



Intellectual  
Property  
Office

Concept House  
Cardiff Road, Newport  
NP10 8QQ

T +44 (0) 30 0300 2000  
MC +44 (0) 30 0020 0015

**Direct Line:** REDACTED  
**E-Mail:** REDACTED  
**Our Ref:** **C3116**  
**Date:** 30 June 2023

Cyberis Limited  
Unit E, The Courtyard  
Tewkesbury Business Park  
Tewkesbury  
Gloucestershire  
GL20 8GD

FAO: REDACTED  
Email: REDACTED

Dear REDACTED,

### **C3116 Provision of IT Penetration Testing (NCSC CHECK)**

Acting on behalf of the Secretary of State for the Department of Science, Innovation and Technology operating through the Chief Executive of the Intellectual Property Office (an operating name of the Patent Office), I am pleased to confirm that your proposal for the above services has been accepted.

The terms and conditions of this award are based upon the following initial requirements:

1. Your proposals:
  - a. PSN IT Health Check dated 29 June 2023 (£10,000 excl. VAT))
  - b. Pre-Apply IT Health Check dated 19 June 2023 (£2,000 excl. VAT)

(See Annex A – Proposal & Applicable Pricing for initial work required). The Intellectual Property Office reserve the right to request further days above those quoted in the above proposals should it be deemed necessary.

2. BEIS standard terms & conditions of contract for the purchase of services;
3. The Period of the Contract will be from 30 June 2023 to 27 October 2023
4. Achieving Transparency and Information Sharing in Government Procurement Exercises;
5. Other conditions defined as part of this award letter.

### **Terms and Conditions**



Intellectual  
Property  
Office

Concept House  
Cardiff Road, Newport  
NP10 8QQ

T +44 (0) 30 0300 2000  
MC +44 (0) 30 0020 0015

As stated, the BEIS standard terms and conditions of contract for services will govern the provision of any services provided under this agreement. Further details of these terms can be found below:

[BEIS Standard Terms and Conditions of contract for Services  
\(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

NB: For the avoidance of doubt, the BEIS terms and conditions (above) will be used for this contract. No other terms and conditions will be applied nor accepted by the Intellectual Property Office.

## Requirement

Delivery of NCSC CHECK IT Health Check and Penetration Testing.

The provider will liaise with the contract owner who will supply a schedule of work based on the proposals provided.

The IPO retains the right to cancel the requirement with no penalty as long as we provide 28 days notice.

## Specific Condition

Any information or data gathered by the contractor as part of or during the process of delivery of our requirement remains the sole property of the INTELLECTUAL PROPERTY OFFICE. The contractors must not divulge, discuss or share findings, reports or outcomes with any other parties other than the IPO. All customer data used, provided, or gathered for this project remains the property of the IPO and must not be sold on to any other party unless prior written permission is provided.

## Invoicing and Payment Terms

The contract will be performed on a time (& materials) / day rate basis up to a **maximum** contract value of £90,000.00 (including VAT). **N.B: This value is indicative, and the customer does not guarantee any volume of work throughout the duration of the contract.**

Payment will only be made at completion and satisfactory delivery of the agreed testing services.

Before payment, any invoices that are received must include a detailed breakdown of the work/testing completed, the associated costs and a quote reference number.

All valid invoices will be paid within 30 days of receipt. Please submit your Invoice by e-mail, quoting the purchase order reference and the contract reference C3116. Please



Intellectual  
Property  
Office

Concept House  
Cardiff Road, Newport  
NP10 8QQ

T +44 (0) 30 0300 2000  
MC +44 (0) 30 0020 0015

include a full breakdown of charges for the services being provided to:  
[payables@ipo.gov.uk](mailto:payables@ipo.gov.uk)

The invoice must be submitted promptly following completion of the services and must contain sufficient detail to allow the IPO to determine the exact services for which it is being charged.

### **Limitation of Liability**

The IPO's entire limitation of liability under this contract shall not exceed £90,000.00 including VAT.

### **Contact Information**

*IPO Contract Manager:*

REDACTED

Tel: REDACTED

E-mail: REDACTED

*Contractor:*

REDACTED

e-mail: REDACTED

Nothing contained in this Offer and in the attached shall be construed as notifying or implying acceptance by the Authority of any estimated or suggested price or of any condition of Contract which may have been referred to orally or in writing in any previous discussion or correspondence.

Yours sincerely,

REDACTED

REDACTED

**Commercial Support Manager – People Services**



Intellectual  
Property  
Office



Intellectual  
Property  
Office

**BY SIGNING THIS AWARD LETTER THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the terms and conditions and by signing below agree to be bound by the terms of this Contract.

**Signed by an authorised signatory for and behalf of the Supplier**

Supplier\_Signature

REDACTED

Full Name: REDACTED

Job Title/Role:  
REDACTED

Date Signed: 06/07//2023

**For and on behalf of the Buyer**

Contracting\_Authority\_Signature

REDACTED

Full Name: REDACTED

Job Title/Role: REDACTED

Date Signed: 07/07/2023



Intellectual  
Property  
Office

**ANNEX A – PRICING & PROPOSAL**

**PSN IT Health Check:**

**REDACTED**

**Pre-Apply IT Health Check**

**REDACTED**