

Master Services Agreement for the Supply of Doping Control Sample Collection Equipment

UKAD MASTER SERVICES AGREEMENT

(Part A – Key Terms)

By signing below, each party acknowledges and agrees to the terms set out in each of this Part A (Key Terms) and Part B (Terms and Conditions) (together the “**MSA**”), and each Order (as defined in Part B”) agreed by the parties (the MSA and each Order collectively referred to as the “**Agreement**”).

This Agreement is made on the Commencement Date (as defined below) between UKAD and the Supplier (as defined below) (each a “party” and together the “parties”).

UKAD: **UNITED KINGDOM ANTI-DOPING LIMITED** a company incorporated and registered in England and Wales with company number 06990867 whose registered office is at SportPark, 3 Oakwood Drive, Loughborough, England, LE11 3QF

**UKAD
MANAGER:** **[Insert name and contact details (including phone number and email address) of main UKAD contact]**

SUPPLIER: **[Insert company name, company number and registered address of Supplier]**

**SUPPLIER
MANAGER:** **[Insert name and contact details (including phone number and email address) of main Supplier contact]**

**COMMENCEMENT
DATE:** **[The date of signature of this Agreement by both parties] OR [Insert date]**

TERM: This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with Part B, until the third anniversary of the Commencement Date (the **Initial Term**), when it shall automatically terminate without notice unless: (i) there are uncompleted Order(s), in which case this Agreement shall automatically terminate on completion of such Order(s); or (ii) this Agreement is extended by UKAD in accordance with paragraph (b) below.

(b) UKAD shall be entitled to extend this agreement (on the same terms) for:

(i) a further 12-month period immediately following the Initial Term (the **First Extension Period**), by providing written notice to this effect to the Supplier no later than 30 days prior to the expiry of the Initial Term;

(ii) a further 12-month period immediately following the First Extension Period (the **Second Extension Period**), by providing written notice to this effect to the Supplier no later than 30 days prior to the expiry of the First Extension Period; and

(iii) a further 12-month period immediately following the Second Extension Period (the **Third Extension Period**), by providing written notice to this effect to the Supplier no later than 30 days prior to the expiry of the Second Extension Period.

If UKAD does not serve written notice to extend in accordance with sub-paragraphs (b)(i) or (b)(ii) above, this Agreement shall automatically terminate without notice at the end of the First Extension Period or Second Extension Period (as applicable), unless there are uncompleted Order(s), in which case this Agreement shall automatically terminate on completion of such Order(s).

At the end of the Third Extension Period, this Agreement shall automatically terminate unless there are uncompleted Order(s), in which case this Agreement shall automatically terminate on completion of such Order(s).

By signing below each party acknowledges and agrees to the terms set out in this Agreement (and Schedule hereto) which together form a binding agreement between the parties.

**SIGNED FOR AND ON BEHALF OF UNITED
KINGDOM ANTI-DOPING LIMITED BY:**

SIGNATURE:

DATE:
.....

**SIGNED FOR AND ON BEHALF OF [INSERT SUPPLIER
COMPANY NAME] BY:**

SIGNATURE:

DATE:
.....

UKAD MASTER SERVICES AGREEMENT
(Part B – Terms and Conditions)

1 Interpretation

1.1 In these Terms and Conditions, the following terms shall have the following meanings:

Agreement has the meaning given to it in Part A;

Applicable Law means all applicable laws, enactments, regulations, rules, codes of practice, guidelines, directions and decrees imposed by law or any competent authority in any jurisdiction within the United Kingdom which are in force from time to time during the Term;

Background IP means all Intellectual Property Rights belonging to a party prior to any work done in contemplation of the Agreement;

Business Day means a day (other than a Saturday or Sunday) when banks generally are open for the transaction of normal banking business in London;

Commencement Date has the meaning given to it in Part A;

Confidential Information means all and any commercial, financial, marketing, technical, operational or other information, know-how or trade secrets in any form or medium belonging to or disclosed by one of the parties to the Agreement or obtained under or in connection with the Agreement (whether disclosed or obtained before or after the date of the Agreement). UKAD's Confidential Information shall include any information which concerns UKAD's officers or representatives;

Fee means the fee payable to the Supplier for the Goods as specified in a Order;

Force Majeure Event means all events beyond the control of the affected party which cannot be reasonably foreseen or, if foreseeable, cannot be avoided including war, hostilities, invasion, riot, civil commotion, strikes (other than of the affected party's own workforce), act(s) of terrorism, epidemic, pandemic, government control, fire, flood, storm or other natural catastrophe. A "Force Majeure Event" shall not include any fault or delay by the Supplier's sub-contractors other than as a result of a Force Majeure Event affecting them;

Goods means any goods and equipment provided by the Supplier to UKAD, including such items specified as 'Goods' in an Order;

Intellectual Property Rights means any current and future intellectual property rights, including: (a) copyrights, trademarks, trade names, domain names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how including commercial know-how, design rights, patents, utility models, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights; (b) all intangible rights and privileges of a nature similar, analogous or allied to any of rights listed in (a); and (c) in every case in any part of the world and whether or not registered, including in relation to any of rights listed in (a) and (b): (i) all granted registrations and all applications for registration; (ii) all renewals, reversions or extensions; (iii) the right to sue for damages for past infringement; and (iv) all forms of protection of a similar nature which may subsist anywhere in the world;

Insolvency Event occurs when a party: (a) ceases, or threatens to cease, to carry on the whole or a substantial part of its business; (b) becomes unable to pay its debts as and when they fall due, makes an arrangement or composition with its creditors or goes into liquidation; (c) is the subject of the commencement of any bankruptcy proceedings, the passing of a resolution for its winding up, the giving of a notice of appointment or intention to appoint an administrator or liquidator (which is not dismissed, withdrawn or set aside within 14 days after presentation); or (d) has an administrator, an administrative receiver or trustee appointed over all or any of its assets;

Invoice Date(s) has the meaning given in the relevant Order;

Manager means UKAD Manager or the Supplier Manager (as the case may be);

Order means any order for Goods agreed in writing (including by email) between the parties during the Term, unless the parties have expressly agreed in writing that the terms of this Agreement shall not apply to that order. Such Order shall include, without limitation the nature, volume, and delivery date of the Goods, and the fee, as well as other relevant information relating to the Goods;

Rate Card means the rate card in relation to the Goods of the Supplier set out in Schedule 1;

Specification Document means the specification document for the Doping Control Sample Collection Equipment dated 18 April 2023 provided to the Supplier as part of the tender process carried out by UKAD for the supply of Goods;

Supplier has the meaning given to it in Part A;

Term has the meaning given in clause 5.1;

Terms and Conditions means UKAD's general terms and conditions as set out in this Part B; and

UKAD has the meaning given to it in Part A.

1.2 The parties agree that: (a) clause and paragraph headings used in the Terms and Conditions are inserted for ease of reference only and shall not affect construction; (b) in the event of any inconsistency between the provisions of this MSA and the provisions of the Order, the provisions of this MSA shall prevail unless specific wording is included to the contrary in the Order; (c) references to the word "include" or "including" (or any similar term) are not to be construed as implying any limitation; and (d) references to statutory provisions or enactments shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision or enactment.

2 Scope

- 2.1 The parties agree that this MSA shall: (a) operate as a legally binding supply agreement specifying the overarching terms which shall govern the relationship between the parties; and (b) provide a framework pursuant to which the parties may enter into Orders in accordance with clauses 2.2 and 2.3 (inclusive) below.
- 2.2 The parties may, from time to time, enter into an Order for the supply of specific Goods.
- 2.3 Each Order entered into by the parties shall form part of the Agreement, but may, without affecting the ongoing operation of the remaining parts of the Agreement, be terminated by either party in accordance with the termination provisions set out in this Part B and/or the relevant Order.
- 2.4 Unless and until any Order is approved and agreed by the authorised representatives of the parties, all discussions, proposals and negotiations between the parties regarding the provision of Goods under an Order shall be treated as subject to contract and shall not create binding obligations on the parties regarding the provision of such Goods.
- 2.5 Unless expressly stated otherwise in the Order, nothing in this Agreement will constitute any form of guarantee from UKAD in relation to the volume of Goods required by UKAD during the Term. The Supplier shall be appointed on a non-exclusive basis.
- 2.6 The Agreement shall: (a) prevail over and take the place of any other items or conditions stipulated, incorporated, referred to or contained in any document or communication from the Supplier in the course of negotiations; and (b) apply to the exclusion of any other terms or conditions (other than the Specification Documentation) on which any quotation has been given to UKAD or subject to which the Agreement is accepted or purported to be accepted by the Supplier and any similar provision in the Supplier's terms and conditions shall be of no effect. Any variation to the Agreement shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Supplier and UKAD.
- 2.7 The Supplier represents, warrants and undertakes to UKAD that: (a) it has all requisite corporate power and authority to enter into the Agreement and carry out the transactions contemplated therein; (b) the entry into and performance of its obligations under the Agreement have been duly authorised by all necessary corporate action on its part; (c) it has obtained all consents, permissions and licenses necessary to enable it to perform its obligations under the Agreement; (d) it shall not do or omit to do anything which may cause UKAD to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and (e) it shall not publicly associate itself with UKAD except in accordance with the terms of the Agreement.

3 Supply of Goods

- 3.1 Supplier shall: (a) deliver the Goods on the date(s) and to the delivery location(s) specified in the relevant Order; and (b) where relevant, by ensuring that Supplier's drivers and other transport operatives: (i) follow the delivery instructions and maps that are provided to them by UKAD; and (ii) report to the relevant person(s)/office(s) notified to them by UKAD in respect of any delivery.
- 3.2 Where no delivery time is stated in an Order or otherwise agreed by the parties in writing (including by email), the Supplier shall deliver the Goods within 8 calendar weeks of the date of the Order.
- 3.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the relevant delivery location referred to in the relevant Order.
- 3.4 Supplier shall not deliver the Goods in instalments without UKAD's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately.
- 3.5 Supplier shall ensure that the Goods shall: (a) correspond with their description and any applicable specification agreed by the parties in writing (including as set out in the relevant Order and in the Specification Document); (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by Supplier or made known to Supplier by UKAD (including as set out in the Specification Document), and in this respect UKAD relies on Supplier's skill and judgement; (c) be free from defects in design, materials and workmanship and remain so after delivery; and (d) comply with all Applicable Law, and policies of UKAD, to the extent such policies of UKAD apply to the supply of Goods.
- 3.6 Supplier shall ensure that: (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the order, the order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and (c) it states clearly on the delivery note any requirement for UKAD to return any packaging material for the Goods to Supplier. Any such packaging material shall only be returned to Supplier at its cost.
- 3.7 In respect of purchased Goods, title and risk in the Goods shall pass to UKAD on acceptance of the Goods in accordance with clause 4.3, save that title in the Goods shall pass to UKAD on payment if that occurs earlier than acceptance of the Goods in accordance with clause 4.3.
- 3.8 The Supplier shall perform, immediately from the Commencement Date, its obligations under this Agreement using the highest level of professional care and skill in a good workmanlike manner in accordance with then-current best industry practice and at all times in accordance with the terms of the Agreement (including to the applicable specifications (including in the Specification Document), and by the due dates as set out in the Order or otherwise agreed by the parties) and UKAD's reasonable instructions.

- 3.9 The Supplier shall: (a) devote such time as is necessary and give UKAD the full benefit of the Supplier's knowledge, expertise and skills in the performance of the Supplier's obligations; (b) work and co-operate with UKAD's personnel and with any other personnel notified to it by UKAD; (c) ensure that its personnel comply with UKAD's safety and security standards and any lawful guidelines issued by UKAD from time to time; (d) provide all such assistance, co-operation and information (including to third party suppliers) as UKAD may reasonably require; and (e) have no right or authority, express or implied, to commit or otherwise obligate UKAD in any manner whatsoever except to the extent specifically agreed in writing by UKAD.
- 3.10 The Supplier shall not be entitled to make any amendments to and/or vary the Goods requested pursuant to the Order without the prior written consent of UKAD or as otherwise agreed pursuant to clause 6.
- 3.11 The parties shall hold review meetings regularly as often as may be reasonably required by UKAD. Such meetings shall be convened and chaired by UKAD's authorised representative (acting reasonably and in good faith).
- 3.12 In addition to the 'additional requirements' (if any) set out in relevant Order, the Supplier warrants and undertakes that the Goods shall materially conform with the Specification Document.

4 Acceptance

- 4.1 The Supplier shall deliver the Goods to UKAD by the date(s) set out in the relevant Order (or as otherwise agreed by the parties) or, if no date(s) have been agreed, as soon as possible. The Supplier shall not be liable in respect of any failure to meet any delivery date(s), to the extent that such default is solely the fault of UKAD's inability to perform its obligations in terms of the Agreement.
- 4.2 If any of the Goods are not delivered by their delivery date(s), then, without limiting any other right or remedy UKAD may have, UKAD may: (a) refuse to take any subsequent attempted delivery of the Goods; (b) terminate the Agreement with immediate effect; (c) obtain substitute goods from another supplier and recover from the Supplier any costs and expenses reasonably incurred by UKAD in obtaining such substitute goods; and/or (d) claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Goods on the delivery date(s).
- 4.3 The Supplier shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.
- 4.4 If any of the Goods do not comply with clause 3, then, without limiting any other right or remedy UKAD may have, UKAD may: (a) require the Supplier to repair or replace the rejected Goods at the Supplier's risk and expense as soon as possible after being requested to do so; (b) require the Supplier to repay the Fee for the rejected Goods in full (whether or not UKAD has previously required the Supplier to repair or replace the rejected Goods); (c) obtain substitute deliverables from another supplier and recover from the Supplier any costs and expenses reasonably incurred by UKAD in obtaining such substitute goods; and/or (d) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Goods that are not in conformity with the terms of the Agreement.
- 4.5 UKAD's rights and remedies under this clause 4 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into the Agreement by the Sale of Goods Act 1979.
- 4.6 The terms of the Agreement shall apply to any repaired or replacement Goods supplied by the Supplier.
- 4.7 The Supplier shall indemnify UKAD against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by UKAD arising out of or in connection with any claim made against UKAD by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Supplier, its employees, agents or subcontractors.
- 4.8 Any such inspection pursuant to this clause 4 shall not reduce or otherwise affect Supplier's obligations under this Agreement.

5 Termination

- 5.1 UKAD may terminate the Agreement (as a whole or in respect of specific Order(s) only) by serving not less than 6 months' written notice on the Supplier such notice to take effect on or at any time.
- 5.2 UKAD may terminate the Agreement (as a whole or in respect of specific Order(s) only) with immediate effect (or on such other date as UKAD may stipulate) by serving written notice on the Supplier if UKAD considers that the Supplier has committed or is reasonably likely to commit a breach of clauses 10 (*Confidentiality*) or 12 (*Ethics and Reputation*).
- 5.3 Either party may terminate the Agreement (as a whole or in respect of specific Order(s) only) immediately (or on such other date as that party may stipulate) by giving written notice to the other if the other party: (a) commits a material breach of its obligations under the Agreement and, in the case of a breach which is capable of remedy, fails to remedy it after being given 14 days' written notice specifying the breach and requiring it to be remedied; or (b) suffers an Insolvency Event.
- 5.4 If the Agreement (as a whole or in respect of specific Order(s) only) is terminated by UKAD in circumstances where Goods remain to be delivered then UKAD may either: (a) notify the Supplier that it requires the Supplier to fulfil the Agreement (in which case the Supplier shall continue to deliver the Goods in accordance with the Agreement until the Supplier's obligations are discharged to UKAD's reasonable satisfaction); or (b) notify the Supplier that it no longer requires any the Goods to be provided and the Supplier shall cease to deliver those Goods (and UKAD shall be under no obligation to pay for such undelivered Goods).

- 5.5 Upon termination or expiry of the Agreement (as a whole or in respect of specific Order(s) only), the Supplier shall:
- (a) co-operate with UKAD and any nominated new provider of services to ensure the smooth handover and continued running of the delivery of Goods during such handover, including by rendering such assistance as UKAD may reasonably request for no additional charge; and
 - (b) subject to clause 5.6, submit within 1 month after the date of termination or expiry its final invoice setting out any undisputed amounts due to the Supplier for the Goods delivered and accepted in accordance with the Agreement as at the date of termination or expiry and as yet unpaid.
- 5.6 Upon termination or expiry of the Agreement (as a whole or in respect of specific Order(s) only), UKAD shall be entitled to (and the Supplier shall pay to UKAD) a pro rata refund of any and all amounts pre-paid by UKAD in respect of Goods not yet provided at the date of termination or expiry in accordance with this Agreement.
- 5.7 Termination or expiry of the Agreement (as a whole or in respect of specific Order(s) only) shall not affect the rights or liabilities of either party accrued prior to and including the date of termination and/or any terms intended expressly or by implication to survive termination or expiry.

6 Changes

- 6.1 If UKAD wishes to make a change and/or addition(s) to the Goods:
- 6.1.1 it shall notify the Supplier, providing as much detail as is reasonably necessary to enable the Supplier to prepare a proposal setting out the changes to the Goods, Fees and any other necessary changes (the "Change Form"); and
 - 6.1.2 the Supplier shall, within five Business Days of receiving UKAD's request at clause 6.1.1, provide a draft Change Form to UKAD.
- 6.2 If the parties agree to a Change Form, they shall sign it and that signed Change Form shall amend and form part of the Agreement with effect from the date of signature by both parties.
- 6.3 If the Parties are unable to agree the terms of a Change Form, UKAD may:
- 6.3.1 allow the supplier to fulfil its obligations under the Agreement without such change; or
 - 6.3.2 terminate the Agreement immediately (or on such other date as UKAD may stipulate) by giving written notice to the Supplier.

7 Intellectual Property Rights

- 7.1 Each party shall retain ownership of all of its Background IP. The Supplier hereby grants UKAD a non-exclusive, royalty free, perpetual and irrevocable licence (including the right to sub-license) of any such Background IP to the extent necessary for UKAD to use and exploit the Goods in the manner contemplated by this Agreement.
- 7.2 The Supplier warrants and undertakes that any Goods and their use by UKAD for the purposes of receiving the benefit of this Agreement does not and/or will not infringe the rights (including Intellectual Property Rights) of any third party. The Supplier shall indemnify UKAD against any loss, liabilities, damages, costs expenses or other claims arising from any such infringement.

8 Fees and Expenses

- 8.1 UKAD shall pay the Fee together with any applicable VAT in accordance with this clause 8 subject to receipt of an appropriate invoice submitted in accordance with UKAD's instructions to finance@ukad.org.uk. The Fee shall be:
- (a) exclusive of any applicable duties, taxes or levies other than VAT; and
 - (b) inclusive of costs of packaging and the insurance and carriage of Goods, and every cost and expense of Supplier directly or indirectly related to the procurement and provision of the Goods. Unless otherwise agreed by UKAD in writing, UKAD shall not be obliged to pay the Fee for any Goods which it does not receive in accordance with the requirements of the Agreement, including in the circumstances set out in clause 11.3.
- 8.2 Unless otherwise agreed by UKAD in writing, invoices for the Fee will be issued by the Supplier on the Invoice Date(s) and shall be paid by UKAD within 30 days after receipt of the relevant invoice. For the avoidance of doubt:
- (a) the Supplier shall only be entitled to issue an invoice in respect of Goods that have been delivered; and
 - (b) failure by UKAD to pay any (undisputed) Fee in the case of a bona fide dispute is not a breach of the Agreement.
- 8.3 If UKAD fails to pay any invoice by the due date (other than in the case of bona fide dispute), the Supplier may (without prejudice to any other rights and remedies available to it) charge interest on the unpaid amount (after as well as before any judgment) from the due date until payment is received (both dates inclusive) at a rate of 2% above the base rate of Barclays Bank plc, from time to time in force.
- 8.4 The Fee comprises the entire payment to be made by UKAD to the Supplier. Any additional costs and expenses must be: (a) reasonably and properly incurred; and (b) approved in writing and in advance by UKAD. The Supplier shall provide all such evidence of such costs and expenses as UKAD may reasonably require.
- 8.5 The Supplier shall charge for all Goods throughout the entirety of the Term on the basis of the Rate Card, and the Fees in each Order shall be calculated in accordance with the Rate Card, unless otherwise agreed between the parties. If any goods to be provided are not referred to in the Rate Card the applicable charges will be agreed in good faith by the parties by reference to similar goods referred to in the Rate Card.

9 Insurance and Liability

- 9.1 Without prejudice to its liability to indemnify UKAD (and its employees) under this Agreement, the Supplier shall effect and maintain, at all times during the Term and for a period of two years thereafter, with a reputable insurance company satisfactory to UKAD policies of insurance in respect of all those professional, third party and employee liability risks associated with the provision of the Goods which are required by Applicable Law and which a prudent supplier would insure against in accordance with best industry practice (including public liability cover with a per claim value of no less than GBP£5,000,000 and professional indemnity cover with a per claim value of no less than

GBP£5,000,000). The insurances shall cover the liability of the Supplier and its personnel and (without prejudice to the foregoing) shall be arranged with limits at a level which a prudent supplier would buy in accordance with best industry practice. The Supplier must provide written evidence of the policies from its insurers of such cover upon execution of this MSA and upon the renewal of each of the insurance policies. If the Supplier fails to provide UKAD with evidence of the insurance policies and/or such policies are not satisfactory to UKAD at its discretion, UKAD shall be entitled to terminate this Agreement immediately upon notice to the Supplier.

- 9.2 Nothing in the Agreement shall be deemed or construed so as to limit, restrict or exclude the liability of either party for death or personal injury caused by its negligence (including the negligence of its employees or agents) or for any fraud or fraudulent misrepresentation.
- 9.3 Subject to clause 9.2, UKAD's liability to the Supplier whether in contract, tort (including negligence) or otherwise arising out of or in connection with the Agreement shall not exceed the Fees payable to the Supplier under the Agreement.
- 9.4 Subject to clause 9.2, UKAD shall not be liable to the Supplier for any loss of profit (whether direct or indirect), revenue, business, data or for any indirect or consequential loss (even when advised of the possibility).

10 Confidentiality

- 10.1 Each party undertakes to the other party that during the Term and thereafter it shall keep secret and shall not without the prior written consent of the other party disclose to any third party (except to its legal and professional advisors) any Confidential Information learned by the recipient party or disclosed to the recipient party by such other party pursuant to or otherwise in connection with this Agreement. The obligations of confidentiality in this clause 10 shall not extend to any information or matter which either party can show: (a) is in, or has become part of, the public domain other than as a result of unauthorised disclosure (including a breach of the obligations of confidentiality under this Agreement); (b) was independently disclosed to it by a third party entitled to disclose the same; or (c) is required to be disclosed under any Applicable Law (including in respect of UKAD as required under the Freedom of Information Act) or by any regulatory authority, or by order of a court or governmental body or other authority of competent jurisdiction. Without prejudice to any other rights or remedies of the disclosing party, the recipient party acknowledges and agrees that damages may not be an adequate remedy for any breach by it of the provisions of this Agreement and that the disclosing party may be entitled to seek the remedies of injunction, specific performance and other equitable relief from a court of competent jurisdiction for any threatened or actual breach of any such provision by the recipient party, and no proof of special damages shall be necessary for the enforcement of the rights under the Agreement.
- 10.2 The Supplier shall not without the prior written consent of UKAD advertise, publish or announce (or knowingly allow to be advertised or published or announced) that the Goods are to be or have been supplied under the Agreement or that the Supplier has any business relationship with UKAD. In particular, the Supplier is not permitted to use UKAD's Intellectual Property Rights without obtaining UKAD's prior written consent.

11 Force Majeure

- 11.1 Neither party shall be liable for any failure to fulfil any of its obligations under the Agreement insofar as such failure is due to a Force Majeure Event, provided that:
 - 11.1.1 the affected party shall promptly notify the unaffected party in writing of the Force Majeure Event;
 - 11.1.2 if it is possible to achieve the obligation in any other reasonably expedient manner the affected party will be obliged to do so;
 - 11.1.3 as soon as the preventing circumstances cease to apply the affected party will promptly fulfil any outstanding part of the obligation; and
 - 11.1.4 the affected party shall use all reasonable endeavours to mitigate any adverse consequences during the period of the intervening Force Majeure Event.
- 11.2 If a Force Majeure Event occurs and continues for 14 days or more, the non-affected party shall be entitled to terminate the Agreement immediately on written notice to the affected party.
- 11.3 In the case where the unaffected party is UKAD, UKAD shall not be required to make payment of any Fees to the Supplier in relation to Goods which have not been provided due to the Force Majeure Event.

12 Ethics and Reputation

- 12.1 The Supplier agrees, in respect of the provision of the Goods, that the Supplier shall comply (and shall procure that its employees, agents, subcontractors and suppliers comply) with Applicable Law, and any policy of UKAD as notified in writing by UKAD to the Supplier from time to time.
- 12.2 The Supplier shall not act or make any omission or otherwise do anything (including the making of any defamatory or derogatory statements) which in UKAD's opinion causes (or is likely to cause) damage to and/or prejudices and/or adversely affects the interests or reputation of UKAD, UKAD officers and representatives.
- 12.3 The Supplier shall not (directly or indirectly) pay, offer, give or promise to pay or authorise the payment of, any portion of the compensation or reimbursements received hereunder or any other monies or other things of value to an officer or employee of a government or any department, agency, or instrumentality or public international organisation; any political party or official thereof; any candidate for political office; any sub-contractor or supplier, or any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation, including the Bribery Act 2010.

- 12.4 The Supplier shall take all necessary steps to ensure that slavery and human trafficking is not taking place in any of its supply chains and/or in any part of its business. Upon request from UKAD, the Supplier shall: (a) provide a statement to UKAD setting out the steps which the Supplier has taken in this regard; and (b) provide all other information reasonably requested by UKAD to enable UKAD to prepare a slavery and human trafficking statement in accordance with the Modern Slavery Act 2015.
- 12.5 The Supplier shall indemnify UKAD on demand from and against all losses, claims, liability, costs, damages, fines or expenses (including all legal costs) incurred or suffered by, awarded against or agreed to be paid by UKAD as a result of:
 - 12.5.1 any breach by the Supplier (including its employees, agents, subcontractors or suppliers) of this clause 12; or
 - 12.5.2 any act or omission of the Supplier (including its employees, agents, subcontractors or suppliers) which puts UKAD in breach of its obligations under any provision of any Applicable Law.

13 Notices

- 13.1 All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be valid and effective only if in writing and if delivered by hand, registered mail or e-mail (provided in the latter case that the e-mail is sent by the sender's Manager to the recipient's Manager). In this regard, in proving service of a notice, request, demand or determination under the Agreement, it shall be sufficient to prove: (a) in the case of a notice delivered personally, that it was left at the address for notices herein or any substituted address; (b) in the case of a notice sent by post, that the envelope containing the notice was properly addressed to the address in the Part A (Key Terms) or any substituted address, stamped and posted by registered mail; and (c) in the case of a notice sent by e-mail, that it was sent to the recipient's Manager's e-mail address which delivery shall be evidenced by a copy of the relevant e-mail showing the time and date that it was sent (as the case may be). Notices shall be deemed served: (a) in the case of a notice delivered personally, at the time of delivery; (b) in the case of a notice sent by registered post, 3 Business Days after the day of posting; (c) in the case of a notice sent by e-mail, upon receipt of a delivery notification in relation to the relevant e-mail whether or not such notice has actually been read. Notices shall be served on the parties at the addresses or by transmission to the e-mail address set out in Part A (Key Terms) (or any such replacement addresses or e-mail addresses as may be substituted in writing from time to time).

14 General

- 14.1 Any day-to-day issues that arise shall initially be raised with the other party's nominated Manager. Each party shall notify the other in writing of any changes of its Manager.
- 14.2 This Agreement (and the documents referred to in it) shall constitute the entire agreement between the Supplier and UKAD and any other terms, conditions, performance criteria, guarantees or prior representations whatsoever (whether written or oral) shall be of no effect unless expressly incorporated herein. Each party acknowledges that it has not entered into the Agreement in reliance on any statement or representation of the other party except to the extent that such statement or representation has been incorporated in the Agreement. Nothing in the Agreement shall limit or exclude either party's liability for fraud or fraudulent misrepresentation.
- 14.3 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 14.4 The Agreement shall not operate so as to create a partnership or joint venture of any kind between the parties. Nothing contained in the Agreement shall be so construed as to constitute either party to be the agent of the other. Neither party shall have any authority to make any commitments on the other party's behalf.
- 14.5 No forbearance or indulgence on the part of UKAD in enforcing the Agreement shall prejudice UKAD's rights under the Agreement nor is it to be construed as a waiver of such rights.
- 14.6 If any clause in the Agreement (or any part thereof) is rendered void or unenforceable by any court or authority of competent jurisdiction then all other provisions of the Agreement will remain in full force and effect and will not in any way be impaired provided the parties agree a replacement provision which is as close as is legally permissible to the provision found invalid or unenforceable.
- 14.7 The Supplier shall not, without the prior written consent of UKAD, assign, transfer or subcontract all or any of its rights or obligations under the Agreement. If UKAD consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.
- 14.8 Each party shall, at its own cost, execute any additional documents and do or procure that any other acts or things are done from time to time to give full effect to the Agreement and secure to the other party the full benefit of the rights, powers, privileges and remedies conferred upon the other party to the Agreement.
- 14.9 The Agreement is governed by and is to be construed in accordance with English law. Subject to clause 14.9, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute (whether contractual or non-contractual) which may arise out of or in connection with the Agreement.
- 14.10 The parties shall first seek to settle any dispute or claim arising out of or in connection with this Agreement (including any non-contractual disputes or claims) (a "**Dispute**") by negotiating in good faith for thirty (30) days after the Dispute has arisen. If the Dispute has not been settled within such period, either Party may refer the Dispute to Sports Resolutions UK for arbitration in accordance with the Sports Resolutions Arbitration Rules then in force, provided that there shall be only one (1) arbitrator, the proceedings shall be conducted in English, and the location for the arbitration shall be London, England.

SCHEDULE 1 – RATE CARD

[Insert Rate Card]