



Department for
Business, Energy
& Industrial Strategy

Attn:

By email

Date: **16 February 2022**

Your ref:

Our ref:

Dear Madam / Sir,

Award of contract for the delivery of OPSS Proposal entitled 'Improving button battery safety for children'

Following your proposal for the delivery of **OPSS project entitled 'Improving button battery safety for children'** to the Department for Business, Energy and Industrial Strategy's Office for Product Safety and Standards, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between **The Department for Business, Energy and Industrial Strategy's Office for Product Safety and Standards** as the Customer and **Child Accident Prevention Trust (CAPT)** as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed as set out in **Annex 2**.
- 2) The charges for the Services shall be as set out **Annex 2**.
- 3) The **Conditions** are amended as follows:
 - a. Clause 4(1) and 4(2): It is accepted CAPT will use freelancers and subcontractors to fulfil this contract.
 - b. Clause 8(5): This clause is no longer applicable.
 - c. Clause 11(1): It is accepted CAPT will invoice the Authority on the last working day of each month for services completed/part thereof against cost lines outlined in Annex 2.
 - d. Clause 27: This clause is replaced in its entirety by the following:

27.1 All intellectual property rights in any materials provided by the Authority to the Contractor for the purposes of this Contract shall remain the property of the Authority but the Authority hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Contractor to perform its obligations under the Contract.

27.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Contract or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any intellectual property rights in such materials vest in the Authority by operation of law, the Authority hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

27.3 The Contractor hereby grants the Authority:

27.3.1a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Contract and any intellectual property rights arising as a result of the provision of the Services; and

27.3.2a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

(a) any intellectual property rights vested in or licensed to the Contractor on the date of the Contract; and

(b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Contract nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Authority reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided conditional to using the CAPT logo within all materials.

27.4 The Contractor shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority 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 Services, to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

e. Clause 34: This clause is no longer applicable.

f. Clause 35(3): This clause is no longer applicable.

4) The Term shall commence on **16 February 2022** and the Expiry Date shall be ***20 May 2022**.

****There is a break clause at 31 March 2022 as funding will need to be approved beyond this point, therefore funding is guaranteed up until 31 March 2022. If the application for funding is declined, the Department reserve the right to initiate this break clause and the contract will expire on 31 March 2022***

- The address for notices of the Parties are:

Customer

Office for Product Safety and Standards, 4th Floor Cannon House, 18 The Priory Queensway, Birmingham, B4 6BS

Attention:

Email:

Supplier

**Child Accident Prevention Trust (CAPT)
PO Box 74189,
London,
E14 1SQ**

Attention: Email:

- 5) The following persons are Key Personnel for the purposes of the Agreement:

Name:

Name:

- 6) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: 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.

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 customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to or by telephone between 09:00-17:00 Monday to Friday.

Liaison

For general liaison, your contact will continue to be or, in their absence,

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to at the above address **within [7]** days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of the Department for Business, Energy and Industrial Strategy's Office for Product Safety and Standards

Name:

Signature:

Date:

We accept the terms set out in this letter and its **Annexes**, including the Conditions.

Signed for and on behalf of the Child Accident Prevention Trust (CAPT)

Name:

Signature:

Date: 16 February 2022

Annex 1

Terms and Conditions of Contract for Services



DPF31 Terms and
Conditions for Service

Annex 2

Charges and Proposal

Total costs	£121,975
--------------------	-----------------