

Schedule 1 - Contract including Order Form and Short Form Conditions

Order Form

1. Contract Reference	TAVI3119 Spaceflight UK Launch Insurance Policy and Re-entry Risk	
2. Date	12 December 2023	
3. Buyer	Department for Transport Great Minster House 33 Horseferry Road London SW1P 4DR	
4. Supplier	Bryce Space and Technology Limited Friary Court 13-21 High Street Guildford United Kingdom GU1 3DL	
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and associated Schedules</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
6. Deliverables	Services	As outlined in Schedule 2 Specification.
7. Specification	The specification of the Deliverables is as set out Schedule 2, incorporating Schedule 6 Bidder Response and Schedule 5 Pricing Schedule.	

8. Term	<p>The Term shall commence on</p> <p>12 December 2023</p> <p>and the Expiry Date shall be</p> <p>5 April 2024</p> <p>unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The terms and conditions of the Contract shall apply throughout any such extended period.</p>
9. Charges	<p>The Charges for the Deliverables shall be as set out within Schedule 2 Specification, Schedule 5 Pricing Schedule and Schedule 6 Bidder Response.</p>
10. Payment	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>Suppliers must be in possession of a written purchase order (PO), before commencing any work under this contract. The Purchase Order Number for this contract is: [REDACTED]</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section:</p> <p>[REDACTED]</p>

11. Buyer Authorised Representative(s)	For general liaison your contact will continue to be <div style="background-color: black; height: 15px; width: 100%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 15%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 30%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 15%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 20%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 80%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 15%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 30%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 15%; margin-bottom: 5px;"></div>		
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14. Procedures and Policies	<p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such</p>		

	conviction a " Relevant Conviction "), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.
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Signed for and on behalf of the Supplier		Signed for and on behalf of the Buyer	
Name:		Name:	
			
Date:		Date:	
			
Signature:		Signature:	
			

[Schedule 2 – Specification]

[Schedule 5 – Pricing Schedule]

[Schedule 6 – Bidder Response]

Short form Terms

1. Definitions used in the Contract

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

"Buyer"	means the person identified in the letterhead of the Order Form;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"Central Government Body"	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">a) Government Department;b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c) Non-Ministerial Department; ord) Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contract"	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes;
"Controller"	has the meaning given to it in the GDPR;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the

	processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deliver"	means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements. Delivered and Delivery shall be construed accordingly;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"GDPR"	the General Data Protection Regulation (Regulation (EU)

2016/679);

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

"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Purchase Order Number"	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Storage Media"	means the part of any device that is capable of storing and retrieving data;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Term"	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause [] or terminated in accordance with the terms and conditions of the Contract;

"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

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

3. How the Contract works

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.

- 3.3 The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.
- (b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.

- (k) The Buyer can cancel any order or part order of Goods which has not been delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- (m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its [sub-suppliers].

4.3 Services clauses

- (a) Late delivery of the Services will be a default of the Contract.
- (b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.
- (c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- (i) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.
- 5.2 All Charges:
- (a) exclude VAT, which is payable on provision of a valid VAT invoice;
 - (b) include all costs connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6. The Buyer's obligations to the Supplier

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

- (b) demonstrates that the failure only happened because of the Buyer Cause;
- (c) mitigated the impact of the Buyer Cause.

7. Record keeping and reporting

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.
- 7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (a) tell the Buyer and give reasons;
 - (b) propose corrective action;
 - (c) provide a deadline for completing the corrective action.
- 7.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
 - (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand
 - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

8. Supplier staff

- 8.1 The Supplier Staff involved in the performance of the Contract must:
 - (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Buyer in the Order Form;

- (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:
 - (a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

9. Rights and protection

- 9.1 The Supplier warrants and represents that:
 - (a) it has full capacity and authority to enter into and to perform the Contract;
 - (b) the Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
 - (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
 - (g) it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:

- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
 - (b) non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:
- (a) receive and use the Deliverables;
 - (b) use the New IPR.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;
 - (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

- 11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.
- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

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

11.4 When the Buyer can end the Contract

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
- (i) there's a Supplier Insolvency Event;
 - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
 - (v) if the Buyer discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
 - (vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

11.5 What happens if the Contract ends

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

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
- (b) the Buyer's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

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

11.7 Partially ending and suspending the Contract

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

- (b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:
 - (i) reject the variation;
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

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

13. Obeying the law

- 13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
 - (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at

(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;

- (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
- (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
- (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.

13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32

13.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations

14. Data protection

14.1 The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six Months.

14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.

14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.

14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;
 - (b) restore the Government Data itself or using a third party.
- 14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.
- 14.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).
- 14.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.
- 14.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:
 - (a) a systematic description of the expected processing and its purpose;
 - (b) the necessity and proportionality of the processing operations;
 - (c) the risks to the rights and freedoms of Data Subjects;
 - (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.
- 14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 14.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
 - (a) are aware of and comply with the Supplier's duties under this clause 14;
 - (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
 - (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

14.16 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

- (a) it has obtained prior written consent of the Buyer;
- (b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
- (f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.

14.17 The Supplier must notify the Buyer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
- (f) becomes aware of a Data Loss Event.

14.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.

14.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:

- (a) full details and copies of the complaint, communication or request;
- (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

- (c) any Personal Data it holds in relation to a Data Subject on request;
 - (d) assistance that it requests following any Data Loss Event;
 - (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.
- 14.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:
- (a) is not occasional;
 - (b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
 - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.
- 14.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
- (a) notify the Buyer in writing of the intended Subprocessor and processing;
 - (b) obtain the written consent of the Buyer;
 - (c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
 - (d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.
- 14.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 14.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:
- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
 - (b) ensure it complies with guidance issued by the Information Commissioner's Office.
- 14.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.
- 14.26 The Supplier:

- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it;
- (e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

- 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament;
 - (e) under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) comply with any Freedom of Information Act (FOIA) request;
 - (b) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

17. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as

much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

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

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

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

20.3 Where a Party terminates under clause 20.2:

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

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

23.1 The Supplier cannot assign the Contract without the Buyer's written consent.

23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment;
 - (c) the duration of their appointment.

24. Changing the contract

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

25. How to communicate about the contract

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

26. Preventing fraud, bribery and corruption

- 26.1 The Supplier shall not:
- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
 - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.
- 26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in

connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

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

27. Equality, diversity and human rights

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

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
- (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

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

28. Health and safety

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

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

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

29. Environment

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

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

30. Tax

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

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

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

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

- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

31. Conflict of interest

31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.

- 31.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
- 31.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

32. Reporting a breach of the contract

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

33. Resolving disputes

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

34. Which law applies

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

Schedule 2 Specification

Spaceflight UK Launch Insurance Policy and Re-entry Risk

1. DEFINITIONS

1.1 For the purposes of this document, the following definitions apply:

- Change Control Process means the process within Clause 24. Changing the Contract of Schedule 1 Draft Order Form and Short Form Conditions.
- Civil Aviation Authority (CAA) is the spaceflight regulator in the United Kingdom appointed under the Space Industry Act 2018.
- Civil Aviation means one of two major categories of flying, representing all non-military and non-state aviation, both private and commercial.
- Commercial Aircraft means a plane that carries passengers or goods, rather than a military aircraft.
- Controlled or Uncontrolled Launch Vehicle Debris (also known as 'space debris', 'space junk', 'space pollution', 'space waste', 'space trash', 'space garbage', or 'cosmic debris') means defunct human-made objects in space which no longer serve a useful function (and for the purposes of the study, includes failed launches).
- The Department for Transport (DfT) is responsible for ensuring the Space Industry Act 2018 and Space Industry Regulations 2021 provide a modern legal framework that is internationally competitive and will support innovation and growth in the UK space sector. It will ensure that new spaceflight activities regulated under these provisions by the CAA are safe and provide the right opportunities for industry.
- Launch has the meaning given in Section 69 (2) of the Space Industry Act 2018.
- Launch Operator has the meaning given in Regulation 2 of the Space Industry Regulations 2021.
- Licensing Process is the process by which the CAA assesses a licence application for spaceflight and associated activities in the UK under the Space Industry Act 2018.
- Life expired means a piece of equipment that is worn out, outdated or at the end of its useful life.
- Modelled Insurance Requirement (MIR) is the methodology that the Regulator will use for determining the amount of insurance which will be included as a licence condition in the launch operator licence.
- NOTAM is a Notice to Airmen It contains information concerning the establishment, condition or change in any aeronautical facility, service, procedure, or hazard, that is essential to those involved in aviation. Further details of the NOTAM system are in the UK AIP section GEN 3.1 (available on the [NATS AIS website](#)) and in the [UK NOTAM Guidance Material](#). Spacecraft has the meaning given in Section 2(6) of the Space Industry Act 2018.
- The United Kingdom Space Agency (UKSA) is an executive agency, sponsored by the Department for Science, Innovation and Technology.

2. PURPOSE

- 2.1 The Department for Transport (DfT), acting on behalf of the UK Government, is seeking to appoint a Supplier to deliver the following two separate workstreams outlined in this Schedule 2 Statement of Requirements.
- 2.2 The Supplier needs to carry out analysis for both workstreams, and provide one Final Report, detailing the outcome of each workstream, and if there are any crossovers between them.

Workstream 1: Upper Insurance and Liability Caps

- 2.3 The Supplier must conduct analysis and provide a Report that will inform the feasibility of simplifying the licensing of Launch activities from UK spaceports through the application of a pre-defined upper cap on insurance and liability (or pre-defined upper caps for different classes of Launch vehicle) whilst maintaining appropriate levels of risk sharing between His Majesty's Government (HMG), industry and the wider public. The DfT wants to improve its understanding of risk posed by Launches from UK spaceports, and build its evidence base on what the likely maximum amounts of insurance and liability might arise through using the MIR methodology to calculate insurance. It would otherwise take several years to accrue such an evidence base through the licensing of launches.
- 2.4 The Report should also benefit early prospective Launch Operators by indicating the likely upper level of their insurance costs and liability ahead of the detailed calculations that will be performed during the Licensing Process.
- 2.5 The detailed requirements for Workstream 1 are set out in Section 5 and the associated Key Milestones are set out in Section 7 below.

Workstream 2: Re-Entry Risk Study

- 2.6 The DfT is also interested to understand the potential safety risk to civil aviation, particularly commercial aircraft, and civil airports from debris from either spacecraft which are life expired or controlled and uncontrolled launch vehicle debris as a result of UK and other launches now and in the future. The Report must incorporate this analysis, plus any potential mitigations that may be applied.
- 2.7 The detailed requirements for Workstream 2 are set out in Section 5 and the associated Key Milestones are set out in Section 7 below.

3. BACKGROUND TO THE CONTRACTING AUTHORITY

- 3.1 The contracting authority is the DfT, which is the government department responsible for delivering the following priority outcomes:
- Improving connectivity across the UK and growing the economy by enhancing the transport network, on time and on budget,
 - Increasing the global impact of the UK, boosting our influence and maximising trade.
- 3.2 The National Space Strategy (NSS) defines the DfT's role as "ensuring the Space Industry Act 2018 and Space Industry Regulations 2021 continue to provide a modern legal framework that is internationally competitive and will

support innovation and growth in the UK space sector. It will ensure that new spaceflight activities regulated under these provisions by the CAA are safe and provide the right opportunities for industry”.

- 3.3 The Commercial Spaceflight Team, part of the Aviation Division in DfT, is responsible for delivering policy which directly supports spaceflight launch, regulation, and compliance. This helps contribute to a safe and secure transport network. Additionally, these activities support the UK’s wider goals of tackling global challenges such as climate change, growing and levelling up the economy, and enriching the lives of people in the UK and around the world.
- 3.4 The Commercial Spaceflight Team will be contract managing the programme of work.

4. POLICY CONTEXT / OVERVIEW OF REQUIREMENTS

Workstream 1: Upper Insurance and Liability Caps

- 4.1 The Space Industry Act 2018 (SIA) and Space Industry Regulations 2021 (SIR 2021) set the legal framework for licensing Launch activities by commercial operators from UK spaceports and appoints the CAA as the UK’s spaceflight regulator.
- 4.2 The SIA is designed to support a broad range of commercial spaceflight activities – ranging from air launch of rockets from a carrier aircraft from spaceports at existing aerodromes (e.g. Virgin Orbit launch from Spaceport Cornwall on 9th January 2023), to traditional vertical sub-orbital flights for rocket testing and science to launching satellites into orbit.
- 4.3 Under UN space treaties, it is the Government of countries which host spaceflight activities, rather than launch operators, that are ultimately liable for injury or loss of life or damage to property incurred by third parties.
- 4.4 To mitigate risk to HMG arising from Launch activities by commercial operators in the UK, HMG requires launch operators to obtain insurance and indemnify HMG against third party claims. However, Government policy is that a Launch Operator’s liability and insurance requirement will be capped by condition in the licence. This is essentially a risk sharing arrangement between Launch Operator and HMG, as HMG will be responsible for any claims above the amount of liability and insurance specified in the Launch Operator’s licence.
- 4.5 HMG needs to cap operator liability because market evidence is that it is not possible for spaceflight operators to obtain insurance for unlimited liability. Even if they could, there is an international market for launch – so the UK must have a competitive offer to attract Launch Operators to UK spaceports. Existing launching states, such as the US, France, Japan, New Zealand, cap Launch Operator liability. How they do this varies. France set a flat rate €60m cap on liability and insurance for all launches, regardless of rocket type or size, from French Guiana. Whereas the US regulator calculates a bespoke amount – based on the Maximum Probable Loss – which takes into account the particular risk for the launch vehicle and launch site.

- 4.6 HMG policy is that all spaceflight operators will have a cap on their liability and insurance requirement in their licence – so that no operator will face unlimited liability. Following consultation, and as set out in the [Government response](#), the liability and insurance amount for launch operators will be calculated on a case-by-case basis by the regulator using a [MIR determination process](#). This is similar to the US maximum probable loss calculation – but uses UK values. This approach was chosen because initial modelling indicated that, in most cases, the MIR approach should lead to lower insurance costs for Launch Operators compared to applying a pre-defined flat-rate approach, such as the c£50m (€60m) flat rate insurance and liability applied to in-orbit spaceflight from the UK, and the €60m flat rate applied by France for launch. However, the bespoke MIR methodology approach adds complexity to the Licensing Process particularly in comparison with using a pre-defined flat rate. In addition, Launch Operators will only know their insurance costs quite late in the Licensing Process. This is because the insurance requirement is calculated using the MIR methodology following the regulator's acceptance of the operator's safety case and detailed flight safety analysis. This creates business and investment uncertainty about cost of UK launches.
- 4.7 On 6 June 2022, DfT held a workshop with industry and the regulator to test if there was merit in reviewing policy on the setting of launch insurance – in particular, whether we should set an upper limit or cap on operator insurance and liability. In particular, to test the benefits of:
- providing more certainty up front on the maximum amount of insurance and liability that a launch licence applicant will face;
 - enabling licence applicants to opt to accept a pre-defined flat rate as their insurance requirement and liability limit (advantage, this should speed up licensing decision because the regulator would not have to calculate a bespoke requirement); or
 - allowing applicants to opt for a bespoke MIR calculated amount – if they thought this would result in lower insurance costs than the pre-defined flat rate/upper cap (but on the understanding that their licence may take longer to decide.)
- 4.8 Key conclusions from the workshop were:
- 4.8.1 The launch industry value certainty that a planned launch will be insurable – as this facilitates informed investment decisions and pricing for payload customers.
- 4.8.2 The UK's MIR approach is competitive compared to just setting a flat rate, but MIR determinations come too late in the Licensing Process to provide quantifiable certainty on insurance costs.
- 4.8.3 Agreement that there is benefit identifying and setting an upper flat rate insurance or upper cap on insurance that strikes a balance of enabling the UK to have a competitive offer whilst maintaining appropriate risk sharing with HMG.
- 4.8.4 That DfT should also develop proposals for setting a separate flat insurance requirement or upper caps for different types of launch vehicle (a class-based approach) rather than setting a single flat

rate insurance requirement or upper cap regardless of launch vehicle type.

- 4.9 The outcome of the workshop was discussed at the third meeting of the Spaceflight Safety and Regulatory Council (SSRC) on 23rd November 2022. SSRC agreed that DfT should consider trial case studies [that modelled different types of launch from proposed spaceport locations]. These would help to inform future policy, in addition to providing indicative insurance requirements for different launch vehicles and proposed spaceport locations.
- 4.10 As noted above, requiring launch operators to obtain a specified amount of insurance and indemnify HMG (as opposed to requiring unlimited insurance) is a risk sharing arrangement between HMG and the Launch Operator. A critical factor is that using the MIR process will mean that the insurance amount and liability to indemnify HMG should be set at the level of loss arising in 1 in 10 million (1×10^{-7}) launches. This means that HMG's risk of incurring any cost is extremely low, but potential losses could be extremely high.
- 4.11 The DfT requires credible evidence base to demonstrate that any proposals for setting a defined flat rate or upper caps on insurance and liability maintain appropriate levels of risk sharing between HMG and industry.
- 4.12 Some modelling was undertaken and published alongside the Space Industry Regulations 2021 [impact assessment](#). This was used to inform development of the policy options to use either a flat rate approach or MIR to calculate a launch operator's insurance requirement. To date, there has only been one launch from a UK spaceport – an air-launch by Virgin Orbit from Spaceport Cornwall on 9th January 2023. The UK will naturally build its evidence base on likely upper insurance amounts that will arise using the MIR methodology over the coming years through the licensing of launch activities. However, through this Contract, the DfT is seeking to accelerate our understanding of what the likely upper levels of insurance and liability might be for the types of launch activity in the UK that we anticipate will be licensed under the Space Industry Act 2018.
- Re-entry Risk Study
- 4.13 At present, according to the Index of Objects Launched into Outer Space, maintained by the United Nations Office for Outer Space Affairs (UNOOSA), there were 11,330 individual satellites orbiting the Earth at the end of June 2023.
- 4.14 The European Space Agency reports that there are over 30,000 individual pieces of space debris larger than 10 cm currently identified.
- 4.15 In the UK, launch vehicle debris that is discarded during launch is usually tracked by the launch vehicle operator, who has a responsibility to set out to the regulator the mitigations it will put in place to protect third parties and property, usually as part of their safety case. This includes exclusion zones based on predicted trajectory and risk assessments which are controlled by the operator or range control service provider providing a service to an operator. Most of the re-entering objects which would affect UK airspace are from uncontrolled re-entering debris from other nations. The United Kingdom Space Agency (UKSA) already reports on uncontrolled re-entry risk from other

nations to the DfT and CAA if there is a risk¹ above 1% for information, where a NOTAM would be considered, or above 5% for action where a NOTAM would be sent, and airspace closure considered.

- 4.16 Tracking of space debris during re-entry and its prediction is generally focused on large objects where there is a likelihood of debris reaching the ground. Therefore, the Supplier's analysis will enhance our understanding by using the Supplier's data, tools and methodologies to recognise the level of risk and the potential impact of space debris that could impact civil aviation now and in the future. Additionally, the results presented in the Supplier's Report could be used to form the basis of a project to consider other modes of transport such as the UK strategic road and rail networks, and marine shipping vessels.
- 4.17 DfT is not aware of any analysis of the future potential risk and impact to Civil Aviation from controlled or uncontrolled space debris from a UK launch or from a non-UK launched object re-entering UK airspace.
- 4.18 The Report must focus on how we can better assess the risks from all re-entering debris and the mitigations we might consider in the future to offset the potential danger. The Final Report must focus on how we can better assess the risks from all re-entering debris and the mitigations we might consider in the future to offset the potential danger.

5. SCOPE OF THE REQUIREMENTS

Project Approach

- 5.1 The Supplier's response to Part 3 - Project Management & Resourcing in Schedule 6 Bidder Response, and that will form the Delivery Plan will be discussed with the Contract Manager and Project Steering Group within 2 weeks of the contract being awarded and will be reviewed throughout the contract term (or an alternative timeframe that is agreed by the Contract Manager).
- 5.2 The Supplier must conduct analysis and provide a Report that covers the following:

Workstream 1: Upper Insurance and Liability Caps

- 5.2.1 Assess the risk for a range of potential launch vehicles that UK spaceports are likely to host. This must include, but is not limited to, sub-orbital and orbital, horizontal and vertical launches and return activities (where a launch vehicle takes off outside the UK and lands at a UK spaceport).

¹ Risk here means from an uncontrolled, potentially dense and fast-moving object re-entering UK airspace and therefore is a risk to anything operating in UK airspace at the time, perhaps staying in UK airspace and then impacting UK territory and the risks associated with that, or travelling through UK airspace and landing in the sea in UK territorial waters and shipping lanes.

- 5.2.2 Identify the likely upper amount of insurance and liability for UK launches that would arise from applying the MIR methodology.
- 5.2.3 Identify and define potential classes of launch vehicle that UK spaceports are likely to host for which separate upper insurance and liability caps could apply (this may include, but is not limited to, – sub-orbital horizontal launch; orbital horizontal launch; sub-orbital vertical launch; and orbital vertical launch – and/or by size/weight and capability).
- 5.2.4 Identify the likely upper amount of insurance and liability for each class of launch vehicle that would arise from applying the MIR methodology. The purpose of this is to test whether it may be appropriate to have a set of different upper flat rates or caps – to better reflect the 1 in 10 million (1×10^{-7}) launches risk sharing basis that the MIR methodology is designed to provide.
- 5.2.5 In addition to informing longer-term policy development, this Report should help indicate to prospective launch operators the likely upper amount of insurance in £s that they are likely to need ahead of the detailed calculations that will be performed during the Licensing Process. This will benefit businesses looking to launch from UK spaceports by enabling them to assess the upper scale of insurance costs they are likely to incur and support launch operators develop more informed investment decisions and pricing for payload customers.
- 5.2.6 Annex A sets out the types of indicative data, resources and capabilities that we anticipate will be needed to carry out the analysis for the Final Report

Workstream 2: Re-entry Risk Study

- 5.2.7 Assessing and using data and modelling techniques to investigate the statistical level of risk to aircraft and forecast future levels of risk given increasing UK launch rates and associated satellite population increase.
 - 5.2.8 Assessing the number of objects coming down, what the specific risks are to civil aviation from those objects and what mitigations may be put in place.
 - 5.2.9 The Report must deliver its capability through analysis using scenarios and vignettes to allow a range of situations and debris size and types to be assessed, with the final output being a supported by statistical analysis.
- 5.3 Suppliers must use their own initiative to include all other relevant information that supports the analysis and associated outcomes for both Workstreams.

6. DELIVERABLES

- 6.1 Once the Contract is awarded there will be an initial meeting within one week to ensure all requirements are understood. The meeting can be hosted virtually.
- 6.2 The Supplier shall perform its obligations to achieve each Deliverable by the Delivery Dates.

- 6.3 All Deliverables are to be supplied using the relevant Microsoft Office application, or an alternative suitable application, as agreed between the Contracting Authority and the Supplier, for example, Python or R.
- 6.4 DfT's satisfactory review and acceptance of the Deliverables will include improvement recommendations from DfT and their implementation by the Supplier.
- 6.5 The Deliverables are as follows:

Deliverable 1: Delivery Plan	Delivery Date: 1 week post contract award
The supplier is required to:	
<ol style="list-style-type: none"> 1. Your response to the Project Management Approach question as part of Schedule 6 Bidder Response will be used as a Delivery Plan throughout the Contract Term. Key discussion points could include but are not limited to: <ul style="list-style-type: none"> • Performance and delivery of the workstreams • Stages of development of tools • Details on model architecture • Decision points • The allocation of resource • Ongoing engagement with DfT 	
<ol style="list-style-type: none"> 2. Provide detailed information on any gaps between what modelling capability and data the Supplier has and what is needed to inform the risk analysis assessments for both workstreams, how these will be addressed and how specific requirements will be met. DfT will not source the data, any equipment or provide analytical support. 	
<ol style="list-style-type: none"> 3. Any proposals for classes of launch vehicle and scenarios and any other variables need to be agreed with the DfT before conducting the analysis. 	
<ol style="list-style-type: none"> 4. Detail the amount and level of support the Supplier will provide to DfT within the Delivery Plan, include a project initiation meeting to be held within one week of the Contract being awarded and monthly updates, which can be hosted virtually. 	

Deliverable 2: Modelling and data gap analysis (both workstreams).	Delivery Date: Must be concluded with sufficient time to incorporate into the Report
The supplier is required to:	
<ol style="list-style-type: none"> 1. Identify and describe the planned and likely types of launch activity that may take place from the UK in the foreseeable future. 	
<ol style="list-style-type: none"> 2. Conduct an initial assessment of how the different types of UK launch may be categorized into separate classes of activity (e.g. vertical sub-orbital / 	

vertical launch to orbit/air-launch to orbit/air-launch sub-orbital) and also by size or capability.
3. Identify proposed case studies based on existing modelling and overseas launches that are broadly analogous to likely launch activity from the UK.
Progress Updates
The supplier is required to:
1. Inform the DfT of progress, including all relevant updates and drafts of the Report as requested, on at least a monthly basis. The DfT will review this progress, and any associated feedback must be incorporated by the Supplier.

Deliverable 3: Analysis and development of scenarios and testing (both Workstreams).	Delivery Date: Must be concluded with sufficient time to incorporate into the Report
A The supplier is required to:	
B <u>Workstream 1: Upper Insurance and Liability Caps</u>	
1. Review and re-assess existing modelling undertaken to inform development of the policy to use MIR to calculate UK launch insurance.	
2. Review and assess data and analysis available on previous overseas launches identified and extrapolate likely insurance requirements based on UK compensation and other criteria used in the MIR Methodology.	
3. Where practicable and obtainable, use flight safety analysis from launch operators looking to launch from the UK to calculate indicative insurance requirements – and test conclusions from the assessment of existing modelling and overseas launches.	
4. Provide an assessment on the overall upper amount of insurance that using the UK MIR methodology is likely to generate for the foreseeable types of launches from proposed UK spaceports.	
5. Identify and propose potential classes of launch vehicle that UK spaceports are likely to host for which separate upper insurance and liability caps could apply (for example, but not limited to – sub-orbital horizontal launch; orbital horizontal launch; sub-orbital vertical launch; and orbital vertical launch – but could also be classed by size/weight/location or other attribute). The Supplier must provide an assessment of the likely upper amount of insurance for each defined class.	
C <u>Workstream 2: Re-entry Risk Study</u>	
6. Develop a series of scenarios/vignettes which must have different test categories for debris types and size, with collection of data as a result of	

tracking past debris during re-entry from space craft and launch vehicles and its review.	
7.	Collect data on previous modelling completed on the survivability of spacecraft and the upper stages of launch vehicles following re-entry to Earth. The Supplier must incorporate the above data into scenarios for risk analysis and modelling, using either Excel or other statistical software, e.g., Python or R.
8.	Using agreed scenarios/vignettes, complete statistical risk assessments of re-entry events by modelling / analysis of data to show the number of potential landed fragments and their mass to evaluate the air transport risk. Using data sourced from National Air Traffic Services (NATS) plot the Civil Aviation aircraft transiting UK airspace and plot any intersections of the aircraft flight paths with the debris flight path. Analysis should then be completed to assess whether collision avoidance is necessary by re-routing of aircraft. Data could be sourced from organisations such as the NATS and/or the CAA to demonstrate the level of risk to air transport in the UK of debris from either life expired spacecraft such as satellites or launch vehicle debris now and, forecasted launch rates.
9.	Using previous published papers on how statistical analysis and model development has been used to monitor the re-entry of debris objects from spacecraft or launch vehicles and highlight any insights gained on predicting survivability and its tracking during re-entry.
D	Progress Updates
E	The supplier is required to:
1.	Inform the DfT of progress, including all relevant updates and drafts of the Report as requested, on at least a monthly basis. The DfT will review this progress, and any associated feedback must be incorporated by the Supplier.
F	

Deliverable 4: Produce a Report and conduct a Presentation on analysis and findings.	Delivery Date: 31/03/2024
The supplier is required to:	
1. Deliver a fully reviewed and Director Level endorsed Report. The report must incorporate Deliverables 2 & 3, including details on the outcomes and underlying analysis, modelling and evidence. The Report must incorporate any feedback from DfT. Further information about the requirements of the Report are detailed below.	

2. Deliver a presentation of the methodology, analysis, results, including underlying calculations associated with risk, and conclusions of the Report with key DfT stakeholders present. Any feedback from DfT must be incorporated by the Supplier.
Further information about the requirements of the Presentation are detailed below.

- 6.6 The Supplier is required to produce a comprehensive Microsoft Word Report and an accompanying Database in Microsoft Excel (or another format agreed with the Contract Manager and Project Steering Group), and a Microsoft PowerPoint presentation.
- 6.7 The Final Report covering both Workstreams must: present information concisely; must be clearly written in a way that is easily accessible to a non-technical audience as far as is possible; and plain English must be used throughout. The Report must include the following:
- 6.7.1 An executive summary
 - 6.7.2 A description of the aims and objectives of the project and each workstream
 - 6.7.3 Definitions and simple explanations of any technical terms
 - 6.7.4 A full explanation of and justification for the approach taken and the methodology used, including the data sources and assumptions made, and its strengths and limitations,
 - 6.7.5 A full explanation of all of the results, and the level of robustness and uncertainty surrounding these; and,
 - 6.7.6 A record of the quality assurance that has been undertaken (including version controls, peer reviews undertaken and sign-off).
- 6.8 The Database must be fully clear and accessible to the DfT's staff and be designed in accordance with spreadsheet modelling best practice. It must include the following:
- 6.8.1 A cover sheet explaining the structure of the database
 - 6.8.2 A sheet explaining how any modelling fits together (if necessary)
 - 6.8.3 A record of the quality assurance that has been undertaken (including a Quality Assurance log)
 - 6.8.4 A repository of data and information that can be used for modelling in the future
 - 6.8.5 References and hyperlinks to all sources; and,
 - 6.8.6 Descriptions and justifications of all assumptions.
- 6.9 The Microsoft PowerPoint presentation must summarise the objectives, methodology and findings of the research. It should use non-technical language and must be easily accessible and comprehensible to a non-technical audience as far as is possible. The Supplier will present this to DfT officials and other key stakeholders at a dissemination event.

7. KEY MILESTONES

- 7.1 A project initiation meeting will be held within one week of the Contract being awarded. This will be to introduce the project team and Commercial Spaceflight Team and Project Steering Group and discuss and agree the Delivery Plan submitted as part of Schedule 6 Bidder Response, as well as share existing evidence and analysis.
- 7.2 The Delivery Plan will be reviewed and agreed by the DfT within 2 weeks of commencement of the contract being awarded (or an alternative timeframe that is agreed by the Commercial Spaceflight Team).
- 7.3 The Supplier shall ensure that the Delivery Plan is maintained and updated on a regular basis as part of producing the Report. The DfT shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Delivery Plan and associated Report. Any proposed changes to the Delivery Plan should be documented by the Supplier and submitted to the DfT for review and/or approval together with a clear statement of impact on the Contract including but not limited to timing, resources and costs. No work should be undertaken in respect of the proposed change without prior approval.
- 7.4 The Contract will be managed by the Commercial Spaceflight Team. The first dates for meetings with the Contract Manager and the Commercial Spaceflight Team will be agreed in the project initiation meeting.
- 7.5 The Supplier shall meet with the Commercial Spaceflight Team and relevant stakeholders on a monthly basis. The Project Steering Group will convene at the inception of the contract, and as necessary to review progress, including drafts of the Report, and after completion of each Deliverable.
- 7.6 The Supplier shall maintain contact with the Commercial Spaceflight Team to discuss progress and share draft versions of the Report, through virtual meetings, by phone or email every fortnight or more often as required. Additional progress update meetings with the Commercial Spaceflight Team may be arranged as required.
- 7.7 The proposed timetable for the Deliverables is set out in the table below:

Milestone	Description	Timeframe / Delivery Date
1	Inception meeting	Within One Week of Contract Award
2	Methodology and project plan agreed	Within two weeks of contract award
3	Draft Report (Word report, Excel spreadsheet and PowerPoint presentation) for comments by participants	No later than 15/03/2024

4	Final Report (Word report, Excel spreadsheet and PowerPoint presentation) to include feedback and changes	No later than 31/03/2024
5	Presentation	No later than 20/03/2024
6	Project closure meeting	No later than 5 April 2024

8. REPORTING REQUIREMENTS

- 8.1 Reporting by the Supplier will be provided by call or email (to be confirmed) as a minimum on a weekly basis and will be made available to the contract manager two working days before any contract review meetings. This should include updates on the draft Report, progress on the Deliverables, and any key findings.
- 8.2 Any documents are produced under the Contract should be provided in an electronic format agreed with the Contract Manager; and formatted according to DfT's publication guidelines and accessibility requirements.
- 8.3 The format, structure and content of the documents produced under the Contract shall be subject to the agreement in writing of the Contract Manager prior to work on them commencing.
- 8.4 Drafts sections of the Microsoft Word Report and accompanying Microsoft Excel database shall be provided to the Contract Manager and Project Steering Group and one week should be allowed for all reviews. The draft sections should then be revised as necessary fully addressing any comments that are provided by the Contract Manager within one week, and will not be considered finalised until agreed in writing with the Contract Manager
- 8.5 The final draft Report shall be provided for the Commercial Spaceflight Team and Project Steering Group to review, by no later than 15h March 2024. The final draft Report and spreadsheets must then be revised as necessary fully addressing any comments that are provided by the Commercial Spaceflight Team within two weeks and will not be considered finalised until agreed in writing with the Commercial Spaceflight Team.
- 8.6 DfT will have the right to publish any reports, spreadsheets and other deliverables (subject to approvals).

9. QUALITY

- 9.1 The Supplier is required to:
 - 9.1.1 Quality assure all work and maintain the highest quality control.
 - 9.1.2 Ensure that all data, modelling, statistical analysis and written material (including the Final Report and associated Presentation) are in line with DfT Transport Analysis Guidance (TAG) and quality assured in line with HMG Aqua Book guidance on producing quality

- analysis for government and DfT Strength in Numbers analytical assurance guidance.
- 9.1.3 Ensure that all data and sources are properly referenced throughout the Report and all assumptions properly explained. An assumptions and quality assurance log must be included within the Report.
- 9.1.4 Provide a sufficient level of resource throughout the duration of the contract to consistently deliver a quality service. The Supplier shall ensure that their staff understand the DfT's objectives and will provide excellent customer service to the DfT throughout the contract term.
- 9.2 The DfT reserves the right to attend site visits with the Supplier to satisfy the DfT that the Supplier is providing the highest quality service. The DfT reserves the right to rely on feedback from the end users to monitor performance of the Supplier.

10. BUDGET

- 10.1 The Supplier is expected to provide services on the basis of time-based work fees which reflect the amount of work, skills and resources needed to undertake the Requirement.
- 10.2 The Supplier must submit a full breakdown of costs as per Schedule 5 Pricing Schedule that aligns to the Delivery Plan. This must include all costs associated with delivering the Requirement. DfT will not source data or any Memorandum of Understandings for the transfer of data between the UK or other universities/companies. DfT will not source any equipment or provide analytical support for the supplier.
- 10.3 The total budget for this Requirement is £200,000. Suppliers are expected to fulfil the Contract within this cost limit.
- 10.4 This value is given in good faith as a guide to aid Tenderer's planning for submitting their Tender. It should not be interpreted as an undertaking to purchase any goods or services to any value and does not form part of the Contract. The project will be subject to the Schedule 1 Draft Order Form and Short Form Conditions.
Any additional services that may be required will be managed via the change control process within Clause 24. Changing the Contract of Schedule 1 Draft Order Form and Short Form Conditions and will be priced in accordance within an agreed rate.

11. PAYMENT AND INVOICING

- 11.1 80% of the Total Contract Cost will be split evenly into monthly payments. The remaining 20% of the Total Contract Cost will be paid upon successful completion and sign off of all Deliverables (the Report and Presentation) at the end of the Contract Term.
- 11.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. Invoices must show DfT's Purchase Order number (PO). The PO will be handed over at the Inception Meeting.

- 11.3 Suppliers must be in possession of the PO before commencing any work under this contract. You must quote the PO number on all invoices, and these must be submitted directly to: Shared Services Arvato, 5 Sandringham Park, Swansea Vale, Swansea, SA7 0EA.

12. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 12.1 The Supplier will be required to comply with all applicable requirements of the Data Protection Legislation (including the General Data Protection Regulation (EU) 2016/679) ("GDPR"), the Law Enforcement Directive (Directive (EU) 2016/680), and all applicable Law about the processing of personal data and privacy.
- 12.2 The information generated as part of this contract will be classified at Official – Sensitive. The Supplier must have the ability to access, store, and generate information at this classification.
- 12.3 Any information arising from this project (including data, interim or final reports, recommendations and information provided by third parties) must be stored securely and access controlled. Such that only those with a direct need-to-know may be able to get access to them.
- 12.4 A description of security clearance levels can be found here:
<https://www.gov.uk/government/publications/united-kingdom-security-vetting-clearance-levels/national-security-vetting-clearance-levels>
- 12.5 DfT reserves the right to reproduce or share any outputs of the Contract with other UK Government Departments such as the Department Science, Innovation and Technology (DSIT).

13. REFERENCES

Section	Reference	Link (If possible)
4	Modelled Insurance Methodology	Modelled Insurance Requirement determination process
4	Link to IA/Modelling undertaken to inform consultation proposals	impact assessment

ANNEX A

Informing policy options on setting upper caps on UK launch insurance and liability – Data data/capabilities

Indicative data, resources, and capabilities:

- Access to a wide range of appropriate launch vehicle & launch site data, including:
 - Vehicle types
 - Mission definitions (e.g., launch azimuths, frequency of launch activities)
 - Propellant types
 - Possible failure modes
 - Probability of failure for launch vehicles
 - Debris catalogues & fragmentation models appropriate to the propellant and structure
 - Appropriate margins and uncertainties on aforementioned items
- Access to geospatial data, including:
 - Population models representative of spaceport surroundings and downrange
 - Commercial, residential, and agricultural property data as appropriate
 - High value infrastructure data
 - Historical and predicted maritime activity (e.g., vessel density)
 - Historical and predicted aviation activity (e.g., aircraft density)
- Access to computing resources, including:
 - Launch vehicle trajectory modelling software
 - Flight Safety Analysis (FSA) tools
 - Appropriate computing resources, e.g., High Performance Computing (HPC) if a high-fidelity approach is to be undertaken

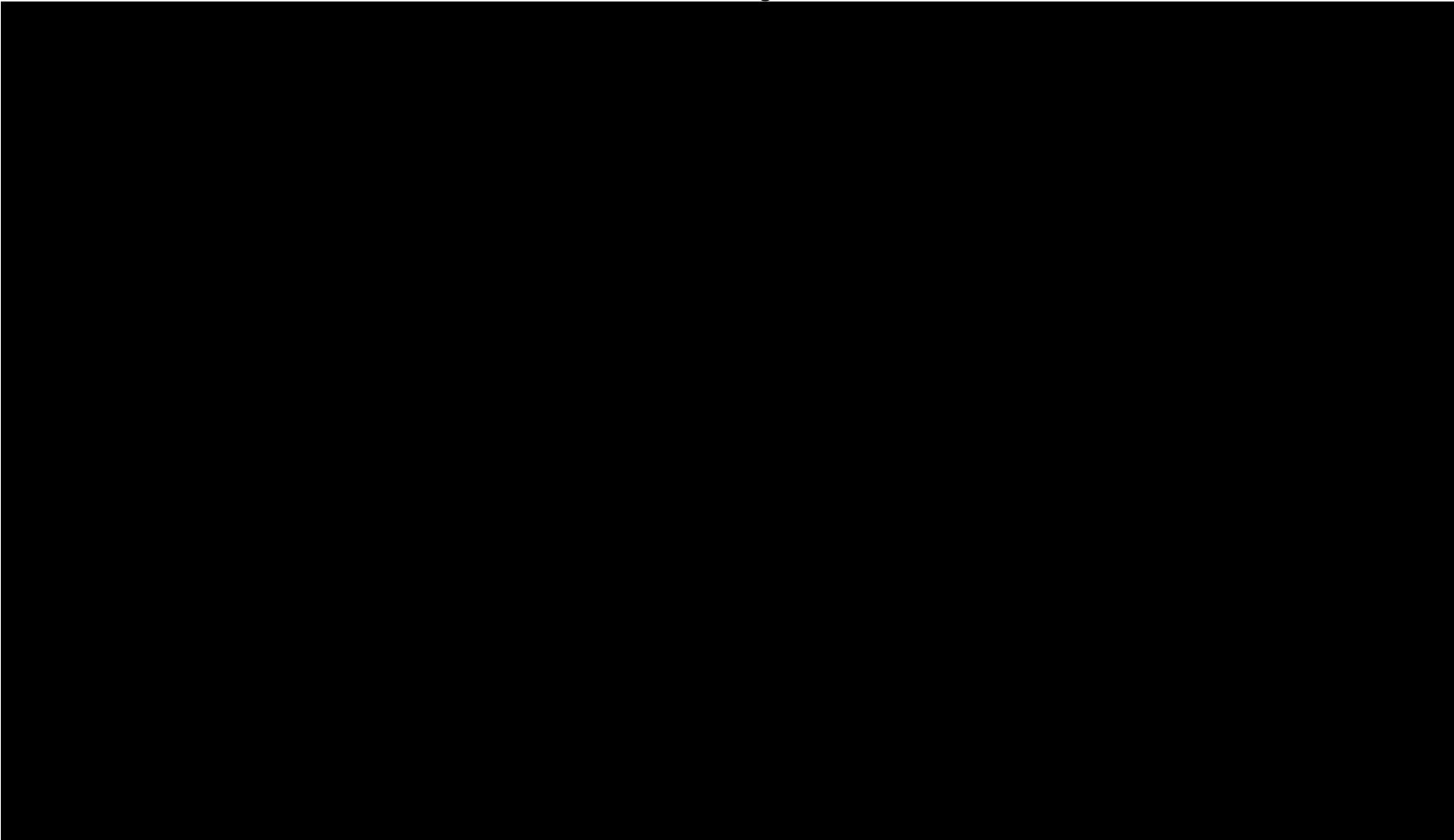
Required knowledge and skills:

- Appropriately experienced aerospace engineers/analysts
- Appropriate statistical and mathematical proficiency
- Appropriate competence with Flight Safety Analysis (FSA)

Desirable:

- Prior working experience of Modelled Insurance Requirement (MIR)

Schedule 5 Pricing Schedule



Schedule 6 Bidder Response

