

UK Research and Innovation

[Supplier name]
[Supplier address]

Attn: [insert Supplier contact name]

By email to: [insert Supplier contact email address]

Date: [Insert date]

Your ref: [Insert Supplier's
reference, if any]

Our ref: PR18152 – Lot 1

Dear Sirs,

Award of contract for the supply of Drilling and Coring Capability and Provision of Drilling Platform

Following your tender/ proposal for the supply of PR18152 Drilling and Coring Capability to UKRI, we are pleased to award this contract to you.

This letter ("**Award Letter**") and its Schedule(s) set out the terms of the Contract between:

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) [insert Supplier's full name], [a company incorporated and registered in [COUNTRY] with company number [NUMBER] and registered VAT number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] **OR** [a partnership under the laws of [COUNTRY] whose address is [ADDRESS]] **OR** [a business with its trading address at [ADDRESS]] (the "**Supplier**").

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 **Error! Reference source not found.** to this Award Letter (the "**Conditions**"). Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Contract.

For the purposes of the Contract, UKRI and the Supplier agree as follows:

Term

- 1 Commencement Date: 03/08/2020
- 2 Expiry Date: [insert the date on which the contract will end]

Description of Services

- 3 The Specification of the or Services to be delivered is as set out in Schedule 2.

Charges & Payment

- 4 The Charges for the Goods and/or Services shall be as set out in Schedule 3.
- 5 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: UKRI, c/o UK Shared Business Services Ltd, Polaris House, North Star Avenue, Swindon SN2 1UH.
- 6 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 UKRI 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 finance@uksbs.co.uk or by telephone 01793 867000 between 09:00-17:00 Monday to Friday.

Supplier's Liability

- 7 Pursuant to clause 19.4, the Supplier's Limit of Liability under this Contract shall be: 125% of the total Charges paid and payable to the Supplier under this Contract.

Insurances

- 8 The Supplier is not required to maintain the following insurance policies referred to in clause 18.1 of the Conditions:

- (a) Product Liability Insurance

Notices

- 9 The address for notices of the Parties are:

UKRI

Polaris House, North Star Avenue,
Swindon, England, SN2 1FL

Attention: [Insert Commercial Business
Partner name]

Email: [insert email for above]

Supplier

[insert name
and address of Supplier]

Attention: [insert title]

Email: [insert email address]

Liaison & Disputes

- 10 For general liaison your contact will continue to be Dave Smith, [insert contact details] or, in their absence, David McInroy [contact details].

- 11 Pursuant to Clause 31.3, Disputes shall be escalated to the following individuals:

- (a) Stage 1 escalation:

UKRI: [insert Commercial Business Partner name]

Supplier: [●]

- (b) Stage 2 escalation:

UKRI: UKRI Head of Commercial

Supplier: [●]

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to Tessa Gawthorn at the above address. 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 **United Kingdom Research and Innovation**

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

We accept the terms set out in this Award Letter and the Schedule(s).

Signed for and on behalf of ***[insert full name of Supplier]***

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

Schedule 1 - The Conditions

1 INTERPRETATION

1.1 **Definitions.** In the Contract (as defined below), the following definitions apply:

Award Letter: means the letter from UKRI to the Supplier printed above these terms and conditions;

Change in Law: any change in Law which impacts on the performance of the Services which comes into force after the Commencement Date;

Charges: the charges payable by UKRI for the supply of the Services as specified in Schedule 3;

Commencement Date: means the date for the start of the Contract as set out in the Award Letter;

Confidential Information: means:

- (a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;
- (b) any information or analysis derived from the Confidential Information;
- (c) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;
- (d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;
- (e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and
- (f) any copy of any of the information described in (a), (b), (c), (d), or (e) above, which shall be deemed to become Confidential Information when it is made. For the

purposes of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), (c), (d), or (e) above (howsoever made);

but not including any information which:

- (i) was in the possession of the Receiving Party without a breach of an obligation of confidentiality prior to its disclosure by the Disclosing Party;
- (ii) the Receiving Party obtained on a non-confidential basis from a third party who is not, to the Receiving Party's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party;
- (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality;
- (iv) was independently developed without access to the Confidential Information; or
- (v) relates to the Supplier's performance under this Contract or failure to pay any sub-Supplier as required pursuant to clause 9.9;

Contract: means the contract between UKRI and the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Schedules;

Cyber Essentials Questionnaire: UKRI's questionnaire for suppliers regarding their cyber security arrangements, a copy of which is available from UKRI on request;

Data Protection Legislation: means, for the periods in which they are in force, all laws giving effect or purporting to give effect to the GDPR, the Data Protection Act 2018, or otherwise relating to Data Protection, including the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the GDPR and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;

Declaration of Ineffectiveness: a declaration made by a Court under regulation 98 which has any of the consequences described in regulation 101 of the Public Contracts

Regulations 2015 (as amended) or which is made under an equivalent provision implementing Directive 2014/23/EU in England, Wales & Northern Ireland and which has consequences which are similar to any of the consequences described in regulation 101 of the Public Contracts Regulations 2015 (as amended);

Deliverables: all Documents, products and materials developed by the Supplier or its agents, Suppliers and employees as part of, or in relation to, the Services in any form, including computer programs, data, reports and specifications (including drafts);

Disclosing Party: means a Party that makes a disclosure of Confidential Information to another Party;

Dispute: means any dispute, conflict or disagreement arising out of or in connection with this Contract;

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

EIR: the Environmental Information Regulations 2004 (or if applicable the Environmental Information Regulations (Scotland) 2004) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

Expiry Date: means the date for expiry of the Contract as set out in the Award Letter;

FOIA: the Freedom of Information Act 2000 (or if applicable the Freedom of Information (Scotland) Act 2002) and any subordinate legislation made under the Act from time to time, 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: shall be limited to one or more of the following events: hurricanes, tempest, acts of state or public enemy, wars, revolutions, uprisings, hostilities, civil disturbances, riots, civil war, insurrection and invasion. For the avoidance of doubt, strikes, lockouts and shutdowns of a Party (or of any person engaged by any of them) shall not be a force majeure event for that Party;

GDPR: means:

- (a) the General Data Protection Regulations (Regulation (EU) 2016/679) which came into force on 25 May 2018; or
- (b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);

General Change in Law: a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to the supply of services to another customer of the Supplier that are the same or similar to any of the Services;

Good Industry Practice: means all relevant practices and professional standards that would be expected of a well-managed, expert service provider performing services substantially similar to the Services to customers of a substantially similar size and nature to UKRI;

Information: has the meaning given under section 84 of FOIA;

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights (including moral rights), trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Key Personnel: means any persons specified as such in Schedule 4 or otherwise notified as such by UKRI to the Supplier in writing;

Law: means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972 and section 4 of the European Union (Withdrawal Act 2018, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, with which UKRI and the Supplier (as the context requires) is bound to comply;

Limit of Liability: means the Supplier's limit of liability identified in the Award Letter;

Notifiable Breach: has the meaning set out at clause **Error! Reference source not found.**;

Party: the Supplier or UKRI (as appropriate) and “Parties” shall mean both of them;

Personal Data: has the meaning given to this term by the Data Protection Legislation;

Personal Data Breach: shall have the same meaning as in the Data Protection Legislation;

PO Number: means UKRI’s unique number relating to the supply of the Services;

Public Body: any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies;

Public Procurement Termination Event: UKRI exercises its right to terminate the Contract in one or more of the circumstances described in either regulation 73(1) of the Public Contracts Regulations 2015 (as amended from time to time), or equivalent provisions implementing Directive 2014/23/EU in England, Wales & Northern Ireland (as amended from time to time);

Receiving Party: means a Party to which a disclosure of Confidential Information is made by another Party;

Remediation Plan: means a report identifying:

- (a) the nature of the Notifiable Breach described at clause **Error! Reference source not found.**, its cause and its anticipated duration and impact on the Contract; and
- (b) the procedures and resources the Supplier proposes to apply to overcome and rectify the Notifiable Breach and to ensure the impact of the Notifiable Breach is minimised and future performance of the Contract is not adversely affected;

Request for Information: a request for Information or an apparent request under FOIA or EIR;

Services: the services, including without limitation any Deliverables, to be provided by the Supplier to UKRI under the Contract as set out in the Specification;

SME: as defined by EU recommendation 2003/361/EC;

Specification: the description of the Services to be provided under this Contract as set out in Schedule 2;

Specific Change in Law: a Change in Law that relates specifically to the business of UKRI and which would not affect the supply of services to another customer of the Supplier that are the same or similar to any of the Services;

Supplier's Associate: any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or Suppliers of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides Services for or on behalf of the Supplier;

Supplier Dispute: means any disputes, claims, litigation, mediation or arbitration whether threatened or pending in relation to any incident involving the Supplier's, or another party's, provision of the Services;

Staff: means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any sub-Supplier 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 requested by UKRI, UKRI's procedures for the vetting of personnel as provided to the Supplier from time to time;

Term: means the period from the Commencement Date to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;

Working Day: a day (other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 and 31 December) when banks in London are open for business.

1.2 In this Contract, unless the context requires otherwise, the following rules apply:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.

- (c) A reference to any Law is a reference to Law as amended or re-enacted. A reference to a Law includes any subordinate legislation made under that Law, as amended or re-enacted.
- (d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) The headings in the Contract are for ease of reference only and do not affect the interpretation or construction of the Contract.
- (f) A reference to writing or written includes e-mails.
- (g) A reference to numbered clauses are references to the relevant clause in this Contract.
- (h) 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 BASIS OF CONTRACT

- 2.1 The Contract comprises of the Award Letter and its Schedules, to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, invoice, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.
- 2.2 If there is any conflict or inconsistency between the Award Letter and its Schedules, the provisions of the Award Letter will prevail followed by the Conditions in this Schedule 1 to the extent necessary to resolve that conflict or inconsistency.

3 TERM

- 3.1 This Contract shall take effect on the Commencement Date and shall expire on the Expiry Date, unless it is otherwise extended or terminated in accordance with the terms and conditions of this Contract.

4 SUPPLY OF SERVICES

- 4.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall for the Term provide the Services to UKRI in accordance with the terms of this Contract.

4.2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Specification or notified to the Supplier by UKRI.

4.3 In providing the Services, the Supplier shall:

- (a) co-operate with UKRI in all matters relating to the Services, and comply with all instructions of UKRI using reasonable endeavours to promote UKRI's interests;
- (b) perform the Services with reasonable skill, care and diligence in accordance with Good Industry Practice in the Supplier's industry, profession or trade;
- (c) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- (d) ensure that the Services and Deliverables will conform with the Specifications and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by UKRI;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to UKRI are of a quality in line with Good Industry Practice and are free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (h) not do or allow anything to be done that would, or would be likely to, bring UKRI into disrepute or adversely affect its reputation in any way;
- (i) observe all health and safety rules and regulations and any other security requirements that apply at any of UKRI's premises; and
- (j) not do or omit to do anything which may cause UKRI to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that UKRI may rely or act on the Services.

- 4.4 UKRI's rights under this Contract are without prejudice to and in addition to the statutory terms implied in favour of UKRI under the Supply of Goods and Services Act 1982 and any other applicable legislation as amended.

5 SUPPLY OF GOODS: NOT APPLICABLE

6 DELIVERY: NOT APPLICABLE

7 TITLE, RISK AND USE: NOT APPLICABLE

8 UKRI OBLIGATIONS: NOT APPLICABLE

8.1 UKRI shall:

- (a) provide the Supplier with reasonable access at reasonable times to UKRI's premises for the purpose of providing the Services; and
- (b) provide such information to the Supplier as the Supplier may reasonably request and UKRI considers reasonably necessary for the purpose of providing the Services.

9 CHARGES AND PAYMENT

- 9.1 The Charges for the Services are set out in Schedule 3, and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by UKRI, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 9.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate where applicable. UKRI shall, where applicable and following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 9.3 The Supplier shall invoice UKRI at the times specified in Schedule 3 and in accordance with this clause 9. If an invoicing schedule is not specified in Schedule 3, the Supplier shall invoice UKRI on or after the completion of the Services.
- 9.4 Each invoice shall include such supporting information required by UKRI to verify the accuracy of the invoice, including the relevant PO Number and a breakdown of the Services supplied in the invoice period as well as appropriate details in order to allow for payment via BACS transfer (sort code and bank account details).

- 9.5 In consideration of the supply of the Services by the Supplier, UKRI shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice after verifying that the invoice is valid and undisputed. Payment shall be made to the bank account nominated in writing by the Supplier unless UKRI agrees in writing to another payment method.
- 9.6 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 9.5 after a reasonable time has passed (which shall be no less than 14 calendar days).
- 9.7 If there is a dispute between the Parties as to the amount invoiced, UKRI may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate this Contract for a failure to pay undisputed invoice in accordance with clause 20.5. Any disputed invoices shall be resolved through the dispute resolution procedure detailed in Clause 31.
- 9.8 If a payment of an undisputed invoice is not made by UKRI by the due date, then UKRI shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 9.9 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- (a) provisions having the same effects as clauses 9.3 to 9.8 of this Contract; and
 - (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 9.3 to 9.9 of this Contract.
 - (c) In this clause 9.9, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from UKRI in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
- 9.10 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part. If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Contract or under any other agreement or contract with UKRI.

10 TAXATION OBLIGATIONS OF THE SUPPLIER

- 10.1 The Supplier shall be fully responsible for all its own tax including any national insurance contributions arising from supplying the Services.
- 10.2 The Supplier shall indemnify, and shall keep indemnified, UKRI in full against all costs, claims, expenses, damages and losses, including any interest, penalties, fines, legal and other professional fees and expenses awarded against or incurred or paid by UKRI as a result of the Supplier's failure to account for or pay any taxes including any national insurance contributions.

11 UKRI PROPERTY

- 11.1 The Supplier acknowledges that all information (including UKRI's Confidential Information), equipment and tools, drawings, specifications, data, software and any other materials supplied by UKRI (or its agents on behalf of UKRI) to the Supplier ("UKRI's Materials") and all rights in UKRI's Materials are and shall remain at all times the exclusive property of UKRI. The Supplier shall keep UKRI's Materials in safe custody at its own risk, maintain them in good condition until returned to UKRI, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with written instructions or authorisation from UKRI.
- 11.2 UKRI's Materials shall be returned promptly to UKRI on expiry or termination of the Contract.
- 11.3 The Supplier shall reimburse UKRI for any loss or damage to UKRI's Materials (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. UKRI's Materials supplied by UKRI (or its agents on behalf of UKRI) shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless UKRI is notified otherwise in writing within 5 Working Days.

12 PREMISES

- 12.1 If, in connection with the supply of the Services, UKRI permits any Staff to have access to any of UKRI's premises, the Supplier will ensure that, whilst on UKRI's premises, the Staff comply with:
- (a) all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and
 - (b) any UKRI policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any UKRI laboratory,

facility or equipment which is brought to their attention or given to them whilst they are on UKRI's premises by any employee or representative of UKRI.

- 12.2 All equipment, tools and vehicles brought onto UKRI's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 12.3 If the Supplier supplies all or any of the Services at or from UKRI's premises, on completion of the Services or termination or expiry of the Contract (whichever is the earlier) the Supplier shall vacate UKRI's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave UKRI's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to UKRI's premises or any objects contained on UKRI's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 12.4 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, UKRI may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

13 STAFF AND KEY PERSONNEL

- 13.1 If UKRI believes that any of the Staff are unsuitable to undertake work in respect of the Contract, it may, by giving written notice to the Supplier:
- (a) refuse admission to the relevant person(s) to UKRI's premises;
 - (b) direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - (c) require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by UKRI to the person removed is surrendered,

and the Supplier shall comply with any such notice.

- 13.2 The Supplier shall:
- (a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - (b) 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 UKRI, or is of a type otherwise

advised by UKRI (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, the Staff Vetting Procedures or otherwise) is employed or engaged in the provision of any part of the supply of the Goods and/or Services;

- (c) if requested, provide UKRI with a list of names and addresses (and any other relevant information) of all persons who may require admission to UKRI’s premises in connection with the Contract; and
- (d) procure that all Staff comply with any rules, regulations and requirements reasonably specified by UKRI.

13.3 Any Key Personnel shall not be released from supplying the Services without the agreement of UKRI, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

13.4 Any replacement to the Key Personnel shall be subject to the prior written agreement of UKRI (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

14 TUPE

14.1 The Supplier warrants that the provision of the Services shall not give rise to a transfer of any employees of the Supplier or any third party to UKRI pursuant to TUPE.

15 ASSIGNMENT AND SUB-CONTRACTING

15.1 The Supplier shall not without the written consent of UKRI assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Contract or any part of the Contract. UKRI may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

15.2 Where UKRI has consented to the placing of sub-contracts, the Supplier shall, at the request of UKRI, send copies of each sub-contract, to UKRI as soon as is reasonably practicable.

15.3 UKRI may (without any cost to or liability of UKRI) require the Supplier to replace any sub-contractor where in the reasonable opinion of UKRI any mandatory or discretionary grounds

for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 (as amended) apply to the sub-contractors.

- 15.4 UKRI may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 All Intellectual Property Rights in any materials created or developed by the Supplier pursuant to this Contract or arising as a result of the supply of the Services, including the Deliverables, shall vest in UKRI. If, and to the extent, that the ownership of any Intellectual Property Rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns ownership of such Intellectual Property Rights to UKRI 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).

- 16.2 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

- 16.3 The Supplier shall, promptly at the request of UKRI, do (or procure to be done) all such further acts and things and execute all such other documents as UKRI may from time to time require for the purpose of securing for UKRI the full benefit of the Contract, including all rights, title and interest in and to the Intellectual Property Rights assigned to UKRI in accordance with clause 16.1.

- 16.4 All Intellectual Property Rights in any materials provided by UKRI to the Supplier shall remain the property of UKRI. UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use:

- (a) any Intellectual Property Rights in the materials provided by UKRI to the Supplier;
- (b) any Intellectual Property Rights in the materials created or developed by the Supplier pursuant to this Contract and any Intellectual Property Rights arising as a result of the provision of the Services,

as required until termination or expiry of this Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.

16.5 Without prejudice to clause 16.1, the Supplier hereby grants UKRI a 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 Supplier on the date of this Contract to the extent not falling within clause 16.1; and
- (b) any Intellectual Property Rights created during the Term to the extent not falling within clause 16.1,

including any modifications to or derivative versions of any such Intellectual Property Rights, which UKRI reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided.

17 INDEMNITY

17.1 The Supplier shall indemnify, and shall keep indemnified, UKRI in full against all costs, claims, expenses, damages and losses (whether direct or indirect to include loss of profits, loss of business, depletion of good will and similar losses), including any interest, penalties, fines, legal and other professional fees and expenses awarded against or incurred or paid by UKRI as a result of or in connection with:

- (a) the Supplier's breach or negligent performance or non-performance of this Contract;
- (b) any claim brought against UKRI for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier or any Staff;
- (c) any claim made against UKRI by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier and the Staff; and
- (d) any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause 14 of the Contract.

17.2 This clause 17 shall survive termination or expiry of the Contract.

18 INSURANCE

18.1 Unless otherwise specified in the Award Letter, during the Term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable insurance companies to insure the Supplier against all manner of risks that might arise out of the acts or omissions of the Supplier or otherwise in connection with the Supplier's performance of its obligations under this Contract.

- (a) Professional indemnity insurance for not less than £2 million per claim;
- (b) loss, damage or destruction of any of UKRI's property under the custody and control of the Supplier, with a minimum sum insured of £5 million per claim;
- (c) public liability insurance for not less than £5 million per claim;
- (d) employer liability insurance for not less than £5 million per claim; and
- (e) product liability insurance for not less than £5 million for claims arising from any single event.

The Supplier shall ensure that UKRI's interest is noted on each insurance policy, or that a generic interest clause has been included.

18.2 On request from UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.

18.3 From the Commencement Date, the Supplier shall notify UKRI in writing of any employer's liability or public liability incident arising out of or in connection with this Contract which:

- (a) has the potential to exceed £25,000 (twenty-five thousand pounds sterling) (excluding costs); and/or
- (b) irrespective of the claim's value, which may reasonably be considered to have the potential to adversely affect the reputation of UKRI,

within five (5) days of such an incident occurring.

18.4 The Supplier shall keep UKRI informed and up-to-date on the progress of any incident referred to in clause 18.3 and related claims, decisions taken in respect of liability and any movement of reserves with respect thereto.

- 18.5 The Supplier shall ensure that any sub-contractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.
- 18.6 The Supplier shall:
- (a) do nothing to invalidate any insurance policy or to prejudice UKRI's entitlement under it; and
 - (b) notify UKRI if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
- 18.7 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause 18.1.
- 18.8 If the Supplier fails or is unable to maintain insurance in accordance with clause 18.1, UKRI may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

19 LIABILITY

- 19.1 UKRI shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by UKRI if and to the extent that it is caused by the negligence or wilful misconduct of UKRI or by breach by UKRI of its obligations under the Contract.
- 19.2 Subject to clause 19.6, UKRI shall not have any liability for:
- (a) any indirect or consequential loss or damage;
 - (b) any loss of business, rent, profit or anticipated savings;
 - (c) any damage to goodwill or reputation;
 - (d) loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto UKRI's premises by or on behalf of the Supplier; or
 - (e) any loss, damage, costs or expenses suffered or incurred by any third party.

- 19.3 Subject to clause 19.6, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed 100% of the Charges paid or payable to the Supplier.
- 19.4 Subject always to clause 19.5 and 19.6, the Supplier's aggregate liability in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability.
- 19.5 The Supplier's liability under the indemnity in clause 17.1(b), 28.1 and 26.7 shall be unlimited.
- 19.6 Nothing in the Contract restricts either Party's liability for:
- (a) death or personal injury resulting from its negligence or that of its Staff; or
 - (b) its fraud (including fraudulent misrepresentation) by it or that of its Staff; or
 - (c) breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any other matter which, by law, may not be excluded or limited.

20 TERMINATION

- 20.1 UKRI may terminate the Contract in whole or in part at any time before the Goods and/or Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue the provision of the Services (in whole or in part as applicable). UKRI shall pay to the Supplier:
- (a) such Charges or that part of the the costs of materials which the Supplier has purchased to fulfil their obligations and which cannot be used for other orders or be returned to the supplier of those materials for a refund; and/or
 - (b) such Charges or that part of the Charges for Services provided and a fair and reasonable portion of the Charges for work-in-progress in performing the Services at the time of termination,

but UKRI shall not be liable for any loss of anticipated profits or any consequential loss and the Supplier shall have a duty to mitigate its costs and shall on request provide proof of work-in-progress claimed.

- 20.2 UKRI may terminate the Contract at any time by notice in writing to the Supplier to take effect on any date falling at least 3 months (or, if the Contract is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 20.3 UKRI may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) the circumstances set out in clauses **Error! Reference source not found., Error! Reference source not found.** or 28.1 apply; or
 - (b) the Supplier is in material breach of any obligation under the Contract which is not capable of remedy; or
 - (c) the Supplier breaches any term of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or
 - (d) the Supplier repeatedly breaches any of the terms and conditions of this Contract in such a manner as 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 this Contract; or
 - (e) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
 - (f) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
 - (g) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or

- (h) (being an individual) the Supplier is the subject of a bankruptcy petition or order; or
 - (i) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - (j) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
 - (k) a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or
 - (l) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 20.3(e) to clause 20.3(k) inclusive; or
 - (m) there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
 - (n) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
 - (o) the Supplier's financial position deteriorates to such an extent that in UKRI's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (p) (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 20.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 20.3(m) or any potential such change of control.
- 20.5 The Supplier may terminate the Contract by written notice to UKRI if UKRI has not paid any undisputed invoice within 90 days of it falling due.
- 20.6 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 4, 5, 6, 7, 10, 11, 14, 16, 17, 18, 19, 23, 24, 25, 26, 27, 28,

33, 35, 36 or any other provision of the Contract that either expressly or by implication has effect after termination.

20.7 Upon termination or expiry of the Contract, the Supplier shall immediately:

- (a) cease all work on the Contract;
- (b) deliver to UKRI all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, UKRI and/or its representatives shall have the right to enter the Supplier's premises (which the Supplier shall not refuse) in order to take possession of all Deliverables and all work-in-progress. The Supplier shall allow UKRI and its representatives such access and assistance as required by UKRI and its representatives to take possession of the Deliverables and the work-in-progress. Until the Deliverables and the work-in-progress have been returned to UKRI, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) cease use of and return (or, at UKRI's election, destroy) all of UKRI's Materials in the Supplier's possession or control; and
- (d) give all reasonable assistance to UKRI and any incoming supplier of the Services (as applicable); and
- (e) return or destroy UKRI's Confidential Information in accordance with clause 23.3.

21 DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT

- 21.1 In the event that a Court makes a Declaration of Ineffectiveness, UKRI will promptly notify the Supplier in writing. The Parties agree that the provisions of clause 20.7 and this clause 21 will continue to apply as from the time when the Declaration of Ineffectiveness is made.
- 21.2 The Declaration of Ineffectiveness will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness.
- 21.3 Consistent with UKRI's rights of termination implied into the Contract by Public Contracts Regulations 2015 (as amended), in the event of a Public Procurement Termination Event, UKRI shall promptly notify the Supplier and the provisions of clause 20.7 and this clause 21 shall apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event.

- 21.4 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event in respect of the period prior to the Public Procurement Termination Event.
- 21.5 During any Court proceedings seeking a Declaration of Ineffectiveness or following notification of a Public Procurement Termination Event, UKRI may require the Supplier to prepare a contingency plan with the effect of achieving:
- (a) An orderly and efficient cessation of the Contract or a transition of the provisions of the Services to UKRI or such other entity as UKRI may specify; and
 - (b) Minimal disruption or inconvenience to UKRI or to UKRI's supported organisations or UKRIs,
- and the Parties agree that this shall have effect in the event a Declaration of Ineffectiveness is made or a Public Procurement Termination Event occurs.
- 21.6 Where there is any conflict between the provisions of clause 20.7 and this clause 21 and the contingency plan then the clauses of this Contract shall take precedence.
- 21.7 The Parties will comply with their respective obligations under any contingency plan (as agreed by the Parties, or where agreement cannot be reached, as reasonably determined by UKRI) in the event that a Declaration of Ineffectiveness is made or a Public Procurement Termination Event occurs.

22 GOVERNANCE AND RECORDS

- 22.1 The Supplier shall:
- (a) attend progress meetings with UKRI at the frequency and times specified by UKRI and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - (b) submit progress reports to UKRI at the times and in the format specified by UKRI .
- 22.2 The Supplier shall keep and maintain until 6 years after the expiry or termination of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it and all payments made by UKRI. The Supplier shall on request afford UKRI and its representatives such access to those records as may be reasonably requested by UKRI in connection with the Contract.

- 22.3 UKRI may from time to time require the Supplier to complete the Cyber Essentials Questionnaire. The Supplier shall submit a completed Cyber Essentials Questionnaire to UKRI within 10 Working Days of a request from UKRI. UKRI shall not be liable for the Supplier's or the Staff's costs in complying with this clause 22.3.
- 22.4 The Supplier shall keep and maintain records of sub-Suppliers it uses to supply the Goods and/or Services, including whether the sub-Supplier is an SME and the payments it has made to the sub-Supplier as a result of the sub-Supplier's work under this Contract. The Supplier shall provide such records to UKRI within 10 Working Days of a request from UKRI.
- 22.5 Where the estimated annual Charges are above £5 million, the Supplier shall:
- (a) advertise on the UK Government's Contracts Finder website all sub-Supplier opportunities above £25,000 arising from and in connection with this Contract. Each advert shall provide a full and detailed description of the sub-contract opportunity with each of the mandatory fields on Contracts Finder being completed.
 - (b) within 90 days of awarding a sub-contract, update the notice on Contracts Finder with details of the successful sub-Supplier;
 - (c) monitor the number, type and value of the sub-contract opportunities placed on Contracts Finder in its supply chain during the Term;
 - (d) provide reports on the information at clause 22.5(c) to UKRI in the format and frequency reasonably requested by UKRI; and
 - (e) promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 22.6 Clause 22.5 shall only apply to sub-contractor opportunities arising after the Commencement Date and UKRI may by giving its prior written approval decide to waive the obligations under Clause 22.5 in respect of any sub-contractor opportunity.

23 CONFIDENTIAL INFORMATION

- 23.1 Subject to clause 23.2, each Party shall:
- (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the Disclosing Party; and
 - (b) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.

23.2 Notwithstanding clause 23.1, a Receiving Party may disclose Confidential Information:

- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
- (b) to its auditors or for the purposes of regulatory requirements;
- (c) on a confidential basis, to its professional advisers;
- (d) to the Serious Fraud Office where the Receiving Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- (e) where the Receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause (e) shall observe the Supplier's confidentiality obligations under the Contract; and
- (f) where the Receiving Party is UKRI:
 - (i) on a confidential basis to the employees, agents, consultants and Suppliers of UKRI;
 - (ii) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which UKRI transfers or proposes to transfer all or any part of its business;
 - (iii) to the extent that UKRI (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (iv) in accordance with clause 27;
 - (v) and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on UKRI under this clause 23.

23.3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Receiving Party from the Disclosing Party or its representatives shall be returned promptly to the Disclosing Party (or, at the election of the Disclosing Party, destroyed promptly) on expiry or termination of the Contract, and no copies shall be kept.

24 TRANSPARENCY

- 24.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or EIR, the content of the Contract is not Confidential Information and the Supplier hereby gives its consent for UKRI to publish this Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA or EIR (as applicable) redacted) including any changes to the Contract agreed from time to time. UKRI may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA or EIR.

25 PUBLICITY

- 25.1 The Supplier shall not make any press announcements or publicise this Contract in any way without prior written consent from UKRI.
- 25.2 UKRI shall be entitled to publicise this Contract in accordance with any legal obligation upon UKRI, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.
- 25.3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of UKRI.

26 DATA PROTECTION

- 26.1 In this clause 26, the terms, “processes”, “data controller” and “data processor” shall have the same meanings given to them under Data Protection Legislation.
- 26.2 The Parties acknowledge that for the purposes of Data Protection Legislation, UKRI is the data controller and the Supplier is the data processor of any UKRI Personal Data.
- 26.3 The Supplier shall itself, and shall procure that the Staff, comply with all Data Protection Legislation in relation to any Personal Data processed.
- 26.4 Without limiting clauses 26.2 and 26.3, the Supplier shall at all times (and shall ensure that at all times its Staff):
- (a) process Personal Data only in accordance with the documented instructions received from UKRI and during the Term of this Contract the Supplier shall

immediately inform UKRI if, in the Supplier's opinion, an instruction from UKRI infringes the Data Protection Legislation or any other applicable Law;

- (b) ensure that any person to whom it provides the Personal Data is subject to appropriate confidentiality obligations;
- (c) have in place a suitably qualified data protection representative to manage the Personal Data;
- (d) disclose any Personal Data only on a need to know basis to Staff directly concerned with the provision of the Goods and/or Services;
- (e) not transfer or direct the transfer of any Personal Data to any third party or process or direct the processing of Personal Data outside of the European Economic Area in each case without UKRI's prior written consent (which consent may be subject to conditions as directed by UKRI);
- (f) keep all Personal Data confidential, and have in place now and shall on a continuing basis take all reasonable appropriate technical and organisational measures to keep all Personal Data confidential and secure and to protect against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access;
- (g) keep records of their data processing activities performed under this Contract in order to be able to provide information included in those records to the data protection authorities, upon request, including but not limited to the Information Commissioner. Records should include:
 - (i) details of the data controller and data processor and their representatives;
 - (ii) the categories of processing activities that are performed;
 - (iii) information regarding cross-border data transfers; and
 - (iv) a general description of the security measures that are implemented;
- (h) upon request by UKRI, promptly do such other acts in relation to the Personal Data, or any part thereof, as UKRI shall request to enable UKRI to comply with its obligations under the Data Protection Legislation;

- (i) notify UKRI promptly (and at least within 24 hours) if it receives a request from a Data Subject or a complaint relating to a Data Subject and promptly provide UKRI with all such data, information, cooperation and assistance as is required by UKRI in order to respond to and resolve the request or complaint within any applicable time frames;
- (j) provide such information and allow for and contribute to audits, including inspections, conducted by UKRI or an auditor mandated by UKRI, as is reasonably necessary to enable UKRI to satisfy itself of the Supplier's compliance with this clause 26 and the Data Protection Legislation;
- (k) on termination or expiry of this Contract, and at any other time on UKRI's request, either return or destroy (as elected by UKRI) the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation; and
- (l) notify UKRI without undue delay on becoming aware of any Personal Data Breach and promptly following notification, provide such data, information and assistance as is required by UKRI in order for UKRI to notify the Personal Data Breach to the Information Commissioner and/or Data Subject(s) and otherwise fulfil its obligations under Data Protection Legislation.

26.5 The Supplier shall only use a sub-processor with UKRI's formal written consent (specific or general, although where general consent is obtained processors must notify all and any changes to UKRI, giving them an opportunity to object).

26.6 To the extent that UKRI provides its consent pursuant to clause 26.5, the Supplier shall flow down the contractual obligations contained in clause 26.4 to sub-processors.

26.7 Notwithstanding any other remedies available to UKRI, fully indemnify UKRI as a result of any such breach of the GDPR, by the Supplier or any other party used by the Supplier in its performance of the Contract that results in UKRI suffering fines, loss or damages.

27 FREEDOM OF INFORMATION

27.1 The Supplier acknowledges that UKRI is subject to the requirements of FOIA and EIR and shall:

- (a) provide all necessary assistance and co-operation as reasonably requested by UKRI to enable UKRI to comply with its obligations under FOIA and EIR in relation to any Requests for Information relating to this Contract;

- (b) transfer to UKRI all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide UKRI with a copy of all Information belonging to UKRI requested in the Request for Information which is in its possession or control in the form that UKRI requires within 5 Working Days (or such other period as UKRI may reasonably specify) of UKRI 's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by UKRI.

27.2 UKRI shall be responsible for determining (in its absolute discretion) whether any Information:

- (a) is exempt from disclosure in accordance with the provisions of FOIA or EIR;
- (b) is to be disclosed in response to a Request for Information,

27.3 The Supplier acknowledges that UKRI may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:

- (a) without consulting with the Supplier, or
- (b) following consultation with the Supplier and having taken its views into account.

27.4 Where clause 27.3(a) applies UKRI shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.

27.5 Where the Supplier is subject to the requirements of the FOIA and EIR, UKRI shall assist and co-operate with the Supplier to enable the Supplier to comply with its obligations under the FOIA and EIR in relation to any Requests for Information received by the Supplier relating to this Contract.

28 CORRUPTION

28.1 Without prejudice to any other rights or remedies available to UKRI, UKRI shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or the Supplier's Associate:

- (a) offers or agrees to give any person working for or engaged by UKRI, UKRI's staff and agents, or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement with UKRI or any Public Body;
- (b) has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by UKRI, or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to UKRI before the Contract is entered into;
- (c) breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or
- (d) gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

28.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Supplier and the Supplier's Associates in connection with the Contract and shall notify UKRI immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

28.3 For the purposes of clause 28.1, "loss" shall include, but shall not be limited to:

- (a) UKRI's costs in finding a replacement supplier;
- (b) direct, indirect and consequential losses; and
- (c) any loss suffered by UKRI as a result of a delay in the performance of the Services or its receipt of the Goods (as applicable).

29 MODERN SLAVERY ACT 2015

29.1 In performing its obligations under this Contract, the Supplier shall and shall ensure that any permitted sub-Suppliers shall comply with:

- (a) all applicable laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015; and
- (b) Any anti-slavery policy adopted by UKRI from time to time.

- 29.2 UKRI may from time to time require the Supplier to provide information and evidence to demonstrate its and its sub-Suppliers' compliance with clause 29.1. The Supplier shall provide such information with 10 Working Days of a request from UKRI for the same. A breach of this clause 29.1 shall be deemed a material breach for the purpose of clause 20.3(b).

30 FORCE MAJEURE

- 30.1 Neither Party to this Contract shall in any circumstances be liable to the other for any delay or non-performance of its obligations under this Contract to the extent that such delay or non-performance is due to a Force Majeure Event. Subject to Clause 30.3, the date for performance of any affected obligations will be suspended for a period equal to the delay caused by the Force Majeure Event.
- 30.2 If a Party is delayed in or prevented from performing its obligations under this Contract by a Force Majeure Event, such Party shall:
- (a) give notice in writing of such delay or prevention to the other Party specifying the nature and extent of the Force Majeure Event immediately on becoming aware of it; and
 - (b) use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations.
- 30.3 If the Force Majeure Event continues for a period of 30 (thirty) days or more following notification, then either Party may terminate this Contract by giving not less than 10 (ten) days' prior written notice to the other Party.
- 30.4 UKRI shall not be liable to pay the Charges in relation to any Services that are not provided by the Supplier due to a Force Majeure Event.

31 DISPUTE RESOLUTION

- 31.1 The Parties agree to co-operate with each other in an amicable manner with a view to achieving the successful implementation of this Contract.
- 31.2 If a Dispute arises between UKRI and the Supplier during the Term in relation to any matter which cannot be resolved by local operational management either Party may refer the matter for determination in accordance with the procedure set out in Clause 31.3.
- 31.3 A Dispute referred for determination under clause 31.2 shall be resolved as follows:

- (a) by referral in the first instance to the decision of the individuals for each Party referred to in the Award Letter for stage 1 escalations; and
- (b) if a Dispute is not resolved within 21 days of its referral pursuant to Clause 31.3(a) such Dispute shall be referred to the individuals for each Party referred to in the Award Letter for stage 2 escalations.

31.4 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in Clause 31.3(b), the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

31.5 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

31.6 Neither Party shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory or final injunctive relief on an ex parte basis or otherwise as a result of the terms of this Clause 31, such clause not applying in respect of any circumstances where such remedies are sought.

32 CHANGE CONTROL PROCEDURE

32.1 In the event that either party desires to change the terms of this Contract, the following procedures will apply:

- (a) the Party requesting the change will deliver a “Change Request” (in the form (or substantially in the same form) contained in Schedule 5 to this Contract) which describes:
 - (i) the nature of the change;
 - (ii) the reason for the change;
 - (iii) the effect that the requested change will have on the scope or Specification for the Services; and
 - (iv) any change to the Charges and the Term.

- (b) Upon receipt of a Change Request, the receiving Party's authorised representative will contact his/ her counterpart within 5 working days to discuss and agree the Change Request. The parties will negotiate the proposed changes to the Contract in good faith and agree a timeline in which to finalise the Change Notice.
- (c) Neither party is obliged to agree to a Change Request, but if the parties do agree to implement such a Change Request, the appropriate authorised representatives of both parties will sign the Change Request which will be effective from the date set out in the Change Request.
- (d) If there is any conflict between the terms and conditions set out in the Contract and the Change Request, then the terms and conditions set out in the most recent fully executed Change Request will apply.
- (e) The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Charges as the result of:
 - (i) a General Change in Law; or
 - (ii) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

33 ENTIRE AGREEMENT

- 33.1 The Contract constitutes the entire agreement between UKRI and the Supplier in relation to the supply of the Services and the Contract supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to that subject matter. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

34 NOTICES

- 34.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class or recorded post or, subject to clause 34.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in writing.
- 34.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur

on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

- 34.3 Notices under clauses 20, 21 and 30 may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 34.1.

35 GENERAL

- 35.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

- 35.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

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

- 35.4 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

- 35.5 A person who is not a Party to this Contract shall have no right to enforce any of its provisions, which expressly or by implication, confer a benefit on him or her, without the prior written agreement of the Parties.

- 35.6 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.

36 GOVERNING LAW AND JURISDICTION.

- 36.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by,

and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Annex A: Special Conditions

The Supplier acknowledges that the service to be undertaken is offshore scientific geological investigation by drilling and coring operations and represents:

- (i) that the Supplier will adequately instruct its crews at frequent intervals concerning all safety regulations, legislative requirements and approved work procedures on the handling and use of safety equipment to ensure that audited procedures are in place that demonstrate everything reasonably possible is done to avoid personal injury and property or environmental damage.
- (ii) that the Supplier is willing and technically competent to interface equipment and personnel from third parties with the downhole operations. Such third parties may be a Supplier sub contract or a direct contract or service agreement with UKRI and may include logging services.

1. Platform/Vessel and Crew

1.1 Equipping the Vessel

The Supplier will provide, operate and maintain the Platform or Vessel and the Supplier is and will remain the owner, manager or charterer of the Platform or Vessel described in this clause, for the entire period of the charter. The Platform or Vessel will conform with the specifications and durations provided in Schedule 2. The vessel shall remain equipped with sampling and laboratory equipment, together with any ancillary equipment and operating systems as agreed and specified. All such equipment shall be deemed part of the Platform or Vessel for the purposes of this Contract. Third party equipment provided to the Supplier to meet the Specification requirements shall be taken on board and operated to agreed procedures and the contractual arrangements for such equipment, including Supplier's liability for same shall be clearly stated. UKRI shall be permitted to install equipment onto said vessel or platform that will remain the sole property and liability of UKRI. The Platform must comply with Relevant National or State Government Department requirements and statutory regulations bearing in mind the area the Platform or Vessel will be working in and for the operations on which it is engaged.

1.2 Crewing the Vessel

UKRI have no liability for crew overtime or any necessary vessel or crew clearances, visas or permits for the work area.

The Platform or Vessel complement should at all times be sufficient to comply with Relevant Government Department requirements and statutory regulations bearing in mind the area the Platform or Vessel will be working and for the operations on which it is engaged.

1.3 Deficiency in Supplier's Crew

Should the Supplier fail on delivery for any reason to provide the full complement of personnel the compensation provided for herein in respect of such period shall be reduced by an amount

reasonably commensurate with the deficiency of personnel. Should the Supplier's performance become unsatisfactory by reason of a continued shortage of competent crew, UKRI shall give the Supplier immediate written notice specifying the causes of its dissatisfaction so that the Supplier shall have an obligation and a reasonable opportunity to correct the specified deficiency. If any Supplier's crew become unfit or in the opinion of UKRI conduct themselves so that their presence may jeopardise the efficient conduct of the drilling operations or the safety of the ship in any way, Supplier, after written notice from UKRI shall at first opportunity replace such crew members at Supplier's cost.

1.4 Scientific Programme Representatives onboard

The Supplier shall allow UKRI at its own risk and expense to take on board their representatives, operators and/or consultants for UKRI's purpose in connection with the specified project and for such purpose to make use of the Platform or Vessel's accommodation and facilities during operations under this contract. A minimum of 22 berths shall be made available for this purpose, with additional berths preferable, due to the variability of male and female mix. Supplier will provide provisions and all requisites as supplied to officers. Supplier shall ensure the Platform or Vessel is fully bunkered with maximum capacity for water and food.

1.5 Duties of Supplier's Crew

The Supplier will

- i) undertake all loading, stowing, trimming and discharging of scientific and drilling supplies in port or at sea. This to be done under the supervision of and in accordance with the directions of the Master or an Officer instructed by the Master. Similarly all fuel, freshwater and similar provisions to be done under supervision of the Chief Engineer or an Engineer instructed by the Chief Engineer and to take into account all emergency spillage regulations according to the custom and practice and rules of the port and vessel owners and operators.
- ii) undertake all navigational duties and safely position the Platform or Vessel at the required locations for drilling or conducting ancillary scientific operations. Station keeping of the drilling vessel to be maintained within a 20m radius of the borehole position.
- iii) operate all appropriate machinery on board the Platform or Vessel for loading and unloading scientific and drilling supplies and setting out and retrieving required anchors or jack-up systems.
- iv) operate appropriate drilling machinery and other equipment for taking cores and samples and undertaking other investigation work which will be monitored by UKRI's Representative and/or Consultant. Supplier will operate its equipment in order to undertake logging operations. This is without exception to Condition 3.4.
- v) work in conjunction with specialist subcontractors or scientists to perform scientific investigation to a determined and agreed schedule.

1.6 The Supplier is to:

- a) provide and pay for all provisions and wages, for insurance of the Vessel, for fuel, lubrication oil, port costs, Pilotage, customs duties, supply boat, warehouse and fresh water for all deck and engine room stores and maintain equipment provided for drilling and sampling operations and the Platform or Vessel in a thoroughly efficient seaworthy condition of hull, machinery and equipment.
- b) provide the Platform or Vessel with suitably certified winches, cranes, derricks, sheaves, slings and any ancillary equipment necessary for competently handling all relevant lifts, including but not limited to, equipment for drilling and sampling operations. Handling capability must include proposed devices for handling any specialist equipment specified for downhole or seabed operations and be rated for the water and borehole depths specified. All such equipment must meet the requirements of each and every Relevant Certifying Authority. If the vessel is to perform work which in the opinion of Supplier or UKRI requires more personnel than Vessel's normal complement, such work to be assessed and extra personnel to be supplied by UKRI at their cost and risk.
- c) furnish complete set of cordage, wires and chains and all/any other equipment necessary to take Platform or Vessel onto coring site and to hold position there by agreed means of reference or anchor pattern. The Supplier shall at all times hold available on board spare capacity for positioning should the in-use system fail. The Supplier shall at all times also have in force an emergency call-up system for obtaining further replacement items of equipment.
- e) Warrant that all drilling and circulating equipment has been fully tested and is in good working order with adequate spares and that the Platform or Vessel shall be complete and ready for operations when delivered to UKRI.
- f) Ensure that loading and unloading of UKRI equipment and containers is done so with the required care and diligence. The Supplier to ensure that where additional items are to be placed on top of UKRI containers then the Supplier is to provide the necessary container base plates to ensure that additional items are NOT placed directly on the roof of UKRI containers and to ensure that items are fully secured at all times. Eventual build out of access way to UKRI's containers located on a second level are UKRI's responsibility.

1.7 Representatives

UKRI shall designate a representative or representatives who shall at all times have access to the Platform or Vessel for the purpose of observing tests, inspecting the work performed by Supplier, verifying the records of items furnished by Supplier, and monitoring operations. Specialist sub-contractors on board may be the responsibility of the UKRI's representative(s) or Supplier, this to be agreed.

2 Services

2.1 Maintenance and repair

- a) The Supplier shall make all repairs necessary to maintain the Platform or Vessel in seaworthy condition and to a thoroughly efficient and operational status as regards to hull, machinery, drilling and sampling equipment.
- b) The Supplier to provide a designated mechanic to maintain the drill rig in order to ensure that breakdowns and stoppages are kept to a minimum.
- c) Should the Supplier fail to comply diligently with this obligation, UKRI can give the Supplier written notice specifying the causes of its dissatisfaction. Unless the Supplier within 24 hours commences and diligently continues any reasonable action to remedy the specified deficiencies, UKRI at its election, can terminate this Contract on written notice and with no further cost to UKRI. This action to include keeping the Platform or Vessel's Master, UKRI's onboard representative and shore personnel fully apprised of any action being taken.

2.2 Passengers

Only passengers authorised by UKRI shall be allowed transportation privileges on the Platform or Vessel and such passengers aboard the Platform or Vessel shall comply strictly with applicable Customs and Immigration rules and regulations and with instructions issued by the Master.

2.3 Independent Supplier

The navigation, management and control of the Platform or Vessel shall be under the sole command of the Supplier and its servants, including the Master and crew of the Platform or Vessel. Subject always to the sole right of Supplier or the Master concerned to determine whether the movement may be safely undertaken, the Platform or Vessel will be operated and services rendered at all times as directed by UKRI. The Supplier is to perform at all times as an independent Supplier, and it is agreed that neither it or its employees, or sub-contractors, including the Master and crew of the Platform or Vessel, are servants, agents or employees of UKRI. The actual operation, navigation and management of the Platform or Vessel shall at all times and without exception be done by the Supplier. UKRI's representatives and consultants will be on board only for the purpose of determining the drilling sites, monitoring the drilling, sampling, testing and logging operations..

The Master of the Platform or Vessel shall be responsible at all times for the safety of his Platform or Vessel and crew. If at any time the Supplier believes that a continuance of the operation will result in abnormally hazardous conditions, he shall immediately notify UKRI's representative on board and in the meantime he will exert every reasonable effort to overcome this difficulty. In any such case Supplier is entitled to stop operations under safest possible conditions and consult with UKRI.

2.4 Reporting of Vessel's position

Whilst at sea, the Master shall afford UKRI's representative the necessary facilities to make periodical reports to UKRI's Shore Liaison Officer (SLO) (specified below) and to report the Platform or Vessel's position (stating latitude and longitude) at agreed periods to: UKRI's onshore representative (SLO) – David McInroy or his nominated deputy.

In the event of this instruction being impracticable for any foreseen reasons (e.g. interference with an aspect of the survey programme) then notice must be given to the Shore Liaison Officer as to the estimated duration of radio silence. If such an event is not foreseen (e.g. through Faulty Equipment) a suitable entry should be made in the Ship's log and UKRI's representative informed for a decision. UKRI shall bear all charges incurred in making the necessary and authorised reports.

2.5 Safety Precautions

a) All Services to be carried out within a recognised safety environment which includes methodology, risk assessments, safe systems of work and adherence to relevant regulatory approvals.

b) The Supplier will provide a plan for all immediate accident and emergency provision.

c) Additional lifebuoys and throwing lines may be provided by UKRI, these are to be stowed in a position agreed with UKRI's representative near the working position and to Relevant Regulatory Authority requirements.

d) Safety Drills (fire drill and boat practice) shall be the responsibility of the Master and carried out in accordance with the requirements of the Merchant Shipping 'M' Notice No M694 for the Vessel's Class or relevant applicable Platform requirements but in any case not less than once every 14 days and prior to leaving port. Prompt training must also be provided for all newly arrived personnel joining offshore.

e) The Platform or Vessel must comply in every respect with all applicable and relevant Flag State and reputable Class society rules and regulations. All documents related thereto are to be carried on board and be available for inspection by UKRI. The Supplier shall conduct operations within the framework of UKRI's project Safety, Health, Operation and Environment Plan and within the framework of the Supplier's corporate HSE manual/plan. This manual/plan shall be reviewed and deemed suitable by UKRI. UKRI's operational plan and H&S procedures will be integrated into the operation.

2.6 Operations

a) The Supplier shall be responsible for obtaining authorisation for the vessel and its crew members to enter (if appropriate – including TWIC regulations) and conduct the drilling operation for scientific research operations in the Arctic. UKRI will assist the Supplier with the submission of such documentation if required.

- b) UKRI is responsible for obtaining all necessary scientific permits and clearances.
- c) For each site, UKRI shall provide to the Supplier prior to the commencement of work on the site, any further details of the location of any charted telephone cables, power lines, pipe lines, well heads or other noted obstructions from information provided when scientific clearances were obtained.
- d) The Supplier shall:
 - i) take any information provided from c) above into account before commencing site work and shall:
 - ii) have due regard to the presence of seabed obstructions as detailed an appropriate scale nautical chart or provided via clearances information.
 - iii) conduct the operations required of the Vessel so as to avoid damage to such seabed obstructions. The Supplier shall be held responsible for all damage and/or loss of UKRI or Supplier owned equipment supplied under this Contract which is shown to be due to negligence on the part of Supplier or its servants.
 - iv) The Master (or Supplier) shall be responsible for complying with Traffic Separation Regulations and any other statutory obligations incumbent upon Master (or Supplier).
- e) Before commencing operations in any area, the Master shall obtain confirmation from UKRI's representative on board that all necessary scientific clearances have been obtained, that any obstructions have been assessed and that any specific instructions relating to any permitting which may be issued to either party, are being complied with.

2.7 Materials and Equipment

No injurious inflammable or dangerous goods to be shipped by UKRI other than material usually used in offshore seabed drilling and sampling operations. Carriage and storage of all scientific materials shall be conducted in accordance with applicable regulations. Any additional expenses in this respect to comply with the regulations of the respective supervising authorities to be borne by UKRI.

The Supplier shall arrange rental or purchase of equipment as required for the operations, in agreement with UKRI's Operating Authority, Mr David Smith or his nominated deputy.

The Supplier shall supply drill muds, chemicals and additives, as required and their subsequent storage and handling at port and to and from Platform or Vessel.

2.8 No company logos, designations to be placed on any equipment or infrastructure or flags to flown without UKRI's consent

3 Delivery/Re-Delivery/Access to the Vessel

3.1 Delivery/Re-delivery

- a) The Supplier shall provide a schedule of pre commencement checks at the Platform or Vessel mobilisation port.
- b) Should the Platform or Vessel not have been demonstrated to be ready to start operations from the mutually agreed port or an agreed alternative port on the agreed commencement date UKRI to have the option of cancelling the Contract.
- c) If the Platform or Vessel is not ready by the agreed commencement date UKRI, if required, will declare within 48 hours after receiving notice thereof whether they cancel or not.
- d) The Platform or Vessel shall be re-delivered on completion of operations to a mutually agreed Port. Demobilisation shall be at the port of mobilisation unless otherwise agreed.

3.2 Loading and Unloading of Vessel

UKRI shall have free access to the Platform or Vessel for the purpose of loading and unloading of UKRI's equipment during the agreed mobilisation and demobilisation period or at any time during the Contract period as stated in the schedule of rates.

4 Offhire, Breakdown and Restrictions

4.1 Platform or Vessel Inoperative - Offhire

In the event of drydocking or other measures necessary to maintain the efficiency of the Platform or Vessel, deficiency of men, or Supplier's stores, breakdown of the drilling system Platform or Vessel, or machinery, or damage to equipment, hull or other accident, either hindering or preventing the working of the Platform or Vessel and its equipment or due to the inability of the supply vessel (if offered) to provide necessary equipment, consumables, provisions or personnel the standby rate will not be applicable and no rate to be paid by UKRI for the full period in which the Supplier is unable to perform services immediately required. All fuel consumed during such a period where the Platform or Vessel is unable to perform services immediately required shall be borne by the Supplier, in this instance the Supplier must inform UKRI of the quantity of fuel consumed and this shall be clearly deducted on the relevant invoice. Where the fuel cost has already been invoiced by the Supplier, a credit note should be provided to UKRI by the Supplier for the quantity of fuel consumed for the full period, in which the Supplier is unable to perform services, at the cost per tonne as invoiced. UKRI representative must be informed of proposed remedial action.

If a standby vessel is offered, UKRI will not pay day rate or part thereof in the event that the standby vessel is inoperative due to breakdown, lack of crew etc, even if the drilling operations are unaffected.

Every attempt should be made to carry out maintenance when it is least hindrance to the work required under the Contract. Routine maintenance requiring dock side facilities shall be done during visits to port for other purposes, e.g. re-stocking supplies or weather.

4.2 Prolonged Breakdown

Should the Platform or Vessel, or standby vessel if provided, continue to be off-hire for a period of 7 days under Condition 5.4 UKRI shall in addition to their existing rights under this Contract, have the right to terminate the Contract by giving 24 hours notice in writing to Supplier.

4.3 Voyage Restrictions

The Platform or Vessel is not to be ordered to nor bound to enter any place where fever or epidemics prevalent or to which the Master, Officers and Crew are not permitted to enter according to applicable law.

4.4 War/Security Restrictions

a) Unless the consent of Supplier be first obtained, the Platform or Vessel

shall not be ordered nor continue to any port or place or on any voyage nor be used on any service which will bring the Platform or Vessel within a zone which is dangerous as a result of any actual or threatened act of war, war, hostilities, warlike operations, acts of piracy or of hostility or malicious damage against this or any other vessel or its cargo by any person, body or state whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any government or rulers.

b) Should the Platform or Vessel approach or be brought or ordered within such zone,

or be exposed in any way to the said risks,

- (i) the Supplier shall be entitled from time to time to insure their interest in the Platform or Vessel for such terms as they deem fit up to its open market value and also in the Hire against any of the risks likely to be involved thereby, and UKRI shall make a refund on demand of any additional premium thereby incurred, and
- (ii) notwithstanding the terms of Clause 5.4 Hire shall be payable for all time lost including any loss owing to loss of or injury to the Master, Officers, Crew or passengers or to refusal by any of them to proceed to such zone or to be exposed to such risks.

c) In the event of additional insurance premiums being incurred or the wages of the Master and/or Officers and/or Crew and/or the cost of provisions and/or stores for deck and/or engine room being increased by reason of or during the existence of any of the matters mentioned in sub-clause (a) the amount of any additional premium and/or increase shall be added to the Hire, and paid by UKRI on production of Supplier's account therefore, such account being rendered monthly.

d) The Platform or Vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or in any other way whatsoever given by the government of the nation under whose flag the Platform or Vessel sails or any other government or any person (or body) acting or purporting to act with the authority of such government or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such orders or directions.

e) In the event of a security issue or of the outbreak of war (whether there be a declaration of war or not) or in the event of the nation under whose flag the Platform or Vessel sails becoming involved in war (whether there be a declaration of war or not) either the Supplier or UKRI may terminate this Charter Party, whereupon UKRI shall redeliver the Platform or Vessel to the Supplier having discharged UKRI's equipment and personnel at the agreed demobilisation port or at a near open and safe port or place as directed by the Supplier. In all cases Hire shall continue to be paid and, except as aforesaid, all other provisions of this Charter Party shall apply until redelivery.

f) If in compliance with the provisions of this Clause anything is done or is not done, such shall not be deemed a deviation. UKRI shall procure that all Bills of Lading (if any) issued under this Charter Party shall contain the stipulations contained in sub-clauses (a), (d) and (f) of this Clause

5. Liability and Insurance

5.1 Liability

The Master shall have sole control, command, navigation and management of the Platform or Vessel. The Platform or Vessel shall be operated and the service shall be rendered as requested by UKRI, subject always to the sole right of the Master of the Platform or Vessel to determine whether operation of the Platform or Vessel may be safely undertaken. In the event of delays caused by the Supplier all liability for any costs incurred shall be at their responsibility.

The definition of delays potentially caused by the Supplier includes:

- The Supplier equipment is not present at mobilisation port by the agreed mobilization date
- Delays caused by Vessel or Platform not present at the mobilisation port by the agreed mobilisation date.
- Delays for clearance at Customs caused by the Supplier

In any event where the Supply Boat is required to be used in the event of the Supplier's negligence, Repairs to Drill Rig, Vessel or Platform, trips solely for Supplier's purposes in performing this contract or essential requirements outside of the agreed contract shall be at the Supplier's cost for each trip.

5.2 Accidents and Occurrences

All accidents, near misses and such incidents are to be reported immediately to the UKRI's representative and Officer in Charge. Onboard procedures will apply to rectification of damage and future mitigation of risk. The UKRI's representative or his deputy will notify the appointed Shore Liaison Officer, Dave McInroy or his nominated deputy, of any reportable accident so that it can be documented and entered into the appropriate Accident Book(s).

The Supplier shall report to the appropriate authorities and to UKRI as soon as possible all injuries, death or loss of property arising from accidents and occurrences in operations under this Contract and, when requested by UKRI, shall furnish copies of all pertinent reports made by or on behalf of the Supplier.

5.3 Insurance

a) The Supplier will inform their Hull and Machinery Insurance Underwriters as to the nature of the Platform or Vessel's employment and UKRI's interest in the same and underwriters' agreement obtained for an endorsement of the Policies whereby it is agreed that the underwriters accept that the Vessel shall be so employed during the currency of the Contract and that UKRI shall have the benefit of the Policies. If so required, UKRI to have the right to inspect the Policies and/or endorsements.

b) The Supplier will be responsible for Marine Risks (including collision liability) resulting in loss or damage to the Platform or Vessel or Platform or Vessel's equipment, death or injury to Platform or Vessel's Officers and Crew and the claims of third parties against the Platform or Vessel including damage by the Platform or Vessel to Port and Harbour Installations.

c) Any additional costs incurred in complying with a) above to be at UKRI's expense.

d) It should be noted that UKRI follows a non-insurance policy in respect of their own equipment and bears their own risks in respect of such equipment. Condition 5.3a) provides for Hull and Machinery Insurance Policies to be endorsed to signify underwriters' approval and acceptance of the risks of the nature of the Platform or Vessels in employment under the Contract. The additional costs incurred referred to in Condition 5.3c) relate only to such endorsement and must not be taken to include additional costs of UKRI's equipment to the Hull and Machinery Insurance Policy.

5.4 Salvage

All salvage and assistance to be for the Supplier's and UKRI's equal benefit after deducting the Master's and Crew's proportion and all legal and other expenses including day rate due under the

Contract for time lost in the salvage attempt when the Platform or Vessel shall be off-hire and also repairs of damage and oil-fuel consumed. UKRI to be bound by all measures taken by the Supplier in order to secure payment of salvage and to fix its amount.

5.5 Pollution

The Supplier shall be liable for, and agree to indemnify, defend and hold harmless the UKRI against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising from acts or omissions of the Supplier or their personnel which cause or allow discharge, spills or leaks from the Platform or Vessel.

Schedule 2 - Specification

- 1 The Suppliers shall provide the Services in accordance with this Schedule 2.
- 2 The Supplier shall perform the Services as specified in Lo1 Drilling and Coring Capability specification within the document with reference 'PR18152 RFP Request for Proposal' and inserted below.

[specification to be inserted]

Annex A - Schedule of Processing, Personal Data and Data Subjects

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be the subject of a formal amendment to this Contract.

The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

Description	Details
Subject matter of the processing	Non-sensitive personal data is to be used for personnel involved in the project
Duration of the processing	Data will be gathered during the mobilisation stage and used for the obtaining of necessary permits to operate in Arctic waters. This will be required till completion of the project October 2021.
Nature and purposes of the processing	Non-sensitive personal data will be used in the project. Data will be used for obtaining permits to operate in Arctic waters and for the supplier to obtain the required insurance (Public, employee, and professional indemnity).
Type of Personal Data	<p>Data will comprise of</p> <ul style="list-style-type: none"> • Name of individual • Organisation • Role/Title (e.g. scientist, Project Lead, etc.) <p>The types of personal data required for the purposes of this project (permit and insurance) will be confirmed to the supplier on an as required basis once the contract is awarded.</p>

Categories of Data Subject	Representatives of those involved in the project, including UKRI staff, Supplier's staff and third party staff (other suppliers and sub-contractors involved in project)
Plan for return and destruction of the data once the processing is complete UNLESS requirement under European Union or European member state law to preserve that type of data	No sensitive personal data will be kept after completion of the project. The supplier will confirm to the Contracting Authority that they have destroyed the data on completion of the project.

Schedule 3 - Charges

- 1** The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2** The Supplier will provide to UKRI at the best available firm price and UKRI will pay for drill muds, chemicals, additives and drilling consumables detailed in the pricing schedule and will be paid as used. UKRI will pay levies and fees in connection with UKRI equipment and specified operations.
- 3** Any costs/rates not submitted during the tender stage cannot be included unless mutually agreed between UKRI and Supplier.
- 4** UKRI shall have the right at all reasonable times to inspect the Supplier's books or records in connection with any of Supplier's direct charges and costs that are reimbursable by UKRI under this Contract.

Schedule 4 - Key Personnel

Key Personnel (name and title)	Role in the performance of this Contract
[insert]	[insert]

Schedule 5 - Change Control Notice

Contract Reference:					
1. Change Request Number:					
2. Requested amendments to Contract (including reasons):					
2.1 Effective date:					
This change is effective from: _____					
2.2 The Contract Term is amended as follows:					
Original Expiry Date: _____					
New Expiry Date: _____					
3. Cost impact					
3.1 The Charges are amended as follows:					
	Quantity	Unit cost (£)	Net cost (£)	VAT (£)	Gross cost (£)
Original Contract Value					
New contract Value					
3.2 New Contract terms:					

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Both UKRI and the Supplier agree that they are bound by the terms and conditions set out in this Change Request and, except as set out in this Change Request, all terms and conditions of the Contract remain in full force and effect.

Signed on behalf of

Signed on behalf of

UK Research and Innovation

[insert Supplier's name]

by:

by:

Signature of authorised officer

Signature of authorised person

Name of authorised officer (please print)

Name of authorised person (please print)

Date

Date