

[Subject to Contract]

Crown Copyright 2022

The Short Form Contract

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

I. Cover Letter



UK Health
Security
Agency

10 South Colonnade
London
E14 4PU

T +44 (0)20 0000 1234

F +44 (0)20 0000 1234

www.gov.uk/ukhsa

Wellspring
31-35 Kirby Street
London
EC1N 8TE

[Redacted]

Date: 25th September 2023
Our ref: PRO 5936/ C203370

Dear [Redacted]

Following your tender/proposal for the supply of IP Valuations to UK Health Security Agency, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the **Annexes** set out the terms of the Contract between **UK Health Security Agency** and **Wellspring** for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing and returning the Order Form via DocuSign within 7 days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

[Redacted]

[Subject to Contract]

Crown Copyright 2022

The Short Form Contract

II. Order Form

1. Contract Reference	PRO 5936/ C203370	
2. Buyer	UK Health Security Agency 10 South Colonnade London E14 4PU	
3. Supplier	Wellspring 31-35 Kirby Street, London EC1N 8TE Company registration number: 03989268	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
5. Deliverables	Goods	[None]
	Services	<p>Lot 1 - Future Cash Flow Forecasting</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

[Subject to Contract]

Crown Copyright 2022

The Short Form Contract

	<p>Access to general information will be provided electronically wherever possible and any sensitive information (except knowhow and Existing IPR which for the avoidance of doubt will not be made available) required to carry out the works will be made available to the Supplier, if required at the UKHSA site at 10 South Colonnade, London, E14 4PU during Working Days (Monday to Friday) during office hours (09:00 to 16:00).</p> <p>Dates and times to access the data at the above location will be agreed between both parties' representatives.</p> <p>The Supplier shall provide the report to UKHSA by a date mutually agreed between both parties' representatives.</p>
6. Specification	<p>The specification of the Deliverables is as set out in the Specification Document below. The Supplier shall be responsible for delivering Lot 1 of the Specification.</p> <p style="text-align: center;">  Valuation Specification FINAL U </p>
7. Start Date	<p>The Term shall commence when the contract is fully signed.</p> <p>The Supplier shall commence work on receipt of instructions from the Buyers representative.</p>
8. Expiry Date	19 th November 2023
9. Extension Period	The Buyer may extend the Contract for a period of up to 3 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period.
10. Buyer Cause	Not Applicable
11. Optional Intellectual	Clause 10 of the Conditions (as amended by the provisions of Annex 5 Part A) provides that each Party retains its Existing

[Subject to Contract]

Crown Copyright 2022

The Short Form Contract

Property Rights (“IPR”) Clauses	IPR, and New IPR belongs to the Buyer (with a limited licence granted to the Supplier for performing its obligations under the Contract).
12. Charges	£10,450 excluding VAT
13. Payment	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>[REDACTED] Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG UKHSA VAT No: GB888851648</p> <p>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 Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to</p> <p>[REDACTED]</p> <p>or by telephone</p> <p>Contact number for all invoice related queries: [REDACTED] [REDACTED]</p> <p>between 09:00-17:00 Monday to Friday.</p>
14. Data Protection Liability Cap	In accordance with clause 12.5 of the Conditions, the Supplier’s total aggregate liability under clause 14.7(e) of the Conditions is no more than the Data Protection Liability Cap, being five hundred thousand pounds (£500,000).
15. Progress Meetings and Progress Reports	The Supplier shall attend progress meetings with the Buyer as required for the completion of the contract.

[Subject to Contract]

Crown Copyright 2022

The Short Form Contract

<p>16. Buyer Authorised Representative(s)</p>	<p>For general liaison your contact will continue to be</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>										
<p>17. Supplier Authorised Representative(s)</p>	<p>For general liaison your contact will continue to be</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>										
<p>18. Address notices for</p>	<table border="0"> <tr> <td style="vertical-align: top;">Buyer:</td> <td style="vertical-align: top;">Supplier:</td> </tr> <tr> <td>[Redacted]</td> <td>[Redacted]</td> </tr> <tr> <td>10 South Colonnade London E14 4PU</td> <td>31-35 Kirby Street London EC1N 8TE</td> </tr> <tr> <td>[Redacted]</td> <td>[Redacted]</td> </tr> <tr> <td>[Redacted]</td> <td>[Redacted]</td> </tr> </table>	Buyer:	Supplier:	[Redacted]	[Redacted]	10 South Colonnade London E14 4PU	31-35 Kirby Street London EC1N 8TE	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Buyer:	Supplier:										
[Redacted]	[Redacted]										
10 South Colonnade London E14 4PU	31-35 Kirby Street London EC1N 8TE										
[Redacted]	[Redacted]										
[Redacted]	[Redacted]										
<p>19. Key Staff</p>	<p>[Redacted]</p>										
<p>20. Procedures and Policies</p>	<p>For the purposes of the Contract the:</p> <p>The Buyer's Staff Vetting Procedures are:</p> <p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the</p>										

[Subject to Contract]

Crown Copyright 2022

The Short Form Contract

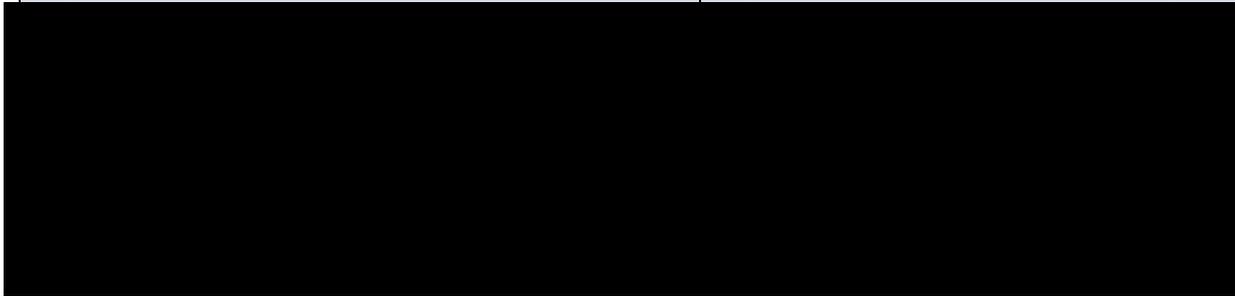
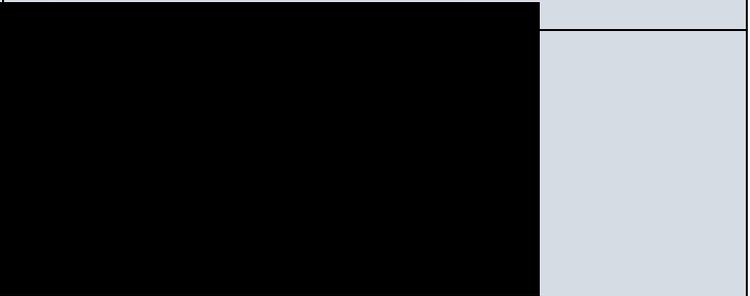
	<p>Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p> <p>The Buyer's security / data security requirements are:</p> <p>https://www.gov.uk/government/publications/security-policy-framework</p> <p>Data Protection Officer Name: [REDACTED] Email: [REDACTED]</p> <p>The Buyer's additional sustainability requirements are:</p> <p>https://www.gov.uk/government/publications/environmental-and-sustainability-policy</p>
21. Special Terms	<p>Special Term 1 –</p> <p>Clause 12.4 of the Conditions is deleted and replaced with the following:</p> <p>“12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.5, 9.3(b), 10.5 or 33.2(b). In spite of clause 12.1, but subject to clause 12.3, the Supplier's total aggregate liability for the indemnity given under clause 10.14 (as amended by the provisions of Annex 5 Part A) shall not exceed one million pounds (£1,000,000).”</p> <p>Special Term 2 -</p> <p>Clause 12.5 of the Conditions is deleted and replaced with the following:</p> <p>“12.5 Notwithstanding clause 12.1, but subject to clauses 12.2 and 12.3, the Supplier's total aggregate liability under clause 14.7(e) shall not exceed the Data Protection Liability Cap.”</p>
22. Incorporated /terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <p>a) The cover letter from the Buyer to the Supplier dated 25th Sept 2023</p>

[Subject to Contract]

Crown Copyright 2022

The Short Form Contract

	<ul style="list-style-type: none">b) This Order Formc) Any Special Terms (see row 21 (Special Terms) in this Order Form)d) Conditions (as they may be amended by [Annex 5 – Optional IPR Clauses])e) The following Annexes in equal order of precedence:<ul style="list-style-type: none">i. Annex 1 – Processing Personal Data
--	--

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
	
Date Signed: 26 September 2023	Date Signed: 26/09/2023