



[Supplier name]
[Supplier address]

Attn: **[insert Supplier contact name]**

By email to: **[insert Supplier contact email address]**

Date: **[Insert date]**

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

Our ref: **DDaT20081**

Dear Sirs,

Award of contract for the supply of UKRI Planning Tool

Following your tender/ proposal for the supply of a Planning Tool to UKRI, we are pleased to award this contract to you.

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

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

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Schedule 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Contract.

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

Term

- 1 Commencement Date: TBC (12th October 2020)
- 2 Expiry Date: **[TBC]**
- 3 UKRI may extend this Contract for a period of up to two period of 12 months by giving not less than 30 days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of this Contract shall apply throughout any such extended period.

Description of Goods and/or Services

- 4 The Specification of the Goods and/or Services to be delivered is as set out in **[TBC]**.
- 5 The Services shall be performed remotely.

Charges & Payment

- 6 The Charges for the Goods and/or Services shall be as set out in [TBC].
- 7 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: finance@uksbs.co.uk. And DDaTBusinessOps@ukri.org
- 8 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to p2padmin@uksbs.co.uk or by telephone **01793 867004** between 09:00-17:00 Monday to Friday.

Supplier's Limit of Liability

- 9 Pursuant to clause 12.3, the Supplier's Limit of Liability under this Contract shall be: 125% of the total Charges paid and payable to the Supplier under this Contract.

Notices

- 10 The address for notices of the Parties are:

UKRI

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

Attention: TBC

Email: TBC

Supplier

[TBC]

Attention: [TBC]

Email: [TBC]

Liaison

- 11 For general liaison your contact will continue to be [TBC] or, in their absence, [TBC].

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

Yours faithfully,

Signed for and on behalf of **United Kingdom Research and Innovation**

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

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

Signed for and on behalf of **TBC**

Signature:

.....

Name:

.....

Position:

.....

Date:

.....



Schedule 1

Terms and Conditions of Contract

1 INTERPRETATION

1.1 In these terms and conditions:

"Central Government Body" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

"Charges" means the charges as detailed in the Specification;

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

"Confidential Information" means:

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

- (e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and
- (f) any copy of any of the information described in (a), (b), (c), (d) or (e) above, which shall be deemed to become Confidential Information when it is made. For the purposes of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), (c), (d) or (e) above (howsoever made);

"Data Protection Legislation"	means, for the periods for which they are in force, all laws giving effect or purporting to give effect to the GDPR, the Data Protection Act 2018, or otherwise relating to data protection, including the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;
"Data Subject"	shall have the same meaning as in the Data Protection Legislation;
"Date of Delivery"	means that date by which the Software and / or Services must be Delivered to UKRI, as specified in the Purchase Order.
"Deliver"	means deliver the Software and/or Services to UKRI at the address and on the date specified in the Purchase Order. Delivered and Delivery shall be construed accordingly.
"Disclosing Party"	means a Party that makes a disclosure of Confidential Information to another Party;
"EIR"	means the Environmental Information Regulations 2004 (or if applicable the Environmental Information Regulations (Scotland) 2004);
"Expiry Date"	means the date for expiry of the Contract as set out in the Award Letter;
"FOIA"	means the Freedom of Information Act 2000 (or if applicable the Freedom of Information (Scotland) Act 2002);
"GDPR"	means: <ul style="list-style-type: none"> (a) the General Data Protection Regulations (Regulation (EU) 2016/679); or (b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);
"Good Industry Practice"	means all relevant practices and professional standards that would be expected of a well-managed, expert service provider performing services substantially similar to the Services or substantially similar to the Software provided to customers of a substantially similar size and nature as UKRI;
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual"	means:

Property Rights"	<ul style="list-style-type: none"> (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Party"	the Supplier or UKRI (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	means the personal data (as defined in the Data Protection Legislation) which relates to or originates from UKRI, or any of UKRI's employees, contractors or customers and which is processed by or on behalf of the Supplier under this Contract;
"Personal Data Breach"	shall have the meaning given in the Data Protection Legislation;
Purchase Order Number;	Means UKRI's unique purchase order number relating to the supply of Software and Services;
"Receiving Party"	means a Party to which a disclosure of Confidential Information is made by another Party;
"Request for Information"	has the meaning set out in the FOIA or the EIR as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to UKRI under the Contract;
"Software"	means the Supplier's software package(s) as described in the Specification;
"Specification"	means the Supplier's proposal as set out at Schedule 2;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Term"	means the period from the Commencement Date to the Expiry Date as such period may be varied in accordance with the terms and conditions of this Contract;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 and 31 December) when banks in London are open for business.

1.2 In these terms and conditions, unless the context otherwise requires:

- (a) references to numbered clauses are references to the relevant clause in these terms and conditions;
- (b) any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- (c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Contract;
- (d) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- (e) the word 'including' shall be understood as meaning 'including without limitation'.

2 SUPPLY OF SOFTWARE AND SERVICES

2.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall supply the Software and Services, subject to and in accordance with the terms and conditions of the Contract.

2.2 In supplying the Software and Services, the Supplier shall:

- (a) perform the work with all reasonable care, skill and diligence and in accordance with Good Industry Practice;
- (b) use Staff who are suitably skilled and experienced to perform tasks assigned to them, to ensure the Supplier's obligations are fulfilled in accordance with the Contract;
- (c) ensure that the Software and Services shall conform with the Specification;
- (d) be responsible for providing all equipment, tools and other items as are required to deliver the Software and Services, except as may be expressly set out in the Specification.

3 TERM

3.1 The Contract shall take effect on the Commencement Date and shall expire on the Expiry Date, unless otherwise extended or terminated early in accordance with the terms and conditions of the Contract, in particular the option to extend the term as set out in Schedule 2.

4 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

4.1 The Charges shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Software and Services.

4.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. UKRI shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Software and/or Services.

4.3 The Supplier shall invoice UKRI as specified in the Contract. Each invoice shall include such supporting information as reasonably required by UKRI to verify the milestone has been completed.

4.4 In consideration of the supply of the Software and Services by the Supplier, UKRI shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed. Invoices shall refer to the Purchase Order Number.

- 4.5 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 4.4 after a reasonable time has passed (which shall be no less than 14 calendar days).
- 4.6 Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 17.
- 4.7 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Contract or under any other agreement or contract with UKRI. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part.

5 DELIVERY

- 5.1 The Supplier shall Deliver the Software and Services on or by the Date(s) of Delivery.

6 ASSIGNMENT AND SUB-CONTRACTING

- 6.1 The Supplier shall not without the written consent of UKRI (not to be unreasonably withheld), assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the Contract. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 6.2 Where UKRI has consented to the placing of sub-contracts, the Supplier shall, at the request of UKRI, send copies of each sub-contract, to UKRI as soon as is practicable.
- 6.3 As a UK Government "Arms-Length Body", UKRI may require certain terms including those relating to prompt payment to be included in any subcontracts placed by the Supplier. Upon request the Supplier shall provide such evidence as UKRI may require to satisfy itself that payments to such subcontractors are being made in a timely manner.
- 6.4 UKRI may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier to another UK Government body provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

7 INTELLECTUAL PROPERTY

- 7.1 Unless otherwise specified in this Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.
- 7.2 The Supplier hereby grants to UKRI a non-exclusive, non-transferable licence to use the Software in the course of its ordinary business activities, for the Term of this Contract.
- 7.3 All Intellectual Property Rights in any materials provided by UKRI to the Supplier for the purposes of this Contract shall remain the property of UKRI and UKRI hereby grants the Supplier a non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.
- 7.4 The Supplier shall indemnify, and keep indemnified, UKRI against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by UKRI as a result of or in connection with any claim made against UKRI for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the

supply or use of the Supplier's Software and/or Services, to the extent that the claim is attributable to the acts or omission of the Supplier.

- 7.5 UKRI shall promptly notify the Supplier of any infringement claim made against it relating to the Software or Services and, subject to any statutory obligation requiring UKRI to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. UKRI shall (subject to reimbursement of its fair and reasonable expenses) give the Supplier such assistance as it may reasonably require to dispose of the claim. UKRI shall not knowingly make any statement which might be prejudicial to the settlement or defence of any claim.

8 MEETINGS AND RECORDS

- 8.1 The Supplier shall attend such meetings and provide such reports as set out in the Specification, or as may be reasonably required by the Supplier from time to time.
- 8.2 The Supplier shall keep and maintain until 6 years after the end of the Contract, full and accurate records of the Contract including the Software and Services supplied under it, and all payments made by UKRI or the Supplier. The Supplier shall on request afford UKRI or UKRI's representatives such access to those records as may be reasonably requested by UKRI in connection with the Contract.

9 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

- 9.1 Subject to clause 9.2, each Party shall:
- (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
 - (b) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.
- 9.2 Notwithstanding clause 9.1, a Party may disclose Confidential Information which it receives from the other Party:
- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
 - (b) to its auditors or for the purposes of regulatory requirements;
 - (c) on a confidential basis, to its professional advisers;
 - (d) to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
 - (e) where the Receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 9.2(e) shall observe the Supplier's confidentiality obligations under the Contract; and
 - (f) where the Receiving Party is UKRI:
 - (i) on a confidential basis to the employees, agents, consultants and contractors of UKRI;

- (ii) on a confidential basis to any Central Government Body, any successor body to a Central Government Body or any company to which UKRI transfers or proposes to transfer all or any part of its business;
- (iii) to the extent that UKRI (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (iv) in accordance with clause 10.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on UKRI under this clause 10.

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

9.4 The Supplier shall not make any press announcement or publicise the Contract or any part of the Contract in any way, except with the prior written consent of UKRI, such consent not to be unreasonably withheld.

10 **FREEDOM OF INFORMATION**

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

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

10.2 The Supplier acknowledges that UKRI may be required under the FOIA and the EIR to disclose Information concerning the Supplier or the Software and/or Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier.

10.3 Notwithstanding any other provision in the Contract, UKRI shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Software is exempt from disclosure in accordance with the FOIA and/or the EIR.

11 **PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**

11.1 In this Clause 11, the terms, "processes", "data controller" and "data processor" shall have the same meanings given to them under Data Protection Legislation.

- 11.2 The Parties acknowledge that for the purposes of Data Protection Legislation, UKRI is the data controller and the Supplier is the data processor of any Personal Data.
- 11.3 The Supplier shall and shall procure that its staff and sub-contractors shall comply with all Data Protection Legislation in relation to any Personal Data processed.
- 11.4 Without limiting Clauses 11.2 and 11.3, the Supplier shall at all times (and shall ensure that at all times its staff):
- (a) process Personal Data only in accordance with the documented instructions received from UKRI and during the Term of this Contract. The Supplier shall immediately inform UKRI if, in the Supplier's opinion, an instruction from UKRI infringes the Data Protection Legislation or any other applicable law;
 - (b) ensure that any person to whom it provides the Personal Data is subject to appropriate confidentiality obligations;
 - (c) disclose any Personal Data only on a need to know basis to staff directly concerned with the provision of the Software and/or Services;
 - (d) not transfer or direct the transfer of any Personal Data to any third party or process or direct the processing of Personal Data outside of the European Economic Area in each case without UKRI's prior written consent (which consent may be subject to conditions as directed by UKRI);
 - (e) keep all Personal Data confidential, and have in place now and shall on a continuing basis take all reasonable appropriate technical and organisational measures to keep all Personal Data confidential and secure and to protect against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access;
 - (f) upon request by UKRI, promptly do such other acts in relation to the Personal Data, or any part thereof, as UKRI shall request to enable UKRI to comply with its obligations under the Data Protection Legislation;
 - (g) notify UKRI promptly (and at least within 24 hours) if it receives a request from a Data Subject or a complaint relating to a Data Subject and promptly provide UKRI with all such data, information, cooperation and assistance as is required by UKRI in order to respond to and resolve the request or complaint within any applicable time frames;
 - (h) provide such information and allow for and contribute to audits, including inspections, conducted by UKRI or an auditor mandated by UKRI, as is reasonably necessary to enable UKRI to satisfy itself of the Supplier's compliance with this Clause 11 and the Data Protection Legislation
 - (i) on termination or expiry of this Contract, and at any other time on UKRI's request, either return or destroy (as elected by UKRI) the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation; and
 - (j) notify UKRI without undue delay on becoming aware of any Personal Data Breach and promptly following notification, provide such data, information and assistance as is required by UKRI in order for UKRI to notify the Personal Data Breach to the Information Commissioner and/or Data Subject(s) and otherwise fulfil its obligations under Data Protection Legislation.

11.5 Notwithstanding any other remedies available to UKRI, the Supplier shall fully indemnify UKRI as a result of any breach of the Data Protection Legislation by the Supplier

or any other party used by the Supplier in its performance of the Contract that results in UKRI suffering fines, legal expenses, loss or damages.

12 **LIABILITY**

12.1 UKRI shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. Similarly, the Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by UKRI if and to the extent that it is caused by the negligence or wilful misconduct of UKRI or by breach by UKRI of its obligations under the Contract.

12.2 Subject always to clause 12.6 UKRI shall not be liable to the Supplier for:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

12.3 Subject to clause 12.6, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed 100% of the Charges paid or payable to the Supplier.

12.4 Subject to clauses 12.5 and 12.6, the Supplier's aggregate liability in respect of all defaults claims losses or damages howsoever caused whether arising from breach of Contract, the supply or failure of the Software and/or Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability set out in the Award Letter.

12.5 The Suppliers liability under the indemnities at clauses 7.4, 11.5 and 16.3 shall be unlimited.

12.6 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:

- (a) death or personal injury caused by its negligence or that of its Staff;
- (b) fraud or fraudulent misrepresentation by it or that of its Staff;
- (c) 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
- (d) any other matter which, by law, may not be excluded or limited.

12.7 The Supplier shall effect and maintain as a minimum the following levels of insurance:

- (a) Third party public and products liability insurance for accidental death or bodily injury and loss of or damage to property, to a minimum of £1,000,000; furthermore the third-party public and products liability insurance shall contain an 'indemnity to principals' clause for the Buyer's benefit;

- (b) professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim;
 - (c) employers liability insurance to a minimum indemnity of £5,000,000 for each individual claim
- 12.8 Upon request by UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.

13 **FORCE MAJEURE**

Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Contract by written notice to the other Party.

14 **TERMINATION**

14.1 Without prejudice to any other right or remedy it might have, UKRI may terminate the Contract by written notice to the Supplier with immediate effect if the Supplier:

- (a) is in material breach of any obligation under the Contract which is not capable of remedy;
- (b) is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- (c) any failure to comply with Clause 11 (Protection of Personal Data):
- (d) becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt in any jurisdiction; or
- (e) fails to comply with legal obligations in the fields of environmental, social or labour law.

14.2 In addition to the Supplier's statutory rights, the Supplier may terminate the Contract by written notice to UKRI if UKRI has not paid any undisputed invoice within 90 days of it falling due.

14.3 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under any other term or condition of the Contract that either expressly or by implication has effect after termination.

15 **COMPLIANCE**

15.1 The Supplier shall promptly notify UKRI of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. UKRI shall promptly notify the Supplier of any health and safety hazards which may exist or arise at UKRI's premises and which may affect the Supplier in the performance of its obligations under the Contract.

- 15.2 If the Supplier is required to visit UKRI's premises, it shall:
- (a) comply with the reasonable requirements of UKRI's security arrangements;
 - (b) comply with all UKRI's health and safety measures;
 - (c) notify UKRI immediately in the event of any incident occurring in the performance of its obligations under the Contract on UKRI's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
 - (d) perform its obligations under the Contract in accordance with all applicable equality law and UKRI's equality and diversity policy as provided to the Supplier from time to time;
 - (e) take all reasonable steps to secure the observance of clause 12.7(c) by all Staff.
- 15.3 If notified by UKRI, the Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 1989.

16 PREVENTION OF FRAUD AND CORRUPTION

- 16.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.
- 16.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify UKRI immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 16.3 If the Supplier or the Staff engages in conduct prohibited by clause 16.1 or commits fraud in relation to the Contract or any other contract with the Crown (including UKRI) UKRI may:
- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by UKRI resulting from the termination, including the cost reasonably incurred by UKRI of making other arrangements for the supply of the Software and/or Services and any additional expenditure incurred by UKRI throughout the remainder of the Contract; or
 - (b) recover in full from the Supplier any other loss sustained by UKRI in consequence of any breach of this clause.

17 DISPUTE RESOLUTION

- 17.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 17.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 17.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the

Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

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

18 GENERAL

- 18.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Contract, and that the Contract is executed by its duly authorised representative.

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

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

- 18.4 The Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause 18.5 shall exclude liability for fraud or fraudulent misrepresentation.

- 18.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

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

- 18.7 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 18.8 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

19 NOTICES

- 19.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 19.3, e-mail to the address of the relevant Party set out in the Contract, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.

- 19.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur

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

- 19.3 Notices under clauses 13 and 14 may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 19.1.

20 **GOVERNING LAW AND JURISDICTION**

- 20.1 The validity, construction and performance of the Contract, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Schedule 2

Specification

- 1 The Supplier shall provide the Software and Services in accordance with this Schedule 2.

[TBC]

Schedule 3

Charges

- 1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2 The Charges for the Goods and/or Services are set out in the Appendix to this Schedule 3.
- 3 Where the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:
 - (a) the charges payable for the Services will be calculated in accordance with the Supplier's day rates as follows:

TBC
 - (b) the Supplier's day rates for each individual person are calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by UKRI and the Supplier;
 - (c) the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of UKRI;
 - (d) the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to UKRI upon request; and
 - (e) the Supplier will invoice UKRI monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this paragraph 3 and paragraph 4.

Schedule 4

General Data Protection Regulation Annex A

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

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

1. The contact details of the Contracting Authority Data Protection Officer are: [redacted] - dataprotection@ukri.org
2. The contact details of the Suppliers Data Protection Officer are: [TBC]
3. The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

Any such further instructions shall be incorporated into this Schedule

Description	Details
Subject matter of the processing	<p>The planning tool will be an internal system where the UKRI Communications and Public Engagement team will manage all their tasks, projects and campaigns.</p> <p>The tool may have forms that capture task details and needs, along with a UKRI staff name and email address, that will be converted into tasks within the system.</p> <p>UKRI Communications and Public Engagement team may also use the system to store contact details of UKRI-supported people, as they plan a communications activity, such as, press release, media announcement or video production.</p>
Duration of the processing	12 th October 2020 – 11 th October 2023
Nature and purposes of the processing	<p>Personal Data is provided by UKRI to the supplier in order for access to be granted to the Software as a Service and for UKRI to upload and access the types of Personal Data mentioned above.</p> <p>The Supplier as Data Processor performs the following operations on the Personal Data:</p> <ul style="list-style-type: none">• Collection• Storage• Alteration• Use• Retrieval• Display• Deletion• Security

Type of Personal Data	Names and email addresses assigned to system accounts Names, email addresses, company addresses, telephone numbers of UKRI funded project leads
Categories of Data Subject	UKRI staff (including volunteers, agents and temporary workers) Suppliers UKRI funded project leads
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data will be kept for the duration of the contract unless notified under the provisions of legislation such as the Data Protection Act or UKRI's retention process. Once the contract is terminated all data will be returned to UKRI and the SAAS instance deleted from the supplier servers.