



UK Health
Security
Agency

Consultancy Agreement

Contract reference: [REDACTED]

This agreement is dated 5th December 2024.

Parties

- (1) United Kingdom Health Security Agency whose principal office is at 10 South Colonnade, London, E14 4PU (“**Buyer**”)
- (2) Marlow Associates Ltd incorporated and registered in England and Wales with company number 07056103, whose registered office is at The Granary, New House Farm, Kimbolton, Herefordshire, HR6 0HH (“**Supplier**”)
- (3) The Contract start date is 16th December 2024
- (4) Contract term 12 months
- (5) Contract End Date 19th December 2025
- (6) Total Contract Value is £31,667.00 excluding VAT (Schedule 4 – Charges)

Agreed terms

1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

Business of the Buyer: an executive agency, sponsored by the DHSC, that is responsible for the prevention, preparation for and response to infectious diseases, and environmental hazards.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Central Government Body: 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: the charges for the Deliverables as specified in Schedule 4.

Conflict of Interest: a conflict between the financial or personal duties of the Supplier or the Individual and the duties owed to the Buyer under the agreement, in the reasonable opinion of the Buyer.

Confidential Information: all information, whether written or oral (however recorded), provided by the disclosing party to the receiving party and which

- (i) is known by the receiving party to be confidential;
- (ii) is marked as or stated to be confidential; or
- (iii) ought reasonably to be considered by the receiving party to be confidential.

Data Protection Legislation:

- (a) the UK GDPR,
- (b) the Data Protection Act (DPA) 2018;
- (c) all applicable law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and
- (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply).

Deemed Employment: an engagement to which section 61M(1)(d) of the Income Tax (Earnings and Pensions) Act 2003 applies.

Deliverable: any outputs of the Services and any other documents or materials provided by the Supplier to the Buyer as specified in Schedule 3 or in relation to the Services (excluding the Supplier's equipment).

DHSC: the Department of Health and Social Care.

Engagement: the engagement of the Supplier by the Buyer on the terms of this agreement.

EU GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in European Union law.

Existing IPR: any and all Intellectual Property Rights that are owned by or licensed to either party and which have been developed independently of the agreement (whether prior to the date of the agreement or otherwise).

FOIA: the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

Force Majeure Event: any circumstance not within a party's reasonable control.

Good Industry Practice: standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.

Government Data:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which (i) are supplied to the Supplier or Individual by or on behalf of the Buyer; or (ii) the Supplier or Individual is required to generate, process, store or transmit pursuant to the agreement; or
- (b) any Personal Data for which the Buyer is the controller (as defined in the Data Protection Legislation).

Hantavirus Vaccine: means the Modified Vaccinia virus Ankara based Hantavirus vaccine (HantaVacc).

Individual: Sue Marlow.

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

Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Supplier or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

New IPR: any and all Intellectual Property Rights in any materials created or developed by or on behalf of the Supplier pursuant to the agreement but shall not include the Supplier's Existing IPR.

Off-payroll Working rules: the rules in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003.

Project: means the Phase I dose-escalating clinical trial of the Hantavirus Vaccine.

Regulations: the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time.

Request For Information: has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply).

Services: the services described in Schedule 1.

Start Date: 1 January 2025.

Sub-Contract: any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party:

- (a) provides the Deliverables (or any part of them);
- (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or
- (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them)

Subcontractors: any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person.

Termination Date: the date of termination of this agreement, howsoever arising.

Transparency Information: in relation to contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the agreement, including any changes to this agreement agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the agreement required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (<https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder>) and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>) except for:

- (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and
- (b) Confidential Information.

UK GDPR: has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4).

Working Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form,

including but not limited to hard copy and electronic form, prepared by the Supplier or the Individual in connection with the provision of the Services.

- 1.2 A reference to **writing** or **written** includes printing, display on screen and electronic transmission and other modes of representing or reproducing words in a visible form.
- 1.3 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2. Term of engagement

- 2.1 The Buyer shall engage the Supplier and the Supplier shall make available to the Buyer the Individual to provide the Services on the terms of this agreement.
- 2.2 The Engagement shall start on the Start Date and shall continue unless and until terminated:
 - (a) as provided by the terms of this agreement; or
 - (b) by either party giving to the other not less than ninety (90) days' prior written notice.

3. Duties and obligations

- 3.1 During the Engagement the Supplier shall, and (where appropriate) shall procure that the Individual shall:
 - (a) provide the Services, including the Deliverables, with all due care, skill and ability and using Good Industry Practice;
 - (b) ensure that the Deliverables conform in all respects with, and are achieved by any deadlines specified in, Schedule 3 and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Supplier by the Buyer;
 - (c) promptly give to the Buyer all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services, including the Deliverables, or the Business of the Buyer; and

- (d) co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and comply with any reasonable instructions, including the security requirements (where any such requirements have been provided).
- 3.2 If the Individual is unable to provide the Services due to illness or injury, the Supplier shall advise the Buyer of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
- 3.3 The Supplier shall use its reasonable endeavours to ensure that the Individual is available on reasonable notice to provide such assistance or information as the Buyer may require.
- 3.4 Unless it or they have been specifically authorised to do so by the Buyer in writing:
 - (a) neither the Supplier nor the Individual shall have any authority to incur any expenditure in the name of or for the account of the Buyer; and
 - (b) the Supplier shall not, and shall procure that the Individual shall not, hold itself out as having authority to bind the Buyer.
- 3.5 The Supplier shall, and shall procure that the Individual shall, comply with the Buyer's requirements for:
 - (a) security / data security:

<https://www.gov.uk/government/publications/security-policy-framework>

Data Protection Officer Name: [REDACTED]
[REDACTED]
 - (b) sustainability requirements:

<https://www.gov.uk/government/publications/environmental-and-sustainability-policy>
- 3.6 The Supplier may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:
 - (a) the Buyer will not be liable to bear the cost of such functions; and
 - (b) at the Buyer's request the third party shall be required to enter into direct undertakings with the Buyer, including with regard to confidentiality.
- 3.7 The Supplier shall, and shall procure that the Individual shall, promptly give to the Buyer all such information and documentation as it may reasonably require from time to time in order for the Buyer to determine whether the Engagement is or will be within the Off-payroll Working rules and is or will be Deemed Employment and, if the Buyer determines the Engagement is Deemed Employment, in order to comply with any obligation on the Buyer to deduct and account for tax or national insurance contributions from the fees due under clause 4. The Supplier shall, and shall

procure that the Individual shall, promptly inform the Buyer of any material change to any information or documentation previously provided in compliance with this clause and shall also promptly provide any other information or documentation that it considers (or ought reasonably to consider) to be materially relevant to determining whether the Engagement is Deemed Employment. Subject to clause 16, the Buyer reserves the right to amend the terms of the Engagement, and this agreement, if the Engagement is determined to be Deemed Employment.

3.8 The Supplier must, in connection with provision of the Deliverables:

- (a) comply and procure that its Subcontractors comply with the Supplier Code of Conduct: (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in this agreement;
- (b) comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
- (c) support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
- (d) comply with the model contract terms contained in Example 1 of Annex C of the Guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains), as such clauses may be amended or updated from time to time; and
- (e) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

3.9 The Supplier must:

- (a) follow all relevant safeguarding legislation, and in particular, child protection legislation, to prevent sexual exploitation, abuse or harm from occurring and
- (b) have appropriate policies and processes in place in order to foster safeguarding.

The Supplier shall promptly inform the Buyer through written notice of:

- (a) any allegation credible to warrant an investigation of sexual exploitation, abuse and harassment related to this Contract; and
- (b) any allegation credible to warrant an investigation of sexual exploitation, abuse and harassment that is not directly related to this Contract but would be of significant impact to the parties' relationship.

Any such notice will indicate: the Contract title, nature of the alleged misconduct, date of alleged misconduct, date of first report to the Buyer, location, involvement of the Supplier, state of affairs

concerning the investigation and the action that will be taken by the Supplier, and whether the case is referred to law enforcement. The Supplier will provide updates on the status of the case.

- 3.10 If requested to do so by the Buyer, the Supplier shall facilitate visits by, and provide reports, statistics, photographs and case studies to the DHSC to assist in the DHSC in its promotional and fundraising activities relating to the Project.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges set out in Schedule 4

- 4.2 All Charges:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
- (b) include all costs and expenses connected with the supply of Deliverables.

- 4.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice.

- 4.4 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
- (b) includes a detailed breakdown of Deliverables which have been delivered.

- 4.5 The Supplier must promptly send invoices to:



UKHSA VAT No: GB888851648

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.

If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to



or by telephone contact number for all invoice related queries: [REDACTED]. Please select Option 5, and then Option 1 between 09:00-17:00 Monday to Friday.

- 4.6 If there is a dispute between the parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the agreement for a failure to pay undisputed sums in accordance with clause 13.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 30.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this agreement or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish details of the late payment or non-payment.

5. Other activities

- 5.1 Nothing in this agreement shall prevent the Supplier or the Individual from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:
- (a) such activity does not cause a breach of any of the Supplier's obligations under this agreement;
 - (b) the Supplier shall give the level of required priority to the provision of the Services to the Buyer over any other business activities undertaken by it during the Engagement to ensure the service is delivered within the timelines agreed.

6. Record keeping, reporting and audits

- 6.1 The Supplier must attend progress meetings with the Buyer and provide progress reports when requested by the Buyer.
- 6.2 The parties' authorised representatives are:

Buyer:	Supplier:
[REDACTED]	[REDACTED]
or	
[REDACTED]	[REDACTED]

- 6.3 Upon request, the Supplier will promptly give full co-operation and such information as the Buyer needs to comply with any request from the DHSC in relation to the Project
- 6.4 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the agreement for ten (10) years after the date of expiry or termination of the agreement and in accordance with Data Protection Legislation.
- 6.5 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the agreement and provide copies for audit.
- 6.6 During an audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.

7. Confidential Information

- 7.1 The Supplier acknowledges that during the Engagement it and the Individual will have access to Confidential Information. The Supplier has therefore agreed to accept the restrictions in this clause 7.
- 7.2 Subject to clause 7.4, the Supplier shall not, and shall procure that the Individual shall not (except in the proper course of its or their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:
- (a) any use or disclosure authorised by the Buyer or required by law; or
 - (b) any information which is already in, or comes into, the public domain otherwise than through the Supplier's or the Individual's unauthorised disclosure.
- 7.3 At any stage during the Engagement, the Supplier will promptly on request return to the Buyer all and any Government Data in its or the Individual's possession.
- 7.4 Nothing in this clause 7 shall prevent the Supplier (or the Individual) or, where applicable, the Buyer (or any of its officers, employees, workers or agents) from:
- (a) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
 - (b) doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
 - (c) whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding

any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);

- (d) complying with an order from a court or tribunal to disclose or give evidence;
- (e) making any other disclosure as required by law; or
- (f) disclosing information to any person who owes a duty of confidentiality (which the Supplier, the Individual and the Buyer agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in the Individual's case, persons providing them with medical, therapeutic, counselling or support services.

7.5 The Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; and
- (e) under clause 8.

7.6 Transparency Information, and Information which is exempt from disclosure by clause 8 is not Confidential Information.

7.7 The Supplier must not make any press announcement or publicise the agreement or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that the Individual does not either.

7.8 The obligations of confidentiality in this clause 7 will continue in force for a period of 10 years from the Termination Date.

8. When you can share information

8.1 The Supplier must tell the Buyer within forty-eight (48) hours if it receives a Request For Information.

8.2 In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

- (a) comply with any FOIA request;

- (b) comply with any Environmental Information Regulations (“EIR”) request;
 - (c) if the agreement has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.
- 8.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 8. However, the extent, content and format of the disclosure is the Buyer’s decision in its absolute discretion.
- 9. Data protection**
- 9.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 9.2 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies on request .
- 9.3 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Buyer (where any such requirements have been provided).
- 9.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 9.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
 - (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 9.6 The Supplier:
 - (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice; and
 - (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it.

9.7 The Buyer will collect and process information relating to the Individual in accordance with the privacy notice which is on [UKHSA privacy notice - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/ukhsa-privacy-notice).

9.8 The Supplier and the Buyer will comply with the Data Protection Legislation.

9.9 In the event that the Services involve the processing or sharing of Personal Data, the parties shall enter into such agreements as is necessary to comply with Data Protection Legislation.

10. Intellectual property

10.1 Each party keeps ownership of its own Existing IPR. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-licence the Supplier's Existing IPR to enable the Buyer and its sub-licencees to both:

- (a) receive and use the Deliverables; and
- (b) use the New IPR.

10.2 The Buyer warrants to the Supplier that the Supplier's use of the Buyer's Existing IPR will not infringe the rights of any third parties.

10.3 The Supplier warrants to the Buyer that it has obtained from the Individual a written and valid assignment of all existing and New IPR in the Works and the Inventions and of all materials embodying such rights and a written irrevocable waiver of all the Individual's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Individual has agreed to hold on trust for the Supplier any such rights in which the legal title has not passed (or will not pass) to the Supplier.

10.4 The Supplier hereby assigns to the Buyer all New IPR in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Supplier holds legal title in these rights and inventions on trust for the Buyer.

10.5 The Supplier undertakes to the Buyer:

- (a) to notify to the Buyer in writing full details of all Inventions promptly on their creation;
- (b) to keep confidential the details of all Inventions;
- (c) whenever requested to do so by the Buyer and in any event on the termination of the Engagement, promptly to deliver to the Buyer all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or the Individual's possession, custody or power;
- (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Buyer; and

- (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Buyer.
- 10.6 The Supplier warrants that it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works.
- 10.7 The Supplier represents and undertakes that, to the best of its knowledge and belief, the use of the Works or the Intellectual Property Rights in the Works by the Buyer, excluding any materials, information or content derived from the ABL (Oxford Biomedica PLC) manufacturing documents and the Buyer's Existing IPR ("**Excluded Materials**"), will not infringe the Intellectual Property Rights of any third party. The Supplier makes no representation or undertaking as to the ownership, accuracy or non-infringement of the Excluded Materials. Where the Supplier becomes aware of any circumstances that indicate the Excluded Materials or any other elements of the Works may infringe third-party Intellectual Property Rights, the Supplier shall inform the Buyer as soon as practicable (email is sufficient). In such cases, the Buyer and the Supplier shall agree in good faith on the process and responsibility for obtaining any necessary consent from the relevant third party.
- 10.8 The Supplier undertakes, within a reasonable time of being requested by the Buyer, to execute all necessary documents, make all necessary applications, give all reasonable assistance and do all reasonable acts and things, at the expense of the Buyer and at any time either during or twelve (12) months after the Engagement, as may, in the opinion of the Buyer, be necessary or desirable to vest the Intellectual Property Rights (save for Excluded Materials) in, and register or obtain patents or registered designs in, the name of the Buyer. The Supplier's obligations under this clause shall not extend to activities that, in the Supplier's reasonable opinion, would impose an undue burden or conflict with the Supplier's existing rights or interests.

11. Insurance

- 11.1 The Supplier shall ensure that it has adequate insurance cover for this agreement.
- 11.2 Not used .
- 11.3 The Supplier shall ensure that the insurance is taken out with reputable insurers acceptable to the Buyer and that the level of cover and other terms of insurance are acceptable to and agreed by the Buyer.
- 11.4 The Supplier shall on request supply to the Buyer copies of any insurance and evidence that the relevant premiums have been paid.
- 11.5 The Supplier shall comply (and shall procure that the Individual complies) with all terms and conditions of the insurance at all times. If cover under the Insurance Policies shall lapse or not be

renewed or be changed in any material way, or if the Supplier is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Supplier shall notify the Buyer without delay.

12. Liability

- 12.1 Each party's total aggregate liability under or in connection with the agreement (whether in tort, contract or otherwise) and any indemnities, is no more than the Charges paid or payable to the Supplier.
- 12.2 No party is liable to the other for:
- (a) any indirect losses; and/or
 - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - (c) any liability that cannot be excluded or limited by law.
- 12.4 Subject to clause 12.1 the Supplier have liability for and shall indemnify the Buyer for loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Supplier or the Individual this agreement including any negligent or reckless act, omission or default in the provision of the Services.
- 12.5 Each party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the agreement, including any indemnities.

13. Termination

- 13.1 Notwithstanding the provisions of clause 2.2, the Buyer may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Supplier (other than in respect of amounts accrued before the Termination Date) if at any time:
- (a) the Supplier or the Individual commits any gross misconduct affecting the Business of the Buyer;
 - (b) the Supplier or, where applicable, the Individual commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Buyer;

- (c) the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- (d) the Supplier or the Individual is, in the reasonable opinion of the Board, negligent or incompetent in the performance of the Services;
- (e) the Individual is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984;
- (f) the Supplier makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Supplier;
- (g) the Individual does not own all of the issued share capital (from time to time) of the Supplier;
- (h) the Engagement is determined by the Buyer or, subsequently, HM Revenue & Customs to be Deemed Employment;
- (i) the Supplier or the Individual breaches the obligations contained in clauses 23 and 28;
- (j) the Supplier or the Individual commits any breach of the Buyer's policies and procedures; or
- (k) the Supplier or the Individual commits any offence under the Bribery Act 2010 or the Criminal Finances Act 2017; or
- (l) the Supplier embarrasses or brings the Buyer into disrepute or diminishes the public trust in them; or
- (m) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment law when providing the Deliverables.

- 13.2 If any of the events in 73(1)(a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the agreement and clause 14 applies.
- 13.3 The rights of the Buyer under clause 13.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Supplier as having brought the agreement to an end. Any delay by the Buyer in exercising its rights to terminate shall not constitute a waiver of these rights.
- 13.4 The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the agreement if the Buyer fails to pay an undisputed invoice sum due and worth over 10% of the total agreement value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

14. Obligations on termination

14.1 On the Termination Date, all of the following apply:

- (a) the Buyer's payment obligations under the terminated agreement stop immediately;
- (b) where the Buyer terminates the agreement in accordance with clause 2.2 or the Supplier terminates the agreement under clause 13.4:
 - (i) the Buyer must promptly pay all outstanding charges incurred by the Supplier;
 - (ii) the Buyer must pay the supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if the agreement had not been terminated;
- (c) accumulated rights of the parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the agreement;
- (f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry;
- (h) the following clauses survive termination of the agreement: 6, 7, 8, 9, 10, 12, 14, 18, 22, 30 and 31 and any clauses which are expressly or by implication intended to continue.

15. Status

- 15.1 The relationship of the Supplier (and the Individual) to the Buyer will be that of independent contractor and nothing in this agreement shall render it (nor the Individual) an employee, worker, agent or partner of the Buyer and the Supplier shall not hold itself out as such and shall procure that the Individual shall not hold themselves out as such.
- 15.2 The Buyer shall not be required to pay the Charges for any Services that fall below the standard that the Buyer is entitled to expect from the Supplier in accordance with clause 3 above. The Supplier shall put right in its own time and at its own cost, any Services undertaken which may be rejected by the Buyer as being contrary to clause 3 or the provisions of this agreement.
- 15.3 The Supplier may in its discretion provide a substitute for the Individual, provided that any substitute is suitably qualified and has the necessary skills to carry out the Services and subject to the consent of the Buyer. The Buyer shall in no circumstances be obliged to pay the substitute whose remuneration shall be the sole responsibility of the Supplier.

- 15.4 The Supplier warrants that it is not, nor will it prior to the cessation of this agreement, become a managed service company within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

16. Notices

- 16.1 All notices under the agreement must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.

- 16.2 Notices to the Buyer or the Supplier must be sent to their address or email address as set out below:

Buyer:

[Redacted]

[Redacted]

[Redacted]

Supplier:

[Redacted]

[Redacted]

[Redacted]

- 16.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

17. Circumstances beyond your control

- 17.1 Any party affected by a Force Majeure Event is excused from performing its obligations under the agreement while the inability to perform continues, if it both:

- (a) provides written notice to the other party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

18. Entire agreement

- 18.1 The provisions incorporated into the agreement are the entire agreement between the parties. The agreement replaces all previous statements, or agreements whether written or oral. No other provisions apply.

19. Assignment

- 19.1 The Supplier cannot assign, novate or in any other way dispose of the agreement or any part of it without the Buyer's written consent.

20. Variation

- 20.1 Either party can request a variation to the agreement which is only effective if agreed in writing and signed by both parties. The Buyer is not required to accept a variation request made by the Supplier.

21. Counterparts

- 21.1 This agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.

22. Third party rights

- 22.1 No third parties may use the Contracts (Rights of Third Parties) Act 1999 ("CRTPA") to enforce any term of this agreement unless stated (referring to CRTPA) in the agreement. This does not affect third party rights and remedies that exist independently from CRTPA

23. Preventing fraud, bribery and corruption

- 23.1 The Supplier shall, and shall procure that the Individual shall not:
- (a) commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
 - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) 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 agreement or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the agreement or any other public function.
- 23.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 23.1 and any fraud by the Individual and the Supplier (including its shareholders, members and directors) in connection with the agreement and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 23.3 If the Supplier notifies the Buyer as required by clause 23.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the audit of any books, records and relevant documentation.

23.4 If the Supplier or the Individual engages in conduct prohibited by clause 23.1 or commits fraud in relation to the agreement or any other contract with the Crown (including the Buyer) the Buyer may:

- (a) require the Supplier to remove the Individual from providing the Deliverables if their acts or omissions have caused the default; and
- (b) immediately terminate the agreement.

24. Equality, diversity and human rights

24.1 The Supplier must follow all applicable employment and equality law when they perform their obligations under the agreement, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which the Buyer reasonably imposes related to equality law.

24.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the agreement.

25. Health and safety

25.1 The Supplier must, and must procure that the Individual must, perform its obligations meeting the requirements of:

- (a) all applicable law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

25.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents of material hazards they are aware of at the Buyer's premises that relate to the performance of the agreement.

26. Environment and sustainability

26.1 In performing its obligations under the agreement, the Supplier shall, to the reasonable satisfaction of the Buyer:

- (a) meet, in all material respects, the requirements of all applicable laws regarding the environment; and

- (b) comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide.

26.2 The Supplier must ensure that the Individual is aware of the Buyer's environmental policy.

27. Tax

27.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the agreement where the Supplier has not paid a minor tax or social security contribution.

28. Conflict of Interest

28.1 The Supplier must take action to ensure that neither the Supplier nor the Individual are placed in the position of an actual, potential or perceived Conflict of Interest.

28.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

28.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the agreement immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and clause 14 shall apply.

29. Reporting a breach of the agreement

29.1 As soon as it is aware of it the Supplier and Individual must report to the Buyer any actual or suspected breach of law, clause 3.8, or clauses 23 to 28.

30. Resolving Disputes

30.1 If there is a dispute between the parties, their senior representatives who have authority to settle the dispute will, within twenty-eight (28) days of a written request from the other party, meet in good faith to resolve the dispute by commercial negotiation.

30.2 If the dispute is not resolved at that meeting, the parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure current at the time of the dispute. If the parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 30.3 to 30.5.

30.3 Unless the Buyer refers the dispute to arbitration using clause 30.4, the parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

30.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

30.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 30.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 30.4.

30.6 The Supplier cannot suspend performance of the agreement during any dispute.

31. Governing law

This agreement and any issues or disputes arising out of, or connected to it, are governed by English law.

This agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
<div>re:</div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div>
<div></div> <div></div>	<div></div> <div></div>

Schedule 1 Services

Supply of a Qualified Person (QP), recognised by the Medicines and Healthcare products Regulatory Agency (MHRA), familiar with the Novel vaccine, to provide Good Manufacturing Practice oversight, documentation review and regulatory support in MHRA clinical trials submission.

Schedule 2 Processing Personal Data – Authorised Processing Template

Contract:	
Date:	16 th December 2024
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation:</p> <p>(a) the Client is the Controller and the Service Provider is the Processor in respect of the following:</p> <ul style="list-style-type: none"> · any processing of the contact details of employees, agents, consultants and contractors of either party engaged in the performance of obligations under the contract; <p>(b) the Client and the Service Provider are independent Controllers for the purposes of the Data Protection Legislation in respect of the following (and in which case the Parties shall comply with their obligations under the Data Protection Legislation):</p> <ul style="list-style-type: none"> · any processing related to the removal of access of any Service Provider personnel to an Affected Property.
Subject matter of the processing	<p>The processing under (a) above is needed in order to ensure that the Parties can effectively perform their obligations under the contract.</p> <p>The processing under (b) above is needed to ensure the safe and effective performance of the contract and to inform any relevant internal employment-related processes of the Service Provider.</p>
Duration of the processing	For the duration of the contract
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data (whether or not by automated means).

Type of Personal Data	Names, contact details, information held on the client's employment database relating to Data Subjects, including (as relevant) the following special category personal data: health, sexuality, sexual orientation, racial or ethnic origin, political opinions, religious or philosophical beliefs, gender and trade union membership.
Categories of Data Subject	Staff (including agents and temporary workers), consultants, suppliers, contractors and other representatives of the Parties.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	All data to be destroyed after the termination or expiry of the contract, except as required pursuant to law, regulation or Supplier's risk and compliance policies.
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract	At Supplier's site.

Schedule 3 Specification

Activity/Item	Estimated Dates	Estimated Time (days)
Product Development, Manufacturing, Testing and Release: <ul style="list-style-type: none"> • review of manufacturing and test documentation • oversight of product stability programs and data in accordance with regulatory commitments • Oversight of clinical labelling and packaging • attendance at project meetings 	1 January 2025 to 31 December 2025 1.0 days/month for 12 Months	12
Ongoing Supplier Qualification / Re-qualification as required. <ul style="list-style-type: none"> • CDMO label and packaging site audit <ul style="list-style-type: none"> ○ Site Document Review and Agenda ○ Preparation, Audit Report and follow response 	as required.	3
Regulatory Support as required; Preparation of Regulatory Documentation and follow up responses. Support in Scientific Advice, Responses to MHRA Grounds for Non-acceptance (GNA's)	Preparation /review of IMPD Preparation /review of Investigator Brochure Review of Clinical Protocol Responses to MHRA comments	8 4 2 1
	Total Time	30 days

Schedule 4 Charges

Role Description	Grade	Unit Cost	Total Cost	Units Required	SubTotal £
████████████████████	██	██████	██████	██	██████
██████					██████
████████					████████
██					██████
Total Cost					£38,000.00