

AGREEMENT FOR THE SUPPLY OF BSI SERVICES

DATE:.....18/12/2024 .

CONTRACT DETAILS:

Supplier:	BSI STANDARDS LIMITED, a company incorporated in England and Wales under company number 07864997
Supplier's representative:	<Redacted> BSI Standards Ltd 389 Chiswick High Road, London, W4 4AL, UK <Redacted>
Client:	Secretary of State for the Home Department
Client's address:	Home Office 2 Marsham Street, London, SW1P 4DF
Client's representative:	<Redacted> Email: <Redacted> Science & Technology Assurance Programme.
Services Start Date:	20 December 2024
Services End Date:	31 December 2025
Services (inc. any key deliverables and milestones):	Detailed in Schedule 1.
Key Deliverables:	As further detailed in Schedule 1.
Charges:	£142,000 (excl VAT) & further detailed in Section 2
Special terms:	None

1. This Contract comprises:

- a. The Contract Debits (including the Schedules); and
- b. the Terms & Conditions.

2. If there is any conflict between the Contract Details and the Terms & Conditions, the Contract Debits shall prevail.

This Contract has been entered into on the date first given above.

Signed by <Redacted>

for and on behalf of Client

<Redacted>

AUTHORISED SIGNATORY

Signed by <Redacted>

for and on behalf of BSI

<Redacted>

AUTHORISED SIGNATORY

TERMS & CONDITIONS:

It is agreed as follows:

1. Definitions & Interpretation

1.1. Definitions:

Bespoke Standard: A standard format document, facilitated by BSI with the same aspects as a formal British Standard but not bound by the set processes.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Client for the supply of the Services by the Supplier, as set out in the Contract Details and Schedule 2 (where applicable).

Conditions: these terms and conditions set out in clause 1 (Interpretation) to clause 9 (General) (inclusive).

Contract: the contract between the Client and the Supplier for the supply of the Services in accordance with the Contract Details, these Conditions and any Schedules.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Client Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Client to the Supplier.

Deliverables: all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including

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without limitation computer programs, data, and specifications (including drafts) and the Key Deliverables set out in the Contract Details.

Intellectual Property Rights: means all present and future copyright, design rights (whether registered or unregistered) patents, database rights, trademarks (whether registered or unregistered), trading goodwill, performer's property rights, business names, and any other analogous rights subsisting anywhere in the world and including all applications (or to apply), revivals, renewals and reversions.

Review Panel. An additional group of experts who may comment on the compiled recommendations or requirements in a draft, but do not sit on a Technical Advisory Group.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract, as described in Schedule 1.

Services Start Date: the day on which the Supplier is to start provision of the Services, as set out in the Contract Debits.

Supplier IPRs: all Intellectual Property Rights subsisting in the Deliverables excluding any Client Materials incorporated in them.

Technical Advisory Group (TAG): A selected group of subject matter experts in their field who are engaged by BSI to review and resolve comments for a Standard.

Technical Author: The contracted author who, working in collaboration with a BSI editor and advisory group, develops the standard from conception through to the final version.

Stakeholders Abbreviations

NPCC National Police Chiefs' Council

Dstl Defence Science and Technology Laboratory

1.2. Interpretation:

- a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
- b) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- c) A reference to writing or written includes email.

2. Commencement & Term

The Contract shall commence on the Services Start Date and end on the Services End Date unless terminated earlier by one party giving the other not less than 1 months written notice to terminate.

3. Supply of Services

3.1. The Supplier shall supply the Services to the Client from the Services Start Date to the Services End Date in accordance with the Contract.

3.2. In supplying the Services, the Supplier shall:

- a) perform the Services with reasonable care and skill;
- b) use reasonable endeavours to perform the Services in accordance with the service description set out in Schedule 1;
- c) ensure that the Deliverables are of satisfactory quality and are fit for their stated purpose;
- d) comply with all laws applicable and in force from time to time (provided that the Supplier shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of obligations under the Contract);

- e) observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Client's premises and have been communicated to the Supplier (provided that the Supplier shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract); and
- f) keep confidential all Client Materials in its possession and make them available for collection by the Client on request, always provided that the Supplier may destroy the Client Materials if the Client fails to collect the Client Materials within a reasonable period after termination of the Contract.
- g) cooperate with the Client 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.
- h) at own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Client to the Supplier for supplying the Services remains the property of the Client and is to be returned to the Client on expiry or termination of the Contract.

4. Client's obligations

4.1. The Client shall:

- a) promptly and fully co-operate with the Supplier in all matters relating to the Services;
- b) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by the Supplier or any of them as needed to deliver the Services; and
- c) provide, in a timely manner, such information as the Supplier may reasonably require, and ensure that it is accurate and complete in all material respects.

4.2. If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, ~~consultants~~ or employees, the Supplier shall:

- a) not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;
- b) be entitled to payment of the Charges despite any such prevention or delay; and
- c) be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.

5. Intellectual Property Rights

- a) The Supplier and its licensors shall retain ownership of all Supplier Intellectual Property
- b) The Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials.
- c) The Supplier grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy [and modify] the Supplier IPRs for the purpose of receiving and using the Services and the Deliverables in the Client's business during the term of the Contract,

- d) The Client grants the Supplier a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of the Contract for the purpose of providing the Services to the Client in accordance with the Contract.
- e) Subject to clause 7.3, the Supplier shall indemnify the Client in respect of any sums awarded by a court against the Client arising out of or in connection with any claim brought against the Client for infringement of a third party's rights (including any Intellectual Property Rights) arising out of or in connection with the receipt or use of the Services by the Client.
- f) Subject to clause 7.2, the Client shall indemnify the Supplier in respect of any claim brought against the Supplier for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Client Materials by the Supplier.

Any new Intellectual Property Rights created under the Contract are owned by the Client. The Client gives the Supplier a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use any new Intellectual Property Right for the purpose of fulfilling its obligations under the Contract,

6. Charges and payment

6.1. In consideration for the provision of the Services, the Client shall pay the Supplier the Charges in accordance with this clause 6.

6.2. All amounts payable by the Client exclude amount in respect of value added tax (VAT), which the Client shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

6.3. The Supplier shall submit invoices for the Charges (plus VAT, if applicable) to the Client monthly in arrear or at the intervals specified in Schedule 2. Each invoice shall include all reasonable supporting information required by the Client.

6.4.

The Client shall pay each valid invoice due in accordance with the invoicing arrangements as set out in Schedule 2 and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier. A valid invoice includes all appropriate references including the purchase order number, a detailed breakdown of Deliverables which have been delivered (if any), and other debits reasonably requested by the Client.

6.5. The Client is entitled to withhold payment for any invoice issued where the corresponding Deliverable (as debited in the invoicing arrangements in Schedule 2) relating to that invoice

has not been delivered. Once the Deliverable has been delivered, the Client shall pay the invoice within 30 days of the date of delivery.

- 6.6. If the Client fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 8 (Termination):
- a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
 - b) the Supplier may suspend all Services until payment has been made in full.
- 6.7. All amounts due under the Contract from the Client to the Supplier shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of as required by law).

7. Limitation of liability

- 7.1. Without prejudice to its obligations under the Contract or otherwise at law, the Supplier shall during the term obtain appropriate insurance cover in respect of the performance of the Services.
- 7.2. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- a) death or personal injury caused by negligence; and
 - b) fraud or fraudulent misrepresentation.
- 7.3. Subject to clause 7.2, the Supplier's total liability to the Client (including liability in contract, tort (including negligence), breach of statutory duty, or otherwise) arising under or in connection with the Contract shall not exceed the amount of the total Charges payable under this Contract.
- 7.4. ~~Notwithstanding~~ any other provision of the Contract but subject always to clause 7.2, neither party shall be liable under any circumstances to the other party for direct economic loss

(including loss of profit) or any indirect or consequential damages, of any kind, in each case whatsoever and howsoever caused.

7.5. 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.

8. Termination

8.1. Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- b) the other party takes any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.2. Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.

Either Party may terminate the Contract at any time without reason or liability by giving the other Party not less than 30 days' written notice.

8.3. On termination of the Contract for whatever reason:

- a) the Client shall pay to the Supplier all of the Supplier's **outstanding** unpaid valid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit a valid invoice, which shall be payable within 30 days of receipt;
- b) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and
- c) termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

9. General

9.1. Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond reasonable control.

9.2. Assignment and other dealings..

- a) The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Suppliers prior written consent.
- b) The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

9.3. Confidentiality.

- a) Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information (excluding the Deliverables of the Services) concerning the business, affairs, Client, or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 9.3. For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- b) Each party may disclose the other party's confidential information:
 - i. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.3; and
 - ii. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- c) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

9.4. Entire agreement.

- a) The Contract. Constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to subject matter.
- b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

9.5. Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.6. Waiver.

- a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- b) A failure or delay by a part/ to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9.7. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

9.8, Notices.

- a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - i. delivered by hand or by pre-paid first-class post or other next working day delivery service at registered office (if a company) or its principal place of business (in any other case); or
 - iii if sent by email to the party's registered address.
- b) Any notice shall be deemed to have been received:
 - i. if delivered by hand, on signature of a delivery receipt;
 - ii. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and
 - iii. if sent by email, at the time of transmission, or, if this time falls business hours in the place of receipt, when business hours resume. In this clause 9.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9.9. Third party rights.

- a) The Contract does not give rise to any rights under the Contract & (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

- 9.10. Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- 9.11. Jurisdiction. Each party irrevocably agrees that the court of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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Schedule 1 – Services

<Redacted>

2. Requirements

<Redacted>

3. Project Requirement

a) <Redacted>

4. Detailed methodology — Development of a Bespoke Standard

<Redacted>

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Schedule 2 - Charges

Charges for the Services

<Redacted>

2. Invoicing arrangements

<Redacted>

3. Project Timeline

The indicative timescale for development is 12 months (Estimated Quarter Q4 2025).

<Redacted>