CPI TERMS AND CONDITIONS OF PURCHASE OF GOODS AND ON-SITE SERVICES

1 DEFINITIONS & INTERPRETATION

1.1 In these Conditions the following words shall have the following meanings unless inconsistent with the context:

Change of Control means a change in the ability to direct the affairs of another person, whether through the ownership of shares; or the power to appoint directors to the board of a company; or through management contracts; or otherwise;

Conditions means these terms and conditions for the purchase of Goods and/or Services;

Confidential Information means the existence and terms of any Order, Specification or Contract and any and all information (whether recorded or supplied in permanent or transitory form) which has been, is now or at any time after the date of these Conditions is disclosed to or made available by CPI to: the Supplier or its Employees; or (where applicable) to any company within the Supplier's Group; or to any other person at the request of the Supplier as recipient; or any information of which the Supplier becomes aware or which comes into the Supplier's control or knowledge as a result of entering into these Conditions or of providing the Services which is of a technical, commercial or financial nature (including software in various stages of development in human or machine readable form, research information, methodologies, knowledge, data, know-how, formulae, processes, designs, drawings, specifications, models, diagrams, flow charts, marketing and development plans, business plans, intellectual property rights, customer information, customer lists, actual or prospective sales contacts, photographs and samples) and which relates to CPI or CPI's business or that of its Group or to any of CPI's customers or their business or that of its Group but shall not include information which:-

(a) is accessible from public sources or is or becomes generally available to third parties (other than as a result of disclosures by the Supplier, by the Employees or by any company within the Supplier's Group, of such information in breach of these Conditions); and/or

(b) the Supplier can establish to the reasonable satisfaction of the other party that the information was known to the Supplier before the date of these Conditions and that it was not under any obligation of confidence in respect of the relevant information; and/or

(c) becomes lawfully available to the recipient from a source other than CPI or the End Customer, which source is not bound by any obligation of confidentiality to another party in relation to such information; and/or

(d) was required to be disclosed by law or by the rules or directions of any court or any authority;

Contract means, as the context requires, the legally binding agreement between CPI and the Supplier made up of either:

(a) in a tender situation - the Order, these Conditions, and any Specification; or

(b) in a non-tender situation - the Order, these Conditions, any Specification and the Supplier's acceptance of the Order whether made in writing or through delivering the Goods and/or providing the Services, whichever occurs first); or

(c) any written agreement between CPI and the Supplier that incorporates these Conditions within a Schedule to such written agreement;

CPI means the Centre for Process Innovation Limited (Company Number 05002194) whose registered office is at Wilton Centre, Wilton, Redcar, Cleveland, TS10 4RF or where so specified in the Contract, such other member of Centre for Process Innovation Limited's Group that is contracting with the Supplier;

CPI Representative means CPI's representative named in the Order who will be first point of contact in relation to the Services, or in the absence of any specified person, CPI's Head of Legal;

Data Protection Laws means the EU Data Protection Directive 95/46/EC as implemented in the appropriate local territories of the European Union until 25 May 2018 and the General Data Protection Regulation (EU) 2016/679 ("GDPR") on and from 25 May

	2018 (as amended and superseded from time to time), and/or all applicable laws, rules, regulations, regulatory guidance, regulatory requirements from time to time, in each case in each jurisdiction where the Services are delivered in relation to data privacy;
DDP	means the provisions of the incoterm Delivered Duty Paid as set out in Incoterms 2010, which are incorporated into these Conditions as varied under Condition 5;
Delivery Point	means the locations / addresses specified for delivery of the Goods and/or Services in the Order;
Due Date	means the fixed date(s) for delivery set out in the Order;
Employees	means the staff used by the Supplier to carry out its obligations under the Contract;
End Customer	where applicable, means the customer of CPI in connection with whom the Services are to be provided as specified in the Order;
Good Industry Practice	means the exercise of that degree of skill, diligence, prudence, foresight and quality which, as at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced provider of the Goods and Services and complying with all applicable laws and codes of practice in the same type of undertaking and under the same or similar circumstances and observations;
Goods	means any goods or materials to be supplied to CPI that are specified and/or described in the Order;
Group	in relation to a party, means any subsidiary and/or holding company of that party and any subsidiary of any such holding company from time to time;
Incoterms 2010	means the 2010 edition of the International Chamber of Commerce official rules for the interpretation of trade terms (ISBN 978-92-842-0423-6);
Intellectual Property Rights	means all patents, trade marks, service marks, registered designs or any applications for any of the foregoing, copyright (including in any text, computer coding, algorithms, applets, or in any other constituent elements of the Outputs), design right, database rights, topographical rights, unregistered trade marks or other intellectual or industrial property rights, look and feel in any graphical user interface in the Outputs, and all know-how whether subsisting in the United Kingdom or anywhere else in the World;
Month	means a calendar month;
NDA	means CPI's standard non-disclosure agreement from to time in the form provided to the Supplier;
Order	means CPI's written instruction to the Supplier to purchase the Goods and/or Services, which may be in a purchase order, and/or in appropriate circumstances may be set out in a tender award letter and related tender documentation, and which shall incorporate these Conditions;
Outputs	means all documents, products and materials developed by the Supplier or its agents, contractors and Employees as part of or in relation to the Services in any form or media including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts), and any other materials to the extent that it reproduces, contains, embodies, or is made according to, CPI's Confidential Information;
Parent Company Guarantee	means a performance guarantee issued by the holding company of the Supplier in the form required in the Order;
Personnel	means any Representative of the Supplier who is used to provide the Services;
Premises	means the location(s) for the provision of the Services as specified in the Order;
Project	means the project described in the Order;
Representative	in relation to any party, means any professional adviser, director, officer, partner, employee or sole trader forming part of that party, and includes any individual seconded to work for it;
Services	means those services specified to be provided by the Supplier in the Order;
Specification	means any agreed specification and/or timetable and/or schedule of works against which the Supplier has given a quotation for the supply of Goods and/or Services, or which is attached to or incorporated in the Order that relates to the Goods and/or the Services;
Supplier	means the company or individual supplying the Goods and/or Services to CPI under these Conditions;

1.2 References to any statute or statutory provision shall include any subordinate legislation made under it, and any subsequent legislation that adds to or replaces it.

1.3 The descriptive headings to conditions, schedules and paragraphs are inserted for convenience only, have no legal effect and shall be ignored in the interpretation of these Conditions.

1.4 Words importing the singular include the plural and vice versa, words importing a gender include every gender and reference to persons include an individual, company, corporation, firm, partnership, unincorporated association or body of persons.

1.5 The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

1.6 Any reference to a “day” shall mean a period of 24 hours running from midnight to midnight, reference to a “working day” shall mean Monday to Friday inclusive but excluding bank holidays and references to times of the day are to London (UK) time on the applicable date.

1.7 All references to CPI in these Conditions shall include all members of CPI’s Group who, in accordance with Condition 24, shall be entitled to use and rely upon these Conditions. Because CPI is publicly funded and has restrictions upon the activities it is permitted to carry out under the terms of its public funding and its company articles, it acts as a central asset holder for and on behalf of the members of CPI’s Group, and accordingly, the Supplier acknowledges and agrees that it is reasonable that all members of CPI’s Group shall be entitled to recover any losses resulting from a breach of these Conditions as if it was an original party to these Conditions.

2 BASIS OF PURCHASE

2.1 These Conditions apply to the Contract to the exclusion of any other terms or conditions that the Supplier seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by CPI to purchase the Goods and/or Services from the Supplier in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of:

2.2.1 the Supplier issuing written acceptance (including by email) of the Order; or

2.2.2 any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence.

2.3 There is no exclusivity implied or stated by the act of CPI placing an Order with the Supplier as CPI reserve the right to place orders for the same/similar Goods and/or Services with other suppliers at its own discretion without prejudice or liability of any kind to the Supplier in doing so.

2.4 No variation to these Conditions shall be binding unless agreed in writing between the authorised Representatives of CPI and the Supplier.

3 SUPPLIER’S OBLIGATIONS

3.1 The Supplier shall ensure that the Goods shall:

3.1.1 correspond with their description and any applicable Specification;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by CPI, expressly or by implication, and in this respect the CPI relies on the Supplier's skill and judgment;

3.1.3 where applicable, be free from defects in design, materials and workmanship and remain so for 18 months after delivery; and

3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 Without limiting any other remedy that CPI may have under these Conditions or otherwise, in the event of a breach by the Supplier of any part of Condition 3.1, the Supplier shall, at its own cost and at CPI’s sole discretion, upon request promptly and in any event within five Working Days or such other reasonable timeframe as CPI in its sole discretion agrees:

3.2.1 replace the Goods that are not compliant with Condition 3.1 with new Goods that are fully compliant; or

3.2.2 repair the Goods to ensure that they are fully compliant with Condition 3.1; or

3.2.3 remove the Goods that are not compliant with Condition 3.1 and make a full refund to CPI of all monies paid to the Supplier in relation to such removed Goods,

and all Goods repaired or replaced under this Condition 3.2, if they are not compliant with Condition 3.1 shall be subject to the remedies of this Condition 3.2. For the avoidance of doubt, the obligations on the Supplier in this Condition 3.2 shall not apply where the Goods have been damaged as a result CPI’s negligence.

3.3 In providing the Services, the Supplier shall:

3.3.1 co-operate with CPI in all matters relating to the Services, and comply with all instructions of CPI;

3.3.2 perform the Services with all due skill, care, and diligence including Good Industry Practice (prevailing as at the relevant time) and in accordance with its own established internal procedures;

3.3.3 use Personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;

3.3.4 commit all such resources as are reasonably necessary to ensure that the Services are provided in accordance with the provisions of the Order and any Specification;

3.3.5 use good quality goods, materials, standards and techniques, and ensure that the Outputs, and all goods and materials supplied and used in the Services will be free from defects in workmanship, installation and design;

3.3.6 at all times ensure, to the reasonable satisfaction of CPI, the proper performance of the Services by the Supplier (whether by the Employees or otherwise) in accordance with the Specification;

3.3.7 report to CPI on the provision and performance of the Services as reasonably required by CPI;

3.3.8 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

3.3.9 when appropriate make suggestions to CPI regarding enhancements to the provision of the Services;

3.3.10 not do anything which would be likely to prejudice the reputation of CPI; and

3.3.11 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations, providing evidence of its compliance as may be reasonably required by CPI.

3.4 CPI may from time to time modify any Specification by way of minor variations of an insignificant nature and that do not affect the price. CPI shall provide reasonable prior written notice of any such variation of the Specification to the Supplier.

3.5 CPI may, during the term of these Conditions and within 3 months of the termination of the Contract, request any information relating to the carrying out of all or any part of the Services and/or in relation to the Goods, and such information shall be supplied by the Supplier as soon as reasonably possible and at no cost to CPI.

4 PRICE AND PAYMENT

4.1 The price payable by CPI shall be the applicable price of the relevant Goods and/or Services set out in the relevant Order and shall be exclusive of value added tax (if any).

4.2 Unless specified in the Order, all sums payable shall be calculated and paid in £ Sterling.

4.3 CPI will accept no variation in the price or extra charges for the supply and delivery of the Goods and/or Services unless such variation to the price or such extra charges for the supply and delivery of the Goods and/or Services has been expressly agreed in advance and in writing by an authorised Representative of CPI (including, for the avoidance of doubt, increases in the costs of materials, labour, and/or transport costs, fluctuation in rates of exchange).

4.4 Following receipt of an invoice submitted by the Supplier, CPI shall verify that it has been properly submitted in a timely fashion, and where it is correct, in consideration of the provision of the relevant Goods and/or Services, CPI shall pay the invoice within 30 days of such verification. Where CPI fails to verify an invoice in a timely fashion and there is an undue delay in verifying an invoice, the invoice shall be regarded as valid and undisputed after a reasonable time has passed. Where there are errors in the invoice, including if the quantity of the relevant Goods and/or Services actually delivered to CPI by the Supplier differs from that charged on the invoice, CPI shall notify the Supplier of the error, and the Supplier shall issue a credit note for any wrongly invoiced excess, or re-issue a corrected invoice (at the Supplier's discretion), promptly notifying CPI in writing of the steps they have taken, and payment of any corrected invoice shall be made by CPI within 30 days of the date the corrected invoice was validated by CPI.

4.5 Where the Order specifies that any Goods and/or Services shall be paid for in instalments prior to delivery of the Goods and /or Services, CPI may at its sole discretion where so specified in the Order require the Supplier:

4.5.1 to put in place a Parent Company Guarantee; and/or

4.5.2 to hold all monies received from CPI under such instalments upon trust for CPI until CPI's acceptance of the Goods under Condition 5 and/or or the Supplier's complete and satisfactory delivery of the Services (as applicable), at which time they shall become the Supplier's monies, and until such time the Supplier shall keep all monies paid by CPI in instalments unmixed and separate from the general monies of the Supplier in a separate bank account designated as a CPI trust account.

4.6 CPI shall be entitled to deduct from the price (and any other sums) due to the Supplier any sums that the Supplier may owe to CPI at any time.

4.7 If any undisputed sum properly due from CPI to the Supplier is not paid on the due date then interest shall accrue and be payable on any such sum at the rate of one per cent per annum above the business base rate of Barclays Bank plc from time to time, apportioned on a daily basis, until payment in full of the overdue sum and whether before or after judgment.

4.8

5 DELIVERY OF GOODS OR SERVICES

5.1 Time for delivery of all Goods and/or Services shall be of the essence and it shall be a condition that the Supplier shall deliver the Goods or Services at the specified Delivery Point by the relevant Due Dates specified in the relevant Orders, unless the Supplier requests an extension of time for delivery before the relevant Due Dates and CPI exercising its reasonable discretion agrees to such a request in writing.

5.2 Unless otherwise specified in the Order or agreed in writing by the Parties prior to the relevant Due Dates, the Supplier shall deliver all Goods DDP to the Delivery Point specified in the Order. Title to the Goods shall pass to CPI upon physical delivery to the Delivery Point specified in the Order. Risk in the Goods shall transfer upon acceptance by CPI after physical delivery, unless the Goods are also being installed by the Supplier, whereupon risk shall transfer upon successful installation instead.

5.3 If the Goods need to be stored at any point before CPI can take acceptance, the Supplier shall store the Goods and shall bear the cost and risk of such storage. Risk will subsequently pass to CPI on physical delivery of the Goods to the Delivery Point, which will be confirmed in advance by CPI unless the Goods are also being installed by the Supplier, whereupon risk shall transfer upon successful installation instead.

5.4 Where the Goods are to be installed by the Supplier, the Supplier agrees that CPI may nominate or appoint third party specialists on the Supplier's behalf to move the Goods from the Delivery Point to the point of installation, and that risk in the Goods shall only transfer to CPI on successful installation of the Goods.

5.5 Title in any rejected Goods shall revert to the Supplier only upon the Supplier's collection of such rejected Goods from the Delivery Point and the full refund by the Supplier of any monies paid by CPI in relation to such rejected Goods. Physical delivery for the purpose of this Condition 5.5 shall include completing the unloading of the Goods at the Delivery Point at the sole risk of the Supplier, which for the avoidance of doubt may include internal locations where so specified in the Order.

5.6 The Supplier shall ensure that:

5.6.1 upon dispatch of each consignment of the Goods, it shall send a dispatch note to CPI by email to the email address shown in the Specification, which shall include the means of transport, weight, number and volume of Goods, dispatch date and time, and anticipated delivery date and time at the Delivery Point; and

5.6.2 each delivery of Goods is accompanied by a delivery note which shows, amongst other things, the order number, date of order, description of the Goods and in the case of part delivery, the outstanding balance remaining to be delivered; and

5.6.3 (without limiting any statutory obligations on the Supplier), all Goods and their packaging shall contain suitable prominent handling and hazard warning labels in relation to all likely hazards arising from despatching, receiving, handling, using, storing or possessing the Goods, and where it is not practicable for such details to be provided in full on such labelling, they shall be provided in accompanying supplementary literature. If this Condition 5.6.3 is not complied with, CPI reserves the right to refuse delivery.

5.7 Where CPI agrees in any Order to accept delivery by instalments the Contract will be construed as a single contract in respect of each instalment. Failure by the Supplier to deliver any one instalment in accordance with the provisions of Conditions 5.1 and 5.2 shall **either** entitle CPI at its option to treat the whole Contract as repudiated, or to seek other remedies in accordance with any conditions contained within this Contract without prejudice.

5.8 If the Services or any part of them are not performed by the relevant Due Date and/or in accordance with the Specification, and/or if the Goods or any part of them are not delivered by the relevant Due Date (or Due Dates in the case of Goods and/or Services delivered in instalments) and/or in accordance with the Specification (subject to the Supplier having been given the opportunity to promptly carry out remedial steps under Condition 6) then, without limiting any other remedy that it may have, and without granting a waiver of the Supplier's breach of these Conditions, CPI may at its sole discretion:

5.8.1 procure the provision of any particular Goods and/or Services or any parts thereof which the Supplier has failed to successfully deliver, from a third party at the Supplier's cost, the additional costs to CPI of which the Supplier agrees to reimburse to CPI promptly upon demand; and/or

5.8.2 where the Supplier requests an extension of time on the Due Date and in CPI's opinion are realistically capable of achieving delivery on the extended Due Date, opt to give the Supplier an extension of time for the relevant Due Date in return for a minimum discount of 10% on the agreed price for such Goods and/or Services, which in the absence of written agreement to the contrary in the Order or elsewhere, shall be a standard discount of 10% of the original delivery price for each additional Month granted; and/or

5.8.3 terminate the Contract and receive a full refund of any instalments of the price paid to the Supplier for such Goods and/or Services (subject to making all non-compliant Goods actually delivered available for removal by the Supplier at the Supplier's own cost).

5.9 Whilst at the Premises or otherwise performing the Services, the Supplier shall procure that the Personnel are fully conversant with, and fully compliant with, CPI's and/or where applicable, with the End Customer's safety, health and environment policies and complete and follow all relevant method statements and risk assessments compliant with such policies, and that the Personnel take all such other precautions as are necessary to protect their own health and safety, and that of CPI's and/or where applicable, of the End Customer's personnel, and of the public. Where the nature of the duties to be performed makes the wearing of protective equipment, clothing or footwear necessary or appropriate, the Supplier shall provide such protective equipment, clothing or footwear at its own expense and shall require those performing the Services to wear such protective equipment, clothing or footwear.

6 PRE-DISPATCH TESTING AND POST-DELIVERY ACCEPTANCE OF GOODS

6.1 Following physical delivery of any Goods, CPI shall inspect the Goods within a reasonable period of time and shall send confirmation of acceptance to the Supplier. In the event that there is any fault with the Goods or that they fail to comply with the Specification and/or Condition 3.1, the Supplier shall promptly remedy this at its own cost, and at CPI's sole discretion, by either:

6.1.1 delivering the correct quantity of non-faulty and/or compliant replacement Goods and removing any faulty and/or not compliant Goods; or

6.1.2 attending at the Delivery Point and carrying out any necessary remedial work to ensure that the Goods are fully compliant.

6.2 Unless otherwise specified in the Order, the Supplier shall only invoice CPI following CPI's acceptance of the Goods and/or the Supplier's complete and satisfactory delivery of the Services.

6.3 Without reducing any other rights and/or remedies that CPI may have, in the event that the Supplier delivers items other than the Goods to CPI, the Supplier shall promptly remove all such items at its own cost, and if it has not done so within 48 hours of CPI requesting it to do so, CPI may dispose of all such items as it sees fit, including treating them as waste, and may recharge the costs of such disposal to the Supplier.

6.4 CPI shall not be obliged to return to the Supplier any pallets, packaging, or packing materials for the Goods, whether or not any Goods are accepted by CPI, unless the Supplier notifies CPI that any pallets, packaging, or packing materials are returnable, in which case the Supplier shall recover the same at its own cost and at a mutually agreeable time. CPI reserves the right to charge the Supplier reasonable storage and/or handling costs. Notwithstanding any storage and/or handling costs that CPI has the right to charge the Supplier, if such materials are not recovered/collected by the Supplier within 60 (sixty) days of receipt onto CPI's premises, then CPI shall be entitled to dispose of such materials without further recourse or liability to the Supplier and charge the Supplier for any costs associated with disposal.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Unless otherwise agreed in writing in the Order, CPI shall gain no Intellectual Property Rights in the Goods, which shall remain with their respective owner.

7.2 Unless otherwise agreed in writing in the Order, the Intellectual Property Rights in any Outputs arising from the performance of the Services shall vest in CPI absolutely, but for the avoidance of doubt, any Intellectual Property Rights created by the Supplier and/or the Employees which are created outside of the performance of the Services, or which are owned by the Supplier or its licensors prior to the date of the applicable Contract, will remain the property of the Supplier or of its licensors (as applicable). To the extent that any Intellectual Property Rights in any Outputs do not vest in CPI for any reason set out in this Condition 7.2, the Supplier grants to CPI (or shall procure for CPI from its relevant licensor) a non-exclusive, unrestricted, perpetual, irrevocable licence to use such Intellectual Property Rights in the Outputs.

7.3 Ownership of all Intellectual Property Rights in the Specification (where the Specification is given to the Supplier by CPI) shall remain at all times with CPI (or with CPI's licensors as applicable), and where the Specification in any Goods has been created by the Supplier for CPI as an Output of any Services, ownership of that Specification shall vest in and remain at all times with CPI. The Supplier shall hold such Specification as CPI's Confidential Information and shall not be permitted to make any further use of it outside of the Contract (either on its own behalf or on behalf of any other person) nor to disclose it to any third party.

7.4 The Supplier shall promptly disclose and shall procure that the Employees promptly disclose to CPI's Representative full details of all Outputs created in the course of the provision of the Services.

7.5 The Supplier hereby assigns and shall procure that each of the Employees assigns to CPI (including, to the extent necessary and permissible, by way of current assignment of future rights) the copyright and other Intellectual Property Rights in the Outputs which are created by the Supplier and/or the Employees in the performance of the Services or which relate to the Project.

7.6 The Supplier shall, and shall procure that the Employees shall:

7.6.1 keep all Outputs confidential;

7.6.2 whenever requested to do so by CPI and in any event on the termination of the applicable Contract, promptly to deliver to CPI all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Outputs and the process of their creation which are in its possession, custody or power;

7.6.3 not register nor attempt to register any of the Intellectual Property Rights in the Outputs, unless instructed in writing to do so by CPI; and

7.6.4 promptly upon demand by CPI, from time to time, execute all such documents and do all acts as CPI believes are reasonably necessary to confirm that, subject to Condition 7.5, absolute title in all Intellectual Property Rights in the Outputs vests in CPI, and until such time as legal assignment in any jurisdiction is legally perfected and completed ("Completion"), the Supplier hereby grants to CPI a fully paid up, royalty free, perpetual, exclusive, unrestricted, sub-licensable licence of all such Intellectual Property Rights in the Outputs, until Completion.

7.7 The Supplier warrants to CPI that:

7.7.1 it has not given and will not give permission to any third party to use any of the Outputs, nor any of the Intellectual Property Rights in the Outputs;

7.7.2 it is unaware of any use by any third party of any of the Outputs or Intellectual Property Rights in the Outputs; and

7.7.3 the use of the Outputs or the Intellectual Property Rights in the Outputs by CPI will not infringe the rights of any third party.

7.8 The Supplier shall procure that each of the Employees waives any moral rights in the Outputs to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Outputs or other materials, infringes the Supplier's moral rights.

7.9 The Supplier acknowledges that no further remuneration or compensation other than that provided for in these Conditions is or may become due to the Supplier in respect of the performance of its obligations under this Condition 7.

7.10 In the event that the Supplier is subject to a claim from any Employees under Section 40 of the Patents Act 1977 (or under any similar statutory provision which may replace or supplement Section 40 of the Patents Act 1977 in the future), the Supplier acknowledges and agrees that it is the applicable employer of the Employees, and agrees that it shall not join CPI as a party to any such claim, nor purport to pass responsibility to CPI for any sums that may be payable to such Employees, nor seek to recover any such sums from CPI.

7.11 In the event that any claim or attack is brought or threatened by any third party against the Supplier and/or any Employees in relation to any Intellectual Property Rights in or connected with the Outputs, the Supplier shall immediately notify CPI with full details, and the Supplier shall liaise with CPI in the conduct of its defence (at the Supplier's own cost) and shall not take any steps which in CPI's opinion would affect CPI's position in relation to its ownership of the Intellectual Property Rights in the Outputs.

8. CONFIDENTIAL INFORMATION

8.1 The Supplier shall keep in strict confidence all Confidential Information disclosed to it by CPI and shall use Confidential Information only in connection with the provision of the Goods and/or Services. The Supplier shall not use any Confidential Information to obtain a commercial, trading or any other advantage.

8.2 The Supplier shall only disclose Confidential Information to those of its Employees, agents and sub-contractors who need to know if for the purpose of discharging its obligations under the Contract, and shall ensure that such Employees, agents and sub-contractors comply with the obligations set out in this Condition 8 as though they were a party to the Contract.

8.3 The Supplier may also disclose such of the Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. Unless prohibited by law, the Supplier shall promptly notify CPI if any Confidential Information is required to be disclosed and seek CPI's approval regarding the manner of such disclosure and the content or, at CPI's expense, co-operate with any reasonable action which it may elect to take to challenge the validity of such requirement.

8.4 The duties of confidentiality set out in this Condition 8 shall survive each respective Contract for the period of five years from the date of delivery of the Goods and/or performance of the Services or the date of termination of the Contract.

8.5 The parties agree that in respect of Confidential Information protected by any executed NDA, the provisions of this Condition 8 shall not apply, and shall not supersede, supplement nor replace the provisions of any executed NDA in respect of that Confidential Information, and that this Condition 8 shall only apply to any such Confidential Information to the extent that such Confidential Information is not already protected by any executed NDA in place between the parties.

9 TERMINATION

9.1 CPI shall be entitled at its sole discretion to terminate the Contract instantly upon written notice to the Supplier in the event that:

9.1.1 an order is made or a resolution is passed for the winding up of the Supplier or circumstances arise which entitle a Court of competent jurisdiction to make a winding-up order of the Supplier; or an order is made for the appointment of an administrator to manage the affairs, business and property of the Supplier or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Supplier or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

9.1.2 a receiver is appointed of any of the Supplier's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Supplier or if any other person takes possession of or sells the other party's assets; or

9.1.3 the Supplier makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

9.1.4 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is, or is reasonably considered to be unable to pay its debts when they fall due as defined in section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

9.1.5 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

9.1.6 the Supplier ceases, or threatens to cease, to carry on business;

9.1.7 any action or occurrence analogous to the provisions of Conditions 9.1.1 to 9.1.6 occurs in respect of the Supplier in any jurisdiction;

9.1.8 the termination rights in Condition 23.2 relating to Change of Control are exercised by CPI; or

9.1.9 the Supplier is in material breach of these Conditions and such breach is not capable of remedy; or

9.1.10 the Supplier is in material breach of these Conditions and such breach is capable of remedy, but the breach has not been remedied within ~~7~~ thirty (30) days of issue of a written notice by CPI to the Supplier specifying the breach and requiring remedy; or

9.1.11 any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

9.2 In addition to Conditions 9.1, Conditions 3.1, 3.2, 3.3, 3.5, 4.5, 5.8, 6.2, 6.3, 6.4, 7, 8 in accordance with 8.4, 11, 13, 15, 17, 19, 20, 21, 23, 24, 25 and 26 shall survive termination of the provision of any Goods and/or Services under an Order, and the termination of any relevant Contract, howsoever arising.

10 INSURANCE

10.1 During the term of the Contract, the Supplier shall, unless otherwise agreed by CPI in writing, insure against its liabilities arising out of or in connection with the performance of the Contract, including:

10.1.1 employers' liability insurance for no less than £5,000,000 (five million pounds) in respect of any one incident;

10.1.2 public liability insurance for no less than £5,000,000 (five million pounds) in respect of any one incident;

10.1.3 where the Supplier is carrying out Services, professional indemnity insurance for no less than £2,000,000 (two million pounds) in respect of any one incident;

10.1.4 where the Supplier is supplying Goods that it has manufactured and/or assembled and/or modified product liability insurance for no less than £2,000,000 (two million pounds) in respect of any one incident unlimited in any 12 month period.

10.2 The Supplier shall promptly at CPI's request provide both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10.3 If the Supplier shall fail to comply in any respect with the provisions of this Condition 10, CPI shall be entitled (but not obliged) to arrange the insurance cover required by this Condition 10, the cost of which the Supplier shall promptly reimburse to CPI upon demand.

PLEASE NOTE EACH OF THE FOLLOWING IMPORTANT PROVISIONS OF CONDITION 11

11 LIMITATION OF LIABILITY

11.1 Neither party excludes or limits liability to the other party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law (e.g. breach of any obligations implied by section 12 of the Sale of Goods Act 1979 (as amended) or section 2 of the Supply of Goods and Services Act 1982).

11.2 Subject to Condition 11.1 above, CPI's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to a maximum of the total price payable in respect of any Goods and/or Services which have given rise to the claim or liability.

11.3 Subject to CPI paying all undisputed invoices that have been properly issued for Services that have actually been delivered under the Contract, and to Condition 11.1, CPI shall not be liable to the Supplier for any:

11.3.1 loss of profit, (whether direct or indirect); and/or

11.3.2 loss of business; and/or

11.3.3 loss of business opportunity; and/or

11.3.4 depletion of good-will; and/or

11.3.5 loss or corruption of data, or the costs and consequences of any data restoration; and/or

11.3.6 costs of loans, borrowing and/or of temporary financing; and/or

11.3.7 additional staffing costs; and/or

11.3.8 costs, expenses or other claims for any type of special, indirect or consequential loss or compensation (including loss or damage suffered as a result of an action brought by a third party);

whatsoever and howsoever caused which arises out of or in connection with these Conditions and/or the Contract, even if such loss was reasonably foreseeable or CPI had been advised of the possibility of the Supplier incurring the same.

12 COMPLIANCE WITH ANTI-BRIBERY AND CORRUPTION AND ANTI-SLAVERY LAWS

12.1 The Supplier shall procure that all Employees shall:

12.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and

12.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and

12.1.3 comply with CPI's anti-bribery and anti-corruption policies in force from time to time, a copy of which shall be provided to the Supplier and to any Employees upon written request and, where provided, any anti-bribery and anti-corruption policies of the End Customer; and

12.1.4 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and

12.1.5 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity or conduct were carried out in the UK;

12.1.6 maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement; and

12.1.7 notify CPI as soon as practicable of any breach of any of the undertakings contained within this Condition of which it becomes aware.

12.2 The Supplier shall, upon request by CPI from time to time, promptly confirm in writing that it has complied with its undertakings under Condition 12.1, and shall promptly and fully provide any information reasonably requested by CPI in support of such compliance.

12.3 For the avoidance of doubt, any breach by the Supplier of this Condition 12 shall be deemed to be a material breach which is not capable of remedy for the purpose of Condition 9.1.9.

13. NON-SOLICITATION

13.1 The Supplier covenants with CPI that the Supplier shall not, and shall procure that the Personnel shall not at any time for a period of 6 months after the end of the Contract directly or indirectly:

13.1.1 solicit or entice away or seek to entice away or employ or procure to be employed any person who is or has been an employee of CPI throughout the duration of the Contract;

13.1.2 employ or procure to be employed any former employees of CPI who have been employed by CPI in the 12 months prior to the termination date of the Contract and who have had direct dealings with clients of CPI;

13.1.3 solicit or entice away or seek to entice away from doing business with CPI any person, firm, company or organisation who throughout the duration of the Contract was a customer of CPI.

13.2 The parties in all respects consider the restrictions contained in this Condition 13 reasonable.

13.3 Notwithstanding Condition 19, the provisions of Conditions 13.1.1, 13.1.2 or 13.1.3 are separate and severable and shall be construed and be capable of enforcement accordingly.

14. NOTICES

14.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Condition, and shall be delivered personally or sent by prepaid first class post or other next working day delivery service or by commercial courier. Any notice or other communication may also be sent by email, save in respect of a notice of termination, which whilst can be served by email, there must be a record of the email transmitted and ideally received and as a minimum with a "read" receipt being recorded/made available.

14.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 14.1; if sent by prepaid first class post or other next working day delivery service, at 9.00am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one business day after transmission.

14.3 The provisions of this Condition 14 shall not apply to the service of any proceedings or other documents in any legal action.

15. CONTRACT FORMATION AND ENTIRE AGREEMENT

15.1 Without affecting Condition 2, and subject to Condition 8.5, the Contract constitutes the entire and only agreement and understanding between the parties in connection with the provision of the relevant Goods and/or Services under that Contract.

16. FORCE MAJEURE

16.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstances or cause beyond its reasonable control (Force Majeure Event). For the avoidance of doubt, failures

by the Supplier's own suppliers or sub-contractors, and strikes by the Supplier's employees shall not be Force Majeure Events for the purposes of this Condition 16.

16.2 The Supplier shall use its reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

16.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 30 days, CPI may terminate the Contract immediately by giving written notice to the Supplier.

17. SUCCESSORS AND ASSIGNS / SUB-CONTRACTING

17.1 Each Contract shall be binding upon and shall benefit the parties' successors in title.

17.2 The Supplier shall not assign or novate all or any part of the benefit of, or its rights or benefits under, any Contract incorporating these Conditions without the prior written consent, not to be unreasonably withheld, of CPI. Any rights which are the subject of a purported assignment in breach of this Condition 17 shall be unenforceable unless and until the breach is rectified.

17.3 The Supplier shall not sub-contract any of its obligations under any Contract incorporating these Conditions without the prior written consent, not to be unreasonably withheld, of CPI, and in such circumstances where CPI's consent under this Condition 17.3 is granted, the Supplier agrees that it shall be fully liable to CPI for all acts and / or omissions of the permitted sub-contractor as if such acts and / or omissions were the Supplier's own, and shall ensure that it pays such sub-contractor within 30 days of the Supplier verifying the validity of such sub-contractor's invoice in a timely fashion

18. VAT

18.1 All payments to be made pursuant to these Conditions shall (save where otherwise specifically stated) be exclusive of Value Added Tax (if applicable). Any Value Added Tax chargeable in respect of the matters giving rise to such payments shall be added to the amount of, and paid in addition to, them.

19. ANTI-FACILITATION OF TAX

19.1 The Supplier shall:

a) not engage in any activity, practice or conduct which would constitute either:
   (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 ("CFA"); or
   (ii) a foreign tax evasion facilitation offence under section 46(1) of the CFA;

b) comply with the Anti-Bribery and Corruption and Anti-Slavery Laws referred to in condition 12 as may be updated from time to time;

c) have and shall maintain in place throughout the term of this agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with condition 19.1(a);

d) promptly report to CPI any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the CFA, in connection with the performance of this agreement;

e) within 3 months of any request by CPI, certify to CPI in writing signed by an officer of the Supplier, compliance with this condition 19 by the Supplier and all persons associated with it under condition 19.2. The Supplier shall provide such supporting evidence of compliance as CPI may reasonably request.

19.2 The Supplier shall ensure that any person associated with the Supplier who is performing services and/or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this condition 19 (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to CPI for any breach by such persons of any of the Relevant Terms.

19.3 Breach of this condition 19 shall be deemed a material breach under condition 9.1.9.

19.4 For the purposes of this condition 19, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the CFA and a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

20. SEVERABILITY

20.1 If any wording in any provision of the Contract and/or of these Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such wording shall be deemed removed from the relevant provision, and the invalidity or unenforceability of such wording shall not affect the remainder of that provision, nor the remainder of the relevant Contract and/or of these Conditions, and the remaining wording of such provision and all other provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

21. WAIVERS AND RELEASES

21.1 The rights, powers and remedies conferred on the parties in these Conditions are cumulative and are additional to, and not exclusive of, any rights, powers and remedies provided by law or otherwise available it.

21.2 No delay or omission on the part of any party to these Conditions in exercising any right, power or remedy provided by law or under these Conditions shall impair such right, power or remedy or operate as waiver thereof.

21.3 The single or partial exercise of any right, power or remedy provided by law or under these Conditions shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

21.4 Except as specifically provided in these Conditions, no waiver of any provision of these Conditions shall in any event be effective unless the same shall be in writing, and then such waiver shall be effective only in the specific instance, for the purpose for which the same is given, and such waiver shall not operate as a waiver of any future application of such provision.

22. SET-OFF

22.1 Any sums credited by or due from CPI to the Supplier may, at any time and from time to time without notice, be applied to and/or set off against any liabilities or obligations of the Supplier to CPI, whether absolute or contingent, due or to become due, direct or indirect, whether under the Contract or otherwise.

23. CHANGE OF CONTROL

23.1 If at any time whilst the Contract is in force there is a Change of Control of the Supplier, the Supplier shall notify CPI within 14 days of the Change of Control having occurred.

23.2 Where CPI believes in its sole discretion that the continuation of the Contract would, as a result of the Change of Control, adversely affect CPI's commercial interest, CPI shall have the right to terminate the Contract forthwith by giving notice to the Supplier, such notice to be served during a period of 90 calendar days from the date on which the notification from the Supplier of the Change of Control is served (for the avoidance of doubt, whether served within the correct period, or served late). After such time CPI's rights to terminate due to a Change of Control under this Condition 23 shall lapse.

23.3 For the avoidance of doubt, failure to notify a Change of Control under Condition 23.1 shall be deemed to be a material breach which is not capable of remedy for the purposes of Condition 9.1.9.

24. IMPACT

24.1 The Supplier acknowledges that CPI is generally required by their Funder(s) to demonstrate their impact and the Supplier agrees to comply with all reasonable requests made by CPI to provide such information (not including Confidential Information) as CPI may reasonably require to address the requirements placed on it. Such information may include (in relation to the Services), but shall not be limited to, effects, changes or benefits to the economy, society, public policy or services, health and the environment.

25. DATA PROTECTION LEGISLATION

25.1 The expressions "Data Controller", "Data Processor", "Data Subject" "Personal Data", "Personal Data Breach" and "Process" have the meanings given to them in the Data Protection Laws.

25.2 The Supplier shall duly observe all its obligations under the Data Protection Laws which arise in connection with the provision of the Services under these Terms and not do anything which puts CPI in breach of the Data Protection Laws.

25.3 Insofar as the Supplier Processes Personal Data for CPI as a Data Processor, the Supplier shall:

25.4 Without prejudice to the generality of condition 25.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by CPI of its obligations under this agreement:

25.4.1 process the Personal Data solely on the documented instructions of CPI, for the purposes of providing the Services;

25.4.2 process only the types of Personal Data, relating to the categories of Data Subjects, and in the manner required to deliver the Services, and in the manner agreed by the parties;

25.4.3 take all measures required by Article 32 of the GDPR and/or any CPI policies to ensure the security of the Personal Data;

25.4.4 take reasonable steps to ensure the reliability of any staff who may have access to the Personal Data, and their treatment of the Personal Data as confidential;

25.4.5 not transfer the Personal Data to any country outside the European Economic Area (EEA) without the prior written consent of CPI;

25.4.6 not permit any third party to Process the Personal Data without the prior written consent of CPI, such consent to be subject to the Supplier meeting the conditions set out in Article 28 (2) and (4) of the GDPR;

25.4.7 promptly notify CPI of any communication from a Data Subject regarding the Processing of their Personal Data, or any other communication (including from a supervisory authority) relating to either party's obligations under the Data Protection Laws in respect of the Personal Data;

25.4.8 immediately upon becoming aware, and in any case within 24 hours, notify CPI of any Personal Data Breach, such notice to include all information reasonably required by CPI to comply with its obligations under the Data Protection Laws;

25.4.9 permit CPI, on reasonable prior notice, to inspect and audit the facilities and systems used by the Supplier to Process the Personal Data, the technical and organisational measures used by the Supplier to ensure the security of the Personal Data and any and all records maintained by the Supplier relating to that Processing;

25.4.10 provide any assistance reasonably requested by CPI in relation to (i) any communication received under condition 25.4.7, as well as any similar communication received by CPI directly; (ii) any Personal Data Breach, including by taking any appropriate technical and organisational measures reasonably requested by CPI; and (iii) any data protection impact assessments and prior consultations required under Articles 35 and 36 GDPR;

25.4.11 cease Processing the Personal Data immediately upon the termination or expiry of these Terms and at CPI's option either return, or securely delete the Personal Data.

25.5 Further information in relation to the nature and purpose of Processing, the type of Personal Data Processed and the obligations of CPI can be found in CPI's Privacy Policy (available https://www.uk-cpi.com/legal/privacy/).

26. PARTNERSHIP

26.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

25 THIRD PARTY RIGHTS

25.1 With the exception of the members of CPI's Group, a person who is not a party to the Contract shall not have any rights to enforce its terms.

25.2 All rights conferred under the terms of the Contract may be enforced by any member of CPI's Group that is relying upon them.

26. GOVERNING LAW AND JURISDICTION

26.1 These Conditions and the Contract incorporating them shall be governed by and construed in accordance with the law of England.

26.2 In the event of a dispute between the parties, CPI shall (at its sole discretion) decide whether to have the matter finally resolved under Conditions 26.3 and 26.4. In all other circumstances the parties submit to the exclusive jurisdiction of the English courts.

26.3 All disputes arising out of or in connection with these Conditions (or the Contract made pursuant to these Conditions), which are referred to arbitration under Condition 26.2, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

26.4 It is agreed that in relation to any dispute referred to arbitration under Condition 26.2:

26.4.1 the tribunal shall include at least one arbitrator who is an expert in the purchasing and use of the Goods and/or Services that are in dispute; and

26.4.2 the place of arbitration shall be Newcastle-upon-Tyne, England; and

26.4.3 the language of arbitration shall be English; and

26.4.4 each party shall bear the costs of arbitration as directed by the arbitrators.