



# Ministry of Defence

Defence Medical Services  
Contract No: 701561394  
For:  
The provision of Optimisation of Rehabilitation  
Pathways

Between the Secretary of State for Defence of the United Kingdom And  
of Great Britain and Northern Ireland

Contractor Name and Address

Team Name and address:

**Defence Medical Services**

Coltman House  
DMS Whittington  
LICHFIELD  
WS14 9PY

**Loughborough University**

Epinal Way,  
Loughborough  
LE11 3TU  
United Kingdom

**Email Address:**

[REDACTED]

## Standardised Contracting Terms

### 1 Definitions – In the Contract:

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

**Control** means the power of a person to secure that the affairs of the Contractor (or Subcontractor) are conducted in accordance with the wishes of that person by the means of holding shares, or possession of voting powers in, or in relation to the Contractor; or by virtue of any powers conferred by the constitutional or corporate documents, or by any other document regulating the Contractor (or Subcontractor, as the case may be); and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.b;

**Contract Price** means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract;

**Contractor** means the person, firm or company specified as such in the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

**Contractor Commercially Sensitive Information** means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

**Contractor Deliverables** means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

**Effective Date of Contract** means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

**Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation;

**Hazardous Contractor Deliverable** means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Legislation** means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;

**Notices** means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**Subcontractor** means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract; and

**Quality Assurance Requirements** means those requirements specified in Schedule 3 – Contract Data Sheet.

## 2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not
- b. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
  - (1) the terms and conditions;
  - (2) the schedules; and
  - (3) the documents expressly referred to in the agreement.
- c. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- d. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- e. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- f. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 16 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.f and for enforcement of any judgement, order or award given under English jurisdiction.
- g. This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.
- h. This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.
- i. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor

is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 2.i the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

- j. The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

### **3 Amendments to Contract**

- a. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties
- b. All amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.
- c. Without prejudice to Clause 3.a, where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Contract Change Control Procedure) shall apply.
- d. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with Clause 3.a above has been issued.

### **4 Severability**

- a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:
  - (1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
  - (2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

### **5 Transparency**

- a. Subject to Clause 5.b, but notwithstanding Clause 6, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

## **6 Disclosure of Information**

- a. Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (ISC) and Clause 5.

## **7 Publicity and Communications with the Media**

- a. The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

## **8 Notices**

- a. A Notice served under the Contract shall be:
- (1) in writing in the English Language;
  - (2) authenticated by signature or such other method as may be agreed between the Parties;
  - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
  - (4) marked with the number of the Contract; and
  - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day in the place of receipt, and otherwise on the first Business Day of the recipient immediately following the day of delivery;
  - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
  - (3) if sent by facsimile or electronic means:
    - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
    - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## **9 Change of Control of Contractor**

- a. The Contractor shall notify the Representative of the Authority at the address given in Clause 9.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Sub-contractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct

of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section  
Strategic Supplier Management Team  
Spruce 3b #1301  
MOD Abbey Wood,  
Bristol, BS34 8JH

The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Effective day of Contract.

c. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 9.a. The Authority shall act reasonably in exercising its right of termination under this condition.

d. If the Authority exercises its right to terminate in accordance with clause 9.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 9.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

e. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this condition.

## **10 Progress Monitoring, Meetings and Reports**

- a. The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.
- b. the Contractor is required to produce PowerPoint presentations for each quarterly meeting and forward these to the Authority within 10 working days prior to the agreed quarterly meeting dates.

## **11 Supply of Contractor Deliverables and Quality Assurance**

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
  - (1) correspond with Schedule 2;

- (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
- (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## **12 Delivery / Collection**

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 12.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## **13 Third Party Intellectual Property**

- a. Claims, liabilities and indemnities in respect of infringements or alleged infringements of Third Party Intellectual Property Rights shall be handled in accordance with the provisions of DEFCON 632 (Edn 08/12).
- b. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## **14 Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 14.b the Contractor will be required to register their details (Supplier onboarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with Clause 14.a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with Clause 14.b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of Clause 14.c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## **15 Subcontracting and Prompt Payment**

a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.

b. Where the Contractor enters into a Sub-contract he shall cause a term to be included in such Subcontract:

- (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
- (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
- (3) providing that where the Contractor fails to comply with Clause 15.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of Clause 15.b(2) after a reasonable time has passed; and
- (4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as Clauses 15.b(1) to 15.b(4).

## **16 Dispute Resolution**

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings related to the arbitration or otherwise. No report relating to the same shall be made beyond the tribunal, the Parties, their legal representative and any person necessary to the conduct of the arbitration, without the concurrence of all the Parties to the arbitration.

## **17 Termination for Corrupt Gifts**



The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
  - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:
  - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
  - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
    - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
    - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 17.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## **18 Termination for Convenience**

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least 20 (twenty) business days written notice (or such other period as may be stated Schedule 3 – Contract Data Sheet).
- b. Subject to Clause 18.d, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor, subject to:
  - (1) the Contractor taking all reasonable steps to mitigate such loss; and
  - (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part thereof.
- c. The Contractor shall include in any sub-contract over £250,000 which it may enter into for the purpose of the Contract the right to terminate the sub-contract under the terms of Clauses 18.a to 18.b except that:

- (1) the notice period for termination shall be as specified in the sub-contract, or if no period is specified 20 (twenty) business days; and
- (2) the Contractor's right to terminate shall be restricted by including the following additional clause "Provided that this right is not exercised unless the main contract, or relevant part, has been terminated by the Secretary of State for Defence in accordance with the provisions of Clause 18".

d. The Authority's total liability under the provisions of this Clause shall be limited to the total price of the Contractor Deliverables payable under the Contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

#### **19 Contractor's Records**

a. The Contractor and its Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.

b. The Contractor and its Subcontractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:

- (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
- (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

c. With regard to the records made available to the Authority under Clause 19.a, and subject to the provisions of Clause 6, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.

d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:

- (1) the end of the Contract term;
- (2) the termination of the Contract; or
- (3) the final payment, whichever occurs latest.

**20 Goods Specific Conditions**

Not used.

## 21 Project Specific Conditions

### 21. LIMITATIONS ON LIABILITY

#### Unlimited liabilities

21.1 Neither Party limits its liability for:

- 21.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
- 21.1.2 fraud or fraudulent misrepresentation by it or its employees;
- 21.1.3 breach of any obligation 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
- 21.1.4 any liability to the extent it cannot be limited or excluded by law.

21.2 The financial caps on the Contractor's liability set out in Clause 21.4 below shall not apply to the following:

- 21.2.1 for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:
- 21.2.2 the Contractor's indemnity in relation to DEFCON 703 and 705;
- 21.2.3 breach by the Contractor of DEFCON 532B
- 21.2.4 NOT USED;

21.3 The financial caps on the Authority's liability set out in Clause 21.5 below shall not apply to the following:

- 21.3.1 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to Condition 18.

#### Financial limits

21.4 Subject to Clauses 21.1 and 21.2 and to the maximum extent permitted by Law:

- 21.4.1 Throughout the Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:
  - i in respect of DEFCON 76, [REDACTED] in aggregate;
  - ii in respect of DEFCON 514A [REDACTED] in aggregate;

- 21.5 without limiting Clause 21.4.1 and subject always to Clauses 21.1, 21.3 and 21.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.
- 21.6 Clause 21.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

**Consequential loss**

- 21.7 Subject to Clauses 21.1, 21.2 and 21.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:
- 21.7.1 indirect loss or damage;
  - 21.7.2 special loss or damage;
  - 21.7.3 consequential loss or damage;
  - 21.7.4 loss of profits (whether direct or indirect);
  - 21.7.5 loss of turnover (whether direct or indirect);
  - 21.7.6 loss of business opportunities (whether direct or indirect); or
  - 21.7.7 damage to goodwill (whether direct or indirect), even if that Party was aware of the possibility of such loss or damage to the other Party.
- 21.8 The provisions of Clause 21.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:
- 21.9 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
- i to any third party;
  - ii for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
  - iii relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- 21.10 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

- 21.11 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);
- 21.12 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;
- 21.13 damage to the Authority's physical property and tangible assets, including damage under DEFCON 76;
- 21.14 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;
- 21.15 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);
- 21.16 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or
- 21.17 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

#### **Invalidity**

- 21.18 If any limitation or provision contained or expressly referred to in this Clause is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Clause.

#### **Third party claims or losses**

- 21.19 Without prejudice to any other rights or remedies the Authority may have under this Contract the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:
  - 21.19.1 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

- 21.19.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

**No double recovery**

- 21.20 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

**22. Authority Data**

- 22.1 Nothing in this Contract shall act to transfer the ownership of any Authority data provided to the Contractor under the Contract by the Authority.
- 22.2 Notwithstanding any other term of the Contract, 'Results' under DEFCON 703 shall include but be limited to:
- 22.3 data collected from MOD employees and members of the public that are participating in the project (as set out in Schedule 2 of this Contract);
- 22.4 data sets and databases created using data collected from MOD employees and members of the public that are participating in the project (as set out in Schedule 2 of this Contract) and/or Authority data; and,
- 22.5 any and all modifications, edits or updates to Authority data and Authority owned data sets and databases.

**23. Intellectual Property Rights - Research and Technology**

- 23.1 Notwithstanding Clause 22 (Authority Data), DEFCON 705 shall apply to all other Contractor Deliverables (as set out in Schedule 2 of this Contract).
- 23.2 Clause 4a) of DEFCON 705 shall not apply
- 23.3 Clause 6, 7 and 8 of DEFCON 705 shall not apply.
- 23.4 Further to DEFCON 705, the Contractor shall send the Authority a draft of all intended publications in advance of publication for them to review them for the possible inclusion of any confidential information. The Authority may share the intended publications with the ADVANCE Study Project Board to review. The Authority shall review any such proposed publications sent to it by the Contractor within a period of 30 working days of their receipt and notify the Contractor if a proposed publication contains any of its confidential information or that of the ADVANCE Study members within the review period. In such an event, the Contractor shall delete, genericise or otherwise adapt any such confidential information prior to the publication being made, as agreed with the Authority. The Contractor shall acknowledge the ADVANCE Study and its members, including co-authorship where

- applicable, in any publications arising from the ADVANCE Study, unless requested to the contrary by the Authority.
- 23.5 Nothing in this Contract shall prevent or hinder a registered student of the Contractor who has been approved by the Authority to work on the Contractor Deliverables from submitting a thesis based on the Results referred to in Clause 22 (Authority Data) for a higher degree of the Contractor provided the Contractor complies with the provisions of Clause 23.4 before the thesis is submitted for examination, taking into account Clause 23.6.
- 23.6 Under clause 10 of DEFCON 705 the duration of the period shall be six (6) years.
- 23.7 Under clause 11 of DEFCON 705 'reasonable terms' shall be the same as or equivalent to the terms of DEFCON 705, and a 'reasonable price' shall be nil.
- 23.8 Clause 12 of DEFCON 705 shall not apply
- 23.9 Further to DEFCON 705, the Authority, King's College London and Imperial College of Science Technology and Medicine shall have the right to disclose to and authorise Use by any third party (in whole or in part) all Full Rights Versions and Full Rights Information for any purpose.
- 23.10 Further to clause 14 of DEFCON 705 King's College London and Imperial College of Science Technology and Medicine shall have the right to disclose to and authorise Use within any department of their respective institutions.
- 23.11 For the purposes of Clause 26b) of DEFCON 705 the appropriate representative is Defence Intellectual Property Rights, MOD Abbey Wood #2214, BRISTOL, BS34 8JH.
- 23.12 All references to the Authority in relation to clause 30 of DEFCON 705 but excluding clause 30.a shall be interpreted to King's College London and Imperial College of Science Technology and Medicine.

#### General Conditions

- 23.13 Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

#### 24. Contractor Performance Measurement

- 24.1 The Contractor agrees to the delivery requirements for all Items listed in the Schedule of Requirements (Schedule 2) in accordance with the Key Performance Indicators (KPIs) at Schedule 6.
- 24.2 The KPIs found at Schedule 6, are jointly agreed between the Authority and the Contractor and are deemed to be objectives against which performance can be assessed. The agreed KPIs shall be applicable for the duration of the Contract, unless formally amended.
- 24.3 The Contractor's performance under the Contract shall be monitored by the Authority and measured at regular intervals. The Authority shall assess the Contractor's performance against the KPIs in accordance with Schedule 6, as either having met or not met the performance target.



- 24.4 The Authority shall be responsible for measuring the KPIs and evaluating performance against all KPIs against the measures and criteria as detailed in Schedule 6 and Schedule 6, Appendix 1.
- 24.4.1 KPIs 1, 2, 6 & 7 will be measured against the criteria detailed in Schedule 6 Appendix 1. To achieve the 'Required Percentage Threshold' for these KPIs the Contractor must align to the 'Requirements to Meet Threshold Percentage' criteria.
- 24.4.2 The 'Required Percentage Thresholds' for KPIs 3,4 & 5 refer to the percentage of participant tests completed by the target date against the relevant Statement of Requirement Line.
- 24.4.2.1 The Contractor is required to meet the 'Required Percentage Thresholds' by the target date in increments. For example, for KPI 3 the Contractor is required to complete 10% of testing by the 1<sup>st</sup> of December 2021 and 30% by 31<sup>st</sup> March 2022.
- 24.4.2.2 The KPIs 3,4 & 5 are cumulative, and Contractor will be assessed on their most recent result. For example, if the Contractor achieved 20% of testing by the 1<sup>st</sup> of December 2021, but achieved no more by the 31<sup>st</sup> March 2022 then they would initially meet the target threshold for KPI 3 but then fail to meet it by 31<sup>st</sup> March 2022. Until the next review point the Contractor would be scored as not meeting the target threshold.
- 24.4.2.3 If the Contractor scores below the target threshold for any of KPIs 3,4 & 5 then the performance consequences detailed at 24.6 will come into effect. However, this will only come into effect if the Contractor has failed to meet the threshold at the final date increment. For example, for KPI 3 if the Contractor missed each threshold at the first 4 date increments but achieved the target threshold of 100% by 30<sup>th</sup> June 2023 then no performance consequence would take effect.
- 24.5 To achieve a KPI the Contractor is required to meet or exceed the Required Threshold Percentage by the provided delivery date and/or timescale, the requirements for which are detailed at Schedule 6, Appendix 1.
- 24.6 If the Contractor's performance is below the required KPI threshold, the Authority can deem it necessary to seek guarantees of improvements from the Contractor and/or enforce remedies and retentions.
- 24.6.1 In the event the Contractor scores below the target threshold, as shown in Schedule 6, for a KPI the Authority is entitled to enforce a retention percentage of a payment due to the Contractor.
- 24.6.2 The retention figure represents the diminished value of the service received in the event of a failure against a KPI(s).
- 24.6.3 The retention percentage shall represent a deduction of 2.5% against the payment aligned to the KPI where the Contractor has not met the threshold.
- 24.6.4 The Authority reserves the right to exempt the Contractor from retentions if the Contractor proposes remedies to the contract which are approved by the Authority. Receiving approval for remedies will not automatically ensure a retention is not enforced. The decision to enforce a retention is held at the discretion of the Authority.
- 24.6.5 If remedies and retentions are not successful and the Contractor continues to not perform at the required KPI target thresholds the Authority retain the option terminate the Contract in accordance with Clause 18.

## **25 Research Standards**

- 25.1 The Contractor is to adhere to all research standards that pertains to this research project as stated in the project proposal at Schedule 7 which clearly defines the boundaries that the Authority expects the Contractor to operate within.
- 25.2 In the event the Authority feels Research Standards are not in line with Schedule 7 the Authority reserves the right to exercise its rights under Clauses 16, 18 and 26.1.

## **26 Complaints**

- 26.1 The Contractor shall operate an unambiguous written procedure for handling complaints from the Authority about the service provided under this contract.
- 26.2 All complaints made by the Authority to the Contractor shall be acknowledged in writing within 5 working days by the Contractor. The Contractor shall keep a full written record of the nature of each complaint and details of the action taken as a result of the complaint. The Contractor shall use all reasonable endeavors to ensure that all complaints are resolved within 15 days of the complaint being notified to the Contractor.
- 26.3 Should the nature of the complaint require additional investigation or action by a Professional and Regulatory Body, or other government organisations in which case the Contractor shall use all reasonable endeavors to ensure that the complaint is resolved as soon as possible thereafter. The details of how the complaint has been resolved is to be notified to the Authority in writing as soon as possible thereafter and the Contractor will, on request from the Authority at any time, provide the Authority with an update as to the progress of the resolution of the complaint.

**22 Project Specific DEFCONs**

DEFCON 035 (Edn. 10/04) - Progress Payments

DEFCON 129J (ISC) (Edn. 12/19) - The use of Electronic Business Delivery Form

DEFCON 502 (ISC) (Edn. 12/19) - Specification Changes

DEFCON 514A (Edn. 03/16) - Failure of Performance under Research and Development Contracts

DEFCON 531 (ISC) (Edn. 12/19) - Disclosure of Information

DEFCON 532B (Edn. 04/20) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 609 (ISC) (Edn. 12/19) - Contractor's Records

DEFCON 658 (ISC) (Edn. 12/19) – Cyber

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Moderate, reference **RAR-F96UNSQJ** as defined in Def Stan 05-138.

DEFCON 705 (Edn 06/21) – Intellectual Property Rights - Research and Technology

DEFCON 703 (Edn 06/21) – Intellectual Property Rights - Vesting in The Authority

**Personal Data Particulars****DEFFORM 532**

Edn 10/19

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

<b>Data Controller</b>	[REDACTED]
<b>Data Processor</b>	[REDACTED]
<b>Data Subjects</b>	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p>ADVANCE Study cohort participants, individually identified as fitting the pre-requisite requirements (those ex-military personnel with LL amputations) and recruited into the study.</p>
<b>Categories of Data</b>	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p>Name, Address, email, phone, Age, Anthropometric data, Study results data</p>
<b>Special Categories of data (if appropriate)</b>	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data:</p> <p>Ethnic origin and biometric data</p>
<b>Subject matter of the processing</b>	<p>The processing activities to be performed under the contract are as follows:</p> <p>Each participant will undergo the following:</p> <p>Anthropometric Assessment</p>

	<p>Ultrasound imaging of lower limbs</p> <p>MRI scanning from T1 to distal end of amputation</p> <p>Gait Analysis</p> <p>Steady State Walking Test Results</p> <p>Isometric Strength of the Lower Limb remnants</p> <p>Data will be kept on REDCAP and Military PACS (both approved data holding software systems)</p> <p>Participant data analysis will only be undertaken when it is fully anonymised.</p>
<b>Nature and the purposes of the Processing</b>	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p>Data will be collected and kept on REDCAP and Military PACS (both approved data holding software systems)</p> <p>Participant data analysis will only be undertaken when it is fully anonymised.</p> <p>MRI scanning will be undertaken on the Loughborough University 3T scanner. Arrangements have already been completed for secure transfer to Military PACS at QEHB for use at Stanford Hall.</p>
<b>Technical and organisational measures</b>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p>Initial personal data after consent by the participant, will be collected on REDCAP.</p> <p>Following the scheme of work packages, all data regarding participant findings will be anonymised.</p> <p>Access to this data is via project management / Chief Investigator committee and for those specifically noted on the MODREC application.</p>

	Any further request for use of anonymised data will have to be made on an individual basis only and approved via the project authorising officers: Gp Capt Alex Bennett for DMRC and Prof David Williams Chief Investigator.
<b>Instructions for disposal of Personal Data</b>	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):</p> <p>Data will be maintained for a minimum of 20 years in accordance with the ADVANCE study cohort.</p> <p>All data apart from the consent forms will be electronic and will be destroyed/deleted at 20 years unless further research suggests that the data remains useful. As all data will be anonymised this will remain GDPR compliant.</p>
<b>Date from which Personal Data is to be processed</b>	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:</p> <p>1 Mar 2021 at start of project participant data collection</p>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

**Innovation SC Schedules**

**Schedule 1 – Additional Definitions of Contract**

**Schedule 2 - Schedule of Requirements for Contract No: 701561394**

For the Research Project – Optimising Rehabilitation Pathways in Severely Injured Personnel : An  
ADVANCE Study Extension

<b><u>Contractor Deliverables</u></b>				
<b>Item Number</b>	<b>Specification</b> (in line with requirements specified in Schedule 5)	<b>Delivery Date</b>	<b>Total Qty</b>	<b>Price (£)</b>
1	Package 1 – Detailed anthropometric data collection.	Commencement 1 Mar 21 and completion 30 <sup>th</sup> June 2023	72 (participant test conducted)	[REDACTED]
2	Package 2 - MRI and Ultrasound Scanning	Commencement 1 Mar 21 and completion 30 <sup>th</sup> June 2023	72 (participant test conducted)	[REDACTED]
3	Package 3 – Motion Analysis/Gait Analysis	Commencement 1 Mar 21 and completion 30 <sup>th</sup> June 2023	72 (participant test conducted)	[REDACTED]
4	Package 4 – Strength Testing	Commencement 1 Mar 21 and completion 30 <sup>th</sup> June 2023	72 (participant test conducted)	[REDACTED]



## Request for Quotation 701561394

5	Progress Meetings	3 months after the start of the Contract and every 3 months after	1 meeting & report quarterly	[REDACTED]
6	Interim report	Completion no later than 30 <sup>th</sup> June 2022	1	[REDACTED]
7	Final Report	Completion no later than 30 <sup>th</sup> September 2023	1	[REDACTED]
<b>Total Price</b>				112,282.00

**Schedule 3 – Contract Data Sheet**

<b>Clause 2.g - Contract Period</b>	<p>Effective date of Contract: 1 Oct 2020</p> <p>The Contract expiry date shall be: 30th September 2023</p>
<b>Clause 8 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail Yes</p> <p>Notices served under the Contract shall be sent to the following address: Authority: HQ Defence Medical Services Group   Coltman House   DMS Whittington   LICHFIELD   WS14 9PY</p> <p>Contractor: Director of Research and Enterprise, Loughborough University, Loughborough, Leicestershire LE11 3TU. With a copy to [REDACTED]</p>
<b>Clause 10 – Progress Meetings</b>	<p>The Contractor shall be required to attend the following meetings: Type: Progress Meetings Frequency: Quarterly (as shown in Schedule 2) Location: Virtually unless otherwise specified</p>
<b>Clause 10 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports: Type: Quarterly, Interim and Final Frequency: As detailed in Schedule 2 Method of Delivery: Electronic Delivery Address: As detailed in Schedule 3</p>

<b>Clause 11.a – Contract Price</b>	All Schedule 2 line items shall be FIRM Price and inclusive of any UK custom and excise or other duty payable other than those stated below:
<b>Clause 11.b – Supply of Contractor Deliverables and Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP</p>
<b>Clause 12 – Delivery/Collection</b>	<p>Contract Deliverables are to be:</p> <p>Reports to be delivered electronically by the contractor for acceptance by [REDACTED]</p> <p>Special Instructions: N/A</p> <p>Collected by the Authority</p> <p>Special Instructions (including consignor address if different from Contractor's registered address): N/A</p>
<b>Clause 18 – Termination for Convenience</b>	<p>The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:</p> <p>The Notice period for termination shall be 20 Business Days</p>

**DEFFORM 111 Appendix 1 to Schedule 3- Contact Data Sheet**

DEFFORM 111  
(Edn 03/21)

## Schedule 3- Appendix A- Addresses and Other Information

<b>1. Commercial Officer</b> Name: [REDACTED] Address: DMS Whittington / Coltman House / Lichfield / WS14 9PY Email: [REDACTED]	<b>8. Public Accounting Authority</b> 1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ( 44 (0) 161 233 5397 2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ( 44 (0) 161 233 5394
<b>2. Project Manager, Equipment Support Manager or PT Leader</b> (from whom technical information is available) Name: [REDACTED] Address: ICT Centre, Birmingham B15 2SQ Email: [REDACTED]	<b>9. Consignment Instructions</b> The items are to be consigned as follows: N/A
<b>3. Packaging Design Authority</b> Organisation & point of contact: DES IMOC SCP TLS Packaging MOD Abbey Wood, Bristol, BS34 8JH Email: DESIMOCSCP-TLS-Pkg@mod.uk ( +44 (0) 30 679 35353	<b>10. Transport.</b> The appropriate Ministry of Defence Transport Offices are: <b>A. DSCOM</b> , DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH <u>Air Freight Centre</u> IMPORTS ( 030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS ( 030 679 81113 / 81114 Fax 0117 913 8943 <u>Surface Freight Centre</u> IMPORTS ( 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 EXPORTS ( 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 <b>B. JSCS</b> JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837 <a href="http://www.freightcollection.com">www.freightcollection.com</a>
<b>4. (a) Supply / Support Management Branch or Order Manager:</b> [REDACTED] <b>Branch/Name:</b> Research & Clinical Innovation (MOD) ICT Centre  Vincent Drive  Birmingham  B15 2SQ Email : [REDACTED] (b) U.I.N. D0377A	

<p><b>5. Drawings/Specifications are available from</b></p> <p>N/A.</p>	<p><b>11. The Invoice Paying Authority</b>  Ministry of Defence ( 0151-242-2000  DBS Finance  Walker House, Exchange Flags Fax: 0151-242-2809  Liverpool, L2 3YL <b>Website</b>  <b>is:</b> <a href="https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing">https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</a></p>
<p><b>6. INTENTIONALLY BLANK</b></p>	<p><b>12. Forms and Documentation are available through *:</b>  Ministry of Defence, Forms and Pubs Commodity Management  PO Box 2, Building C16, C Site  Lower Arncott  Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)  <b>Applications via fax or email:</b> <a href="mailto:DESLCSLS-OpsFormsandPubs@mod.uk">DESLCSLS-OpsFormsandPubs@mod.uk</a></p>
<p><b>1. Quality Assurance Representative:</b></p> <p><b>AQAPS</b> and <b>DEF STANs</b> are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <a href="http://dstan.uwh.diif.r.mil.uk/">http://dstan.uwh.diif.r.mil.uk/</a> [intranet] or <a href="https://www.dstan.mod.uk/">https://www.dstan.mod.uk/</a> [extranet, registration needed].</p>	<p><b>*NOTE</b>  1.Many <b>DEFCONs</b> and <b>DEFFORMs</b> can be obtained from the MOD Internet  Site: <a href="https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm">https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm</a>  2. <u>If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.</u></p>

**Schedule 4 - Contract Change Control Procedure (i.a.w. clause 3.c) for Contract No: 701561394**

**1. Authority Changes**

Subject always to Condition 3 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

**2. Notice of Change**

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

**3. Contractor Change Proposal**

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
  - (1) the effect of the Change on the Contractor's obligations under the Contract;
  - (2) a detailed breakdown of any costs which result from the Change;
  - (3) the programme for implementing the Change;
  - (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
  - (5) such other information as the Authority may reasonably require.
- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

**4. Contractor Change Proposal – Process and Implementation**

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
  - (1) evaluate the Contractor Change Proposal;
  - (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
  - (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 3 (Amendments to Contract); or
  - (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

## **5. Contractor Changes**

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

**Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. clause 5) for Contract No:**

Contract No: 701561394
Description of Contractor's Commercially Sensitive Information: <i>(to be populated by the Contractor if required)</i>
Cross Reference(s) to location of sensitive information: <i>(to be populated by the Contractor if required)</i>
Explanation of Sensitivity: <i>(to be populated by the Contractor if required)</i>
Details of potential harm resulting from disclosure: <i>(to be populated by the Contractor if required)</i>
Period of Confidence (if applicable): <i>(to be populated by the Contractor if required)</i>
<p>Contact Details for Transparency / Freedom of Information matters: <i>(to be populated by the Contractor if required)</i></p> <p>Name: [REDACTED]</p> <p>Position: Information Governance Manager</p> <p>Address: Academic Registry, Loughborough University, Loughborough, Leics. LE11 3TU</p> <p>Telephone Number: [REDACTED]</p> <p>Email Address: [REDACTED]</p>



## Schedule 6- Key Performance Indicators

Ser	Key Performance Indicator	Definition	By Whom	Measure Acceptance Date	Required Threshold Percentage
1	Meeting with DO	Agreement on stages and research requirements	Contractor	1st March 2021	100% (in accordance with Appendix 1)
2	Progress updates	Provide 3 monthly updates to the DO in the form of quarterly meetings and quarterly progress reports.	Contractor	3 months after the start of the contract and every 3 months thereafter	100% (in accordance with Appendix 1)
3	MRI and Ultrasound image analysis	Completion of analysis Package 2 in line with Schedule 2 item 2 and as defined by Schedule 7	Contractor	1 Dec 21	10%
				31 Mar 22	30%
				30 Jun 22	50%
				1 Dec 22	80%
				30 Jun 23	100%
4	Correlation of analysis of muscle size and strength	Completion of analysis of Package 3 in line with Schedule 2 item 3 and as defined by Schedule 7	Contractor	1 Dec 21 31 Mar 22 30 Jun 22 1 Dec 22 30 Jun 23	10% 30% 50% 80% 100%
5	Correlation of muscle size, strength and energy cost of movement	Completion of Package 4 in line with Schedule 4 item 4 and as defined by Schedule 7	Contractor	1 Dec 21 31 Mar 22 30 Jun 22 1 Dec 22 30 Jun 23	10% 30% 50% 80% 100%
6	Interim Report	Completed report received and signed off at the discretion of the DO	Contractor	No later than the 30 <sup>th</sup> June 2022	100 (in accordance with Appendix 1)
7	Final Report	Completed report received and signed off at the discretion of the DO	Contractor	No later than the 30 <sup>th</sup> September 2023	100 (in accordance with Appendix 1)

**Schedule 6- Appendix 1 - Key Performance Indicators Threshold Percentage Requirements**

<b>Required Threshold Percentage</b>	<b>Requirements to Meet Threshold Percentage</b>
100	Full delivery of deliverable within measure acceptance date.
80	Partial delivery of deliverable by measure acceptance date and full delivery no later than 1 month from the measure acceptance date or as otherwise agreed in writing with the Authority.
50	Partial delivery of deliverable by measure acceptance date and full delivery no later than 3 month from the measure acceptance date or as otherwise agreed in writing with the Authority.
0	No delivery of deliverable by required acceptance date and full deliverable delivery either not known or anticipated within a time period exceeding 3 months from the measure acceptance date.

**Schedule 7- Project Proposal**

[REDACTED]