

Dated

March 2018

(1) THE FRANCIS CRICK INSTITUTE LIMITED

(2)

CONTRACT FOR PROVISION OF SERVICES

INTERNAL LOGISTICS & PORTERAGE SERVICES

SERVICES AGREEMENT

CONTRACT FOR PROVISION OF SERVICES

THIS SERVICES AGREEMENT is made on this..... day of March 2018

BETWEEN

1. THE FRANCIS CRICK INSTITUTE LIMITED, a registered Crick in England and Wales no. 1140062 and a company registered in England and Wales no 6589905 whose registered address is 1 Midland Road, London NW1 1AT (“the Crick”) and
2. _____ a company registered in England and Wales no. _____ whose registered address is _____, (“the Service Provider”)

(together, the “Parties” and each a “Party”)

Definitions

1. The following definitions apply

“Agreement”	means this agreement together with the schedules
“Confidential Information”	means any oral or written information (whether of a technical, operational, administrative, financial, business or intellectual property nature or otherwise), relating to the Crick, it’s business, trade secrets, operations or processes, or concerning it’s organisation, business, finances, transactions or its suppliers and customers;
“Costs”	means the costs to be charged by the Service Provider in return for the Services;
“Crick’s Representative”	means the person identified to the Service Provider’s Representative in writing.
“Intellectual Property Rights”	means patents, registered designs, trademarks and service marks (whether registered or not), copyright, design right, and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programs, semiconductor topographies, trade secrets, confidential information, business names, goodwill, the style of presentation of goods or services and in applications for protection thereof;

- “the Representatives”** means together the Crick’s Representative and the Service Provider’s Representative;
- “Service Provider’s Key Personnel”** means those persons agreed with the Crick’s Representative as suitably qualified to deliver the Services;
- “Service Provider’s Representative”** means the person identified to the Crick’s Representative in writing;
- “Services”** means the services to be performed by the Service Provider agreed in accordance with **Annexe 1**;

- 1.1 References to clauses are unless otherwise stated to clauses of this Agreement.
- 1.2 References in this Agreement to statutory provisions will be construed as references to those provisions as respectively replaced or amended or re-enacted from time to time.
- 1.3 Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated.
- 1.4 The headings to the clauses are for convenience only and have no legal effect.

Services

2. The Crick hereby engages the Service Provider to provide and the Service Provider agrees to provide internal logistics and portorage services set out in Annex 1 under the terms and conditions set out in this Agreement.

Appointment & Term

3. The following shall apply:
- 3.1 The Crick hereby appoints the Service Provider and the Service Provider hereby agrees to act as the non-exclusive Service Provider to the Crick to carry out the Services. The Crick may appoint others at any time if the Crick is dissatisfied with the range or quality of service being provided by the Service Provider. If other appointments are made the Crick will inform the Service Provider of the identity of those appointments and nature of the work they are to undertake.
- 3.2 Notwithstanding the date of this Agreement, this Agreement will be deemed to commence on _____ (Start Date) *(date to be confirmed after contract award)* and will have a term of 2 (two years) with an option to extend for a further term of 2 (two) years unless terminated under clause 19.

Standard of Work

4. In providing the Services to the Crick, the Service Provider:
- 4.1. warrants that it has the necessary knowledge and expertise to perform the Services;

- 4.2. warrants that it will exercise reasonable skill, care, and diligence and will apply the professional standards expected of a company of its type and size.
- 4.3. the Services will be provided in accordance with all applicable legislation from time to time in force and the Service Provider will inform the Crick as soon as they become aware of any changes in that legislation.
- 4.4. warrants and represents to the Crick that it will not be in breach of any obligation binding upon it by reason of it entering into this Agreement and that it has full knowledge and understanding of the Services required.
- 4.5. will work and co-operate with the Crick's personnel and with any other Service Providers who may be appointed for whatever purpose by the Crick;
- 4.6. The express obligations and warranties made by the Service Provider in the Agreement are in place of and to the exclusion (to the fullest extent permitted by law) of any other warranty, condition, term, representation or undertaking of any kind, express or implied, statutory or otherwise, including (without limitation) as to the condition, performance, fitness for purpose or satisfactory quality of the Services or any part thereof.

Obligations of the Crick

5. The following will apply;
 - 5.1. Throughout the period of this Agreement, the Crick shall afford the Service Provider access to the Crick's premises, the Crick's information, drawings, records and other material relevant to the project as the Service Provider may reasonably require to provide the Services. Further the Crick will:
 - 5.1.1. advise the Service Provider of the rules and regulations which include rules governing security, health and safety which are then in force for the conduct of personnel at the Crick's premises;
 - 5.1.2. make available appropriate personnel to liaise with the Service Provider.

Other Work

6. Subject to the provisions of clause 7, the Service Provider will not be precluded from providing its services on a similar or other capacity to any other persons provided that such services do not interfere with its obligations under this Agreement.

Personnel

7. The following will apply;
 - 7.1. The Service Provider will ensure the Service Provider's Key Personnel will remain dedicated to delivering the Services (subject to incapacity through illness or injury) for the duration of this Agreement.
 - 7.2. If any of the Service Provider's Key Personnel are for reasons of illness or injury unable to temporarily or permanently continue with the Services a substitute will be found either by

the Service Provider within 10 (ten) working days and then agreed with the Crick's Representative.

- 7.3. No changes in the Service Provider's Key Personnel will be made without the prior written consent of the Crick's Representative. Such consent not to be unreasonably withheld.
- 7.4. The Service Provider will, within 14 (fourteen) days from the Crick's written demand, change any member of the Service Provider's Key Personnel if the Crick is not reasonably satisfied with the quality of that person's performance.
- 7.5. The Service Provider agrees that, when required by the Crick, they will submit any person employed by the Service Provider or its Contractors to the Crick's security vetting procedure. The Service Provider further agrees that unless the Crick agrees otherwise in writing any individual who refuses to submit to such vetting procedure or who does not attain the requisite clearance will not carry out any work on the Services supplied under the Contract.
- 7.6. The Service Provider agrees that all personnel performing the Services on the Service Provider's behalf for the Crick will be its employees and that under their contract of employment any intellectual property rights arising out of or relating to work done by the person for the Service Provider will vest in the Service Provider and that employees will have no title, right or interest whether legal or beneficial in any such Intellectual Property Rights.
- 7.7. For the avoidance of doubt any obligation under this Agreement that applies to the Service Provider will also apply to the Service Provider's employees, agents and representatives.

Contract Management & Key Performance Indicators (KPI's)

8. The following will apply;
 - 8.1. 30 (thirty) days after the Start Date, the Service Provider will submit the proposed contract management strategy to the Crick for review and approval. The strategy will, as a minimum contain the following:
 - 8.1.1. Contract governance structure;
 - 8.1.2. Agenda, dates and attendees of weekly, monthly operational meetings;
 - 8.1.3. Agenda, dates and attendees of quarterly governance meetings;
 - 8.1.4. Agenda, dates and attendees of annual review meetings
 - 8.1.5. Reports to be generated.
 - 8.2. The Service Provider's performance will be measured against Key Performance Indicators (KPIs) and associated criteria which will be mutually agreed upon by the Parties within 6 (six) weeks after the Start Date, and thereafter as mutually agreed by both Parties. The KPIs will be subject to periodic review. If Service Provider is required to implement additional measurement and monitoring tools for KPIs requested by Crick, such addition will be added in accordance with the provisions of Clause 21.4 of the Agreement.

Remuneration and Expenses

9. The following will apply;

- 9.1. The Service Provider will be paid the fees set out in Annex 2, which will be inclusive of all expenses and disbursements.
- 9.2. Subject to clauses 9.3 and 9.4, in consideration of the Services the Crick will pay the Costs to the Service Provider upon satisfactory delivery of the Services.
- 9.3. The Service Provider will invoice the Crick monthly in arrears or at such intervals as agreed with the Crick's representative. Such invoice will detail:
 - 9.3.1. the purchase order number and the Services that have been provided;
 - 9.3.2. the VAT to be paid.
- 9.4. Subject to the Services being delivered to the Crick's satisfaction, the Crick will, within 30 days of receipt of correctly rendered Service Provider's invoice, pay the Costs detailed in the invoice.
- 9.5. No other monies outside of the fees will be paid by the Crick.
- 9.6. The Service Provider and its personnel will account personally for their own income tax, value added tax and national insurance contributions to the appropriate authorities and where required by the Crick will provide appropriate evidence of its payment of income tax under Schedule D in accordance with the Income and Corporation Taxes Act 1988.
- 9.7. Payment by the Crick of the fees will be without prejudice to any claims or rights which the Crick may have against the Service Provider and will not constitute any admission by the Crick as to the performance by the Service Provider of its obligations hereunder. Prior to making any such payment the Crick will be entitled to make deductions or deferrals in respect of any disputes or claims whatsoever which arise against the Service Provider.

Data Protection

10. The following will apply;
 - 10.1. The Service Provider will comply with all relevant provisions of the Data Protection Act (DPA) and do nothing that causes, or may cause, the Crick to be in breach of its obligations under the DPA. In particular, to the extent that the Service Provider acts as a data processor in respect of any personal data pursuant to the Agreement, the Service Provider will only process such personal data to the extent necessary to enable it to provide the Services.
 - 10.2. The Service Provider warrants that it has appropriate technical and organisational procedures in place to protect any personal data it is processing as part of the Services against any unauthorised or unlawful processing and against any accidental disclosure, loss, destruction or damage and undertakes to maintain such measures during the course of the Contract. The Service Provider will also take all reasonable steps to ensure the suitability of its staff having access to any such personal data.
 - 10.3. When requested by the Crick and at its own expense, the Service Provider will, promptly assist the Crick to comply with any subject access request the Crick receives pursuant to section 7 of the DPA.

- 10.4. The Service Provider will promptly carry out any request from the Crick requiring it to amend, transfer or delete any personal data being processed by the Service Provider as part of the Services.
- 10.5. Subject to the monetary cap in clause 11 below, the Service Provider indemnifies the Crick against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against the Crick by any person in respect of the DPA or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation non-compliance or negligence on the part of the Service Provider or its employees, Service Providers, agents or sub-contractors.

Limitations of Liability

11. The following will apply;
 - 11.1. Prior to exercising any rights available to it, the Crick agrees to give the Service Provider a reasonable opportunity to remedy any breach by the Service Provider of its obligations under the Agreement.
 - 11.2. Nothing in the Agreement excludes or limits either party's liability to the other that cannot lawfully be excluded or limited including, without limitation, liability for death or personal injury caused by negligence.
 - 11.3. Subject to clause 11.2, each party limits its liability to the other for physical damage or loss to the other's tangible property which is caused by the negligence of the first party or its employees to an aggregate maximum amount of £2,000,000.00
 - 11.4. Subject to clauses 11.2, 11.3 and 11.5, each party's total liability (howsoever arising) in connection with the Services (or any part thereof) or otherwise arising in connection with the Agreement (and in each case whether in contract, tort (including negligence or breach of statutory duty), under an indemnity or otherwise howsoever arising) will not exceed in aggregate an amount equivalent to the total fees paid or payable to the Service Provider in respect of the Services. The limitations in this clause 11.4 and in clause 11.5 will not apply to the Service Provider's non-performance, in whole or in part, of its payment obligations pursuant to the Agreement.
 - 11.5. Subject to clause 11.2, neither party will be liable (whether in contract, tort (including negligence or breach of statutory duty), under an indemnity or otherwise howsoever arising)
 - 11.5.1. for business interruption, loss of profits, loss of production, loss of or corruption to data, loss of or corruption to software, loss of business, loss of revenue, loss of operation time, loss of goodwill or reputation, loss of anticipated savings, loss of competitive advantage, loss of opportunity, wasted management time or any claims by third parties, in each case whether direct or indirect, or
 - 11.5.2. for any special, indirect, incidental, punitive or consequential loss, damage, cost or expense.
 - 11.6. Subject to clause 11.2, any action by either party against the other relating to or arising out of the Agreement must be brought within 2 (two) years after the aggrieved party became aware of (or should reasonably have become aware of) the cause of action, failing which the alleged wrongdoer will be discharged of any liability with respect to such claim.

Intellectual Property

12. The following will apply;
 - 12.1. All Intellectual Property Rights owned by each Party will remain the exclusive property of that Party (or, where applicable, the third party from whom the Party has derived its right to use the background Intellectual Property Rights).
 - 12.2. Where, in connection with the provision of the Services, the Service Provider uses any materials in which the Service Provider owns the copyright, the Service Provider will grant the Crick a perpetual, non-exclusive, royalty free licence to use, maintain and support such materials.
 - 12.3. The Service Provider will use reasonable endeavours to obtain all necessary licences and permits to use third party materials which he wishes to use or make available in the course of performing the Services and the Service Provider will use reasonable endeavours to procure that any licences for third party materials are perpetual and contain terms that will allow the Crick on termination of this Agreement to continue to use, maintain and support such third party materials
 - 12.4. The Service Provider will defend, indemnify and hold harmless, at its expense, any third party claim against the Crick that any deliverable provided by the Service Provider infringes a UK copyright, and the Crick will defend, indemnify and hold harmless the Service Provider and its directors, shareholders and employees and the Service Provider's Affiliates from and against any and all claims made by third parties for infringement of their Intellectual Property Rights for damages, losses, expenses or costs (including legal fees and expenses) arising out of or in connection directly or indirectly with the Crick's use, modification or combination of the deliverables, provided that the indemnified Party,
 - 12.4.1. allow the indemnifying Party conduct of the defence of such claim, including any settlement,
 - 12.4.2. makes no admission of liability or other prejudicial statement and does not agree to any settlement or compromise,
 - 12.4.3. notifies the indemnifying Party promptly of any claim and
 - 12.4.4. at the indemnified Party's expense, gives the indemnifying party all reasonable assistance in connection with the defence of the claim.
 - 12.5. In the event that any damages are finally awarded against the indemnified Party in respect of such a claim, or are agreed by the indemnifying Party in final settlement, these will, subject to clauses 11.2, 11.3, 11.4, 11.5 and 11.6, be paid by the indemnifying Party.

- 12.6. Where the Service Provider is the indemnifying Party, this indemnity will not apply if the infringement is the result of
- 12.6.1. the Crick's modification or misuse of the relevant deliverable, or
 - 12.6.2. providing such deliverable to a third party, or
 - 12.6.3. the Crick's failure to use enhancements or modifications offered by the Service Provider to avoid infringement, or
 - 12.6.4. the use of the deliverables in association or combination with any other product, or
 - 12.6.5. the Service Provider having followed a design, specification and/or instruction given by the Crick.
- 12.7. If any deliverable is or in the Service Provider's opinion is likely to be, held to be infringing a UK copyright, the Service Provider may at its expense and option either
- 12.7.1. procure the right for the Crick to continue using it,
 - 12.7.2. replace it with a non-infringing equivalent,
 - 12.7.3. modify it to make it non-infringing or
 - 12.7.4. direct the return of the deliverable and refund to the Crick the fees paid for such deliverable less a reasonable amount for the Crick's use of the deliverable up to the time of return.
- 12.8. The Parties will use all reasonable endeavours to mitigate the losses they suffer as a result of a third party claim for infringement referred to in clause 12.3. This indemnity constitutes the Party's sole and exclusive remedy and entire liability with respect to any part of the Services and/or deliverables infringing any third party Intellectual Property Rights of any kind.

Liability and Insurance

13. The following shall apply;
- 13.1. The Service Provider will indemnify the Crick fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any death or personal injury or loss of or damage to property or financial loss, to the extent caused by any negligence or default arising by any act or omission by the Service Provider, its staff, subcontractors, agents or representative, or anyone acting on their behalf, during the performance of the contract.

- 13.2. During the term of the Agreement, the Service Provider will maintain in force with a reputable insurance company or companies a policy or policies of insurance providing an adequate level of cover in respect of all liabilities which may be incurred by the Service Provider its Staff, agents, sub-contractors or representatives, arising out of the Service Provider's performance of the Contract, in respect of death or personal injury, or loss of or damage to property. Such policies shall include Professional Indemnity cover which will cover any financial loss arising from any advice given or omitted to be given by the Service Provider. As a minimum, £5,000,000.00 in respect of each claim without limit to the number of claims.
- 13.3. The Service Provider will hold Cricks Liability insurance in respect of Staff in accordance with any legal requirement for the time being in force. As a minimum, £10,000,000.00 in respect of each claim without limit to the number of claims.
- 13.4. The Service Provider will produce to the Crick's Representative, when requested, copies of all insurance policies referred to in this Clause or other evidence confirming the existence and extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 13.5. The terms of any insurance or the amount of cover will not relieve the Service Provider of any liabilities under the Contract. It will be the responsibility of the Service Provider to determine the amount of insurance cover that will be adequate to enable the Service Provider to satisfy any liability referred to in this contract, provided that it's public liability insurance is not less than £1,000,000.00

Confidentiality

14. Except in so far as matters are properly in, or come into, the public domain, the Parties agree to keep confidential all matters contained in this Agreement, and the Service Provider further agrees to keep confidential all matters relating to the research or the affairs of the Crick, and not disclose any such matters to any person unless otherwise expressly provided by this Agreement; or unless he is ordered to do so by a court of competent jurisdiction.

Business Continuity and Disaster Recovery (BCDR)

15. The following will apply:
 - 15.1. The Service Provider should ensure that a business continuity and disaster recovery (BCDR) plan is created within 30 (thirty) days of the Start Date and this is agreed formally and signed off by the Crick.
 - 15.2. The Service Provider will ensure that it is able to implement the BCDR Plan at any time in accordance with its terms.

- 15.3. The Service Provider will establish and/or maintain its own internal processes and procedures with respect to the identification of any threats or risks to the provision of the Services, how such threats and risks may be mitigated and how the provision of the Services may be maintained in the event of any such identified threats or risks materialising.
- 15.4. The Service Provider will notify the Crick as soon as possible after the Service Provider deems a Services outage to be a Disaster. The Service Provider will co-ordinate all the activities required to reinstate the Services to minimise the impact to operations at the Crick.

Transfer of Services and TUPE

16. The following will apply;
 - 16.1. Where following the performance or termination of the contract the Crick intends to acquire services similar to the Services either by performing them itself or by the appointment of a replacement service provider, the Service Provider (assuming it does not successfully tender for the work) will use all reasonable endeavours to ensure that the transition is undertaken with the minimum of disruption to the Crick.
 - 16.2. The Service Provider will co-operate fully during the transition period and provide full access to all non-confidential data, documents, manuals, working instructions, reports or other information which the Crick considers it necessary to see.
 - 16.3. In addition to the legal obligation to provide “employee liability information” under regulation 11 of TUPE the Service Provider will, in respect of any person at that time employed by it and assigned to the economic grouping of employees working on the Contract, provide the Crick with information equivalent to employee liability information whenever requested to do so in writing by the Crick (provided that the Crick will not make such a request more than once in any 6-month period).

Relationship between parties

17. The following will apply;
 - 17.1. Nothing in this Agreement will be construed as constituting a partnership between the Parties or as constituting either Party as the agent or employee of the other for any purpose.
 - 17.2. At no time will the Service Provider represent himself/herself as an employee of the Crick.
 - 17.3. The Service Provider is not entitled to the benefit of any employment contract rights granted to employees of the Crick nor to participate in any of the Crick’s grievance and disciplinary procedures.

- 17.4. Save as expressly specified in writing, the Service Provider will not hold himself/herself out as an agent of the Crick, and will not have any authority to act on behalf of the Crick, to conclude any contracts or incur any obligations or liability on behalf of or binding upon the Crick or to sign any document on the Crick's behalf.

Assignment of Interest

18. The Service Provider may not sub-contract, assign, transfer, mortgage or part with this Agreement or any of its rights, duties or obligations under this Agreement without prior written consent from the Crick.

Termination

19. The following will apply:
- 19.1. Notwithstanding Clause 3, either Party shall be entitled to terminate this Agreement with immediate effect, but without prejudice to any other rights or remedies the other Party may have, if the other Party;
- 19.1.1. commits a serious breach of the terms of this Agreement which the breaching Party fails to remedy within 10 (ten) days of receipt of written notice from the other Party specifying the breach and requesting specific remedy;
- 19.1.2. has a receiving order made against him/her, or makes arrangement with his creditors.
- 19.2. Notwithstanding Clause 3, the Crick shall be entitled to terminate this Agreement with immediate effect, but without prejudice to any other rights or remedies the Crick may have, if the Service Provider;
- 19.2.1. persistently neglects, fails or refuses for whatever reason to perform the Services which are to be provided under this Agreement;
- 19.2.2. becomes unfit to perform the Services under this Agreement or incapable of performing them adequately for a consecutive period of 5 (five) days; or
- 19.3. The Crick may terminate this Agreement by giving the Service Provider 30 (thirty) days prior written notice without establishing any breach of contract by the Service Provider. In this event, the Crick will pay the Service Provider the proportion of the fees which relate to work properly and necessarily carried out up until the expiry of the notice but the Crick will not be liable for any other loss or expense suffered by the Service Provider.
- 19.4. In the event if the termination of this Agreement under Clause 19.1 or 19.2; the Crick will only be liable to the Service Provider in respect of fees and expenses in accordance with the terms of this Agreement up to the effective date of termination.
- 19.5. On the expiry or termination of this Agreement (however arising); the Service Provider will deliver up to the Crick all documents, formulae, papers, drawings software, data, specifications, reports, notes, presentations, programs, portfolios, equipment, materials of any sort, identity cards, keys, etc.; which were furnished by the Crick, or which were prepared by or on behalf of the Crick, in the course of providing the Services under this Agreement.

- 19.6. The obligations of the Parties under Clause 10, 12 and 14 shall survive the expiry or termination of this Agreement (for whatever reason).

Dispute Resolution

20. The following will apply:
- 20.1. The Parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the Parties, who have authority to settle the same.
- 20.2. If the matter is not resolved by negotiation within 30 days of receipt of a written 'invitation to negotiate', the Parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure, or in default of agreement, through an ADR procedure as recommended to the Parties by the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators.
- 20.3. If the matter has not been resolved by an ADR procedure within 60 days of the initiation of that procedure, or if any Party will not participate in an ADR procedure, the dispute may be referred to arbitration by any Party. The seat of the arbitration shall be England and Wales. The arbitration shall be governed by both the Arbitration Act 1996 and Rules as agreed between the Parties. Should the Parties be unable to agree on an arbitrator or arbitrators, or be unable to agree on the Rules for Arbitration, any Party may, upon giving written notice to other Party, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators for the appointment of an Arbitrator or Arbitrators and for any decision on rules that may be necessary.
- 20.4. Nothing in this clause shall be construed as prohibiting a Party or its affiliate from applying to a court for interim injunctive relief.

Miscellaneous

21. The following will apply:
- 21.1. This Agreement, together with the Annexes; constitutes the entire Agreement between the Parties and cancels and is in substitution for all previous letters and oral and written Agreements relating to the subject matter of the Agreement between the Crick or any of its officers and the Service Provider.
- 21.2. If any provision of this Agreement will be held void or unenforceable in whole or part by any court or other competent authority, the remaining provisions and the remainder of the provisions affected will remain in full force and effect.
- 21.3. This Agreement is governed and is to be construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of English Courts as regards any claim or matter arising out of this Agreement.
- 21.4. No variation of any provision of this Agreement will be effective unless it is agreed in writing by the Representatives.

- 21.5. Any notice required to be given under the contract will be in the case of notice to the Crick be deemed duly served if left at or sent by registered or recorded delivery post to the Crick's Company Secretary and in the case of notice to the Service Provider if handed to the Service Provider's Representative personally or left at or sent by first-class registered or recorded delivery post to the Service Provider's address. Any such notice will be deemed to be served at the time when the same is handed or left at the address of the Party to be served and if served by post on the day (not being a Sunday or public holiday) next following the day of posting.
- 21.6. In proving the giving of a notice it shall be sufficient to prove that the notice as left or that the envelope containing such notice was properly addressed and posted.
- 21.7. This Agreement does not create any right enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999, but this Clause does not affect any right or remedy of any third party which exists or is available apart from that Act.
- 21.8. The Service Provider consents to the Crick holding and processing data relating to him/her for legal, personnel, administrative and management purposes and in particular the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 in relation to him/her.
- 21.9. The Service Provider shall not use the name, any adaptation of the name, any logo, trademark or other device of "The Francis Crick Institute Limited" or any part of it, in any advertising, promotional or sales materials without the prior written consent of the Crick.

AGREED by the Parties through their authorised signatories:

Signed by: **DR SAMANTHA BARRELL, CHIEF OPERATING OFFICER**

For and on behalf of: **THE FRANCIS CRICK INSTITUTE LIMITED**

Date: _____

Signed by _____

For and on behalf of: _____

Date: _____

ANNEX 1

“The Services”

The Services are:

- 1.1 Receiving deliveries;
- 1.2 Banksman duties directing vehicles within the loading bay;
- 1.3 Goods receipting;
- 1.4 Distributing goods / mail to agreed handover points (interaction with Science and non-Science groups);
- 1.5 Transporting paper supplies and refilling of printers / copiers;
- 1.6 Waste management and processing in Biological Research Facility (BRF) Waste Room, loading bay and Clinical Waste Room (including the use of an autoclave - training provided);
- 1.7 Handling and transport of hazardous materials including replenishing dry ice supplies;
- 1.8 Stock counting using Spirit Logistics Services;
- 1.9 Processing courier / mail deliveries using internal logistics Services;
- 1.10 Managing continuous supply in BRF Bedding Dispensary;
- 1.11 Packing and dispatch of selected outgoing items;
- 1.12 Operation of fork-lift truck & other MHE (training will be provided);
- 1.13 Maintaining the working environment through general housekeeping
- 1.14 Assist Porters (Housekeeping team) as and when required

ANNEX 2

the Fees

2.1 The total fees for the Services will be:

To be completed at contract award based on the details from successful bid.