve global challenges in partnership with other countries.

Through the international programmes that we offer, we help businesses:

- build their knowledge about other countries through the insight we provide
- build relationships with businesses, research organisations, investors, and governments in other countries
- collaborate with international partners and innovate together
- participate and receive funding from Horizon Europe - the EU's EUR 95.5 bn transnational research and innovation programme which runs from 2021-2027, including €8.3 bn for the Health theme (UK based organisations are eligible for Horizon Europe funding)
- explore innovation opportunities and future market potential.

For example, Innovate UK funds:

- **Global Scoping Workshops** which bring together in workshops businesses, research organisations and other stakeholders in a specific technology and sector area to help identify countries offering the best prospects of partnership and collaboration with the UK.
- **Global Expert Missions (GEMs)** to gather and disseminate knowledge and insight about innovation opportunities in specific technologies and sectors in other countries. Delivered by the KTN on behalf of Innovate UK, the detailed reports published provide a rich source of insight and highlight specific opportunities. KTN reports⁴ from previous GEMs are available online, including Advanced Therapies (Canada), Precision Medicine and Vaccines (China), Healthy Ageing (China), AMR (Germany), Precision Medicine (Israel), Digital Health and MedTech (South Korea and Japan) and Digital Health (Texas, US). As at mid-2021 potential future GEMs include a further Advanced Therapies Mission to Canada (Ottawa and Montreal).
- Innovate UK also organised for the first time an '**Inward Mission**' on AMR⁵. A virtual event in Spring 2021 brought together over 400 delegates from 64 countries, including SMEs and academia. As well as a series of presentations there were also over 200 individual 1:1 matchmaking meetings. A follow-up physical Mission on AMR is planned for ~Spring 2022. It is envisaged that inward missions become an integral part of the IUK suite of international activities.
- **Global Business Innovation Programmes (GBIPs)** helps high-growth innovative UK businesses explore and exploit the collaboration, growth and innovation opportunities offered through working globally. Understanding the needs of a different market and building collaborations and partnerships can be a barrier to businesses expanding globally. This programme helps businesses to familiarise themselves with and build partnerships and connections in their target country to maximise their chances of success. It does this by providing a programme of support to help businesses to meet their specific business goals as they scale up. Each Global Business Innovation Programme lasts 9-12 months

⁴ <https://ktn-uk.org/news/global-expert-mission-reports>

⁵ <https://www.amr-insights.eu/amr-innovation-mission-uk-2021/virtual-mission-may-2021>

and supports cohorts of 15 businesses: prepare for the market; visit the market; and exploit the opportunity. GBIPs are run on a competitive basis and are delivered by Innovate UK EDGE. Information on current opportunities⁶. As at mid-2021, there has been a recent virtual GBIP on Precision Medicine (China), and current/potential future GBIPs include AMR Diagnostics (Germany), Advanced Therapies (Canada), Healthy Ageing (China) and Digital Health (South Korea). IUK is also supporting an inward Canadian mission in biomanufacturing organised by the High Commission of Canada to the UK.

- Draft evaluation of GBIPs noted that participation in the programme increases firms' familiarity with the innovation landscape or collaboration opportunities: 85% of participants believed the GBIP increased their familiarity with the innovation landscape and 79% believed it increased their familiarity with collaboration opportunities. It also suggested that the number of participants engaged in innovation collaboration tripled in the year after the GBIP, while the number of participants engaged in commercial collaboration (collaboration to supply and input or share production facilities) more than doubled.
- **Global Incubator Programme** is an accelerator programme for cohorts of 6-8 innovative high-growth and scaling businesses to spend time in world-leading incubators abroad. These structured programmes use an intensive four-stage method to tackle the challenges that most companies face when entering global markets. SMEs can explore the potential of specific overseas markets and access world-class mentors and tailored workspaces. The programme operates in four countries: the USA, Canada, Singapore, and India. This programme is delivered by Innovate UK EDGE. Find out more here⁷.
- **Bilateral and Multilateral Research, Development, and Innovation Funding Programmes:** Innovate UK run joint funding competitions with another country or set of countries and make competitive grant awards to business (and research organisations).
 - For example, Innovate UK participate in international funding competitions delivered by the Eureka network⁸, to make other international collaboration opportunities available to UK businesses.
 - Another example is that Innovate UK has delivered a competition and awarded 3 projects funded by the National Research Council (NRC) of Canada focused on biomanufacturing, more specifically addressing challenges for both upstream and downstream for adeno associated virus (AAV) manufacturing. These projects run from July 2021 until June 2023.

Suggested Methodology

The contractor should indicate their preferred approach to meeting the research/evaluation objectives as set out above.

The approach should primarily use desktop research using available market data and reports (such as the Global Expert Mission reports⁹), with consultations with key stakeholders (including

⁶ <https://www.innovateukedge.ukri.org/Global-Business-Innovation-Programme>

⁷ <https://www.innovateukedge.ukri.org/enter-new-markets/Global-Incubator-Programme>

⁸ <https://www.eurekanetwork.org/>

⁹ <https://ktn-uk.org/news/global-expert-mission-reports>

internal UKRI stakeholders) to inform and validate findings. For more information on stakeholders, see the 'Stakeholder overview' section.

Potential limitations of a desk-based approach are recognised - benchmarking organisations and countries without direct engagement is challenging. Consideration should be given to using indicators to show the relative strength of the information used to produce the analysis. This is important as it informs whether Innovate UK could use it to support an intervention.

Deliverables

The contactor is expected to deliver the objectives outlined above. This will require (but not be limited to) the following:

1. Clearly define the Health innovation sectors and geographies/countries that will be covered and agree with Innovate UK the scope of what should be included and excluded.
2. Develop and agree a project plan including objectives, milestones, Gantt chart, timeline, methodology, and outline structure for the key elements of the report.
3. Conduct primary research and 1:1 interviews with a range of internal IUK/UKRI stakeholders (and possibly external stakeholders) in the sector and related to the sector. Contacts will be available from Innovate UK, but the successful consultant might also reach out to their own external networks and contacts to illuminate the study.
4. Conduct a comprehensive literature review and market analysis. Innovate UK will be able to provide some direction on relevant documents, but the supplier should confirm in their application that they have access to an appropriate range of data and evidence sources as they will be expected to conduct their own broad ranging research. However, IUK is an active subscriber to various data sources and may be able to provide some information for the sole purpose of the commissioned reports.
5. Undertake SWOT, country profiles/policy/landscape analyses, and benchmarking using a mix method approach (desktop research complemented with stakeholder input).
6. Consider which ~2 to 5 additional countries have the fastest growing health innovation/healthcare systems.
7. Develop and justify shortlist recommendations (including ranking/scoring and prioritisation) for Innovate UK's international health innovation engagement plans.
8. Produce a detailed written full research report for Innovate UK with the SWOT, country analyses and benchmarking analyses, and clear recommendations for future action or interventions, detailing the methodology employed, results obtained, and recommended next steps. The report should include an executive summary, a summary of inputs, findings, and input from internal and external stakeholders.

The supplier should consider how the information could be managed or updated over time, for example a spreadsheet model that can be updated with new data as it becomes available could be presented alongside the report (with the report providing a snapshot of the current information).

9. Provide a full list of all sources, references and materials used, where they can be found if available online and electronic copies of those that are documents/PDFs rather than active websites. Excel datasets and analysis used for project should also be provided if applicable. This should include a measure of confidence and credibility for all source information.

10. Present summary research findings and recommendations to Innovate UK. A high-level summary of recommendations and findings should be produced as a PowerPoint (or similar) presentation deck, and to act as a high-level summary and reference for senior stakeholders.
11. The successful supplier will be required to hold formal project kick off and close out meetings, and to participate in short weekly checkpoint calls to monitor progress, highlight and agree planned activities, discuss drafts, manage any issues, and raise any request for support. The agenda for these meetings should be provided at least 24 hours in advance.
- The meetings should include an update on findings to date, planned activities, flag any issues and any requests for support. This is intended to be a highly collaborative project and the Innovate UK project team expect to be engaged frequently and involved in any decision making.

Timetable

The below table is a timeline of key project deliverables that the supplier is expected to deliver to Innovate UK. The supplier shall deliver clear and concisely written reports, presentations, and data tables along with relevant evidence to support any hypothesis, selection criteria and recommendations.

Date	Activity	Deliverables
T + 0 weeks	Kick off meeting with project team	
T + 1 week	Confirmation of countries/geographies to be addressed and Health Innovation sectors to be included. Agree list of internal and external stakeholders to engage.	Country/geography list Stakeholder list
T + 2 week	Present project plan (including work packages and Gantt chart, milestones, methods, processes, and scope), report outline for review and sign off, including agreement of any support needed from IUK/UKRI.	Project plan Report outlines
~Month 1	Internal IUK/UKRI stakeholder consultations. Summary of inputs, findings, and recommendations from stakeholders.	Draft summary of stakeholder input
Month 1 and 2	Draw up potential metrics for benchmarking exercise for review with Innovate UK. Begin desktop research for SWOT, country profiles, benchmarking. Undertake desktop/literature review of countries and health innovation areas of interest as defined in the scope (and confirmed at the start of the project), utilising quantitative and qualitative data. If it is not feasible to benchmark all 'Health Innovation areas of interest' for all countries of interest, propose a longlist of the country and innovation areas combinations for which full quantitative and qualitative benchmarking information will be provided. Discuss and agree this with IUK. Update project team of findings as project progresses. Consider which ~2 to 5 additional countries have the fastest growing health innovation/healthcare systems.	Benchmarking metrics Draft SWOT, country profiles and benchmarking

Month 3 and 4	Re-engage key internal stakeholders to help inform and validate findings and recommendations while continuing desktop research. Agree impact-based methodology for ranking, scoring and prioritisation.	Stakeholder engagements
Month 4	Agree (any proposed changes to) the structure and content of report with IUK. Complete draft full report with overall structure and interim findings for review and sign off by IUK/UKRI. Prioritisation must be backed by evidence and must anticipate the benefits to the UK health innovation sector.	Draft report
Month 4 and 5	Revise and finalise full report.	Finalise report
Month 5	Final deliverable should include a detailed full report detailing the analysis carried out, methodology employed, criteria and rationale for any decisions and recommended next steps. Full list of sources, references, and materials used. High level summary that can be used to brief senior decision makers on the outcome of the study and recommended way forward. Presentation of findings to IUK/UKRI.	Final full report and supporting information Presentation

The supplier should include a risk register highlighting any risks to the timeline and the actions they will take to mitigate these.

A final meeting will be held to hand over the report and data. The successful contractor will need to make themselves available for emails or short phone calls to answer any questions on the data and/or address and correct any data anomalies for at least six weeks after the data and final report has been delivered.

Terms and Conditions

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

Schedule 3

Charges

- 1 The Charges for the Services shall be as set out in this Schedule 3.
- 2 The Customer shall pay the Supplier the sum of £[TBC] excluding VAT for delivery of these Services. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.