

This Contract is made between:

**Public Health England** (which expression shall include its successors in title) of Wellington House, 133-135 Waterloo Road, London SE1 8UG (the "Authority")

and

**Water Direct Limited**, of Victor Building, Unit 19, Earls Colne Business Park, Earls Colne, Essex CO6 2NS (the "Contractor")

The following is agreed:

1. The Contract is made up of the following documents:

a) This Form of Contract for **PHE - Corporate – Porton Emergency Drinking Water**

b) PHE Conditions of Contract (as included in the tender documents), but with agreed amendments to Clauses 11.2 and 13.2 as follows;

11.2 All Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document shall be owned by the Supplier, save upon the express request of the Authority on a case by case basis and agreed in writing between the Authority and the Supplier. Upon such agreement, the Supplier shall assign with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such express requested deliverables, material and other outputs. The Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such express requested deliverables, material and other outputs to the Supplier to give effect to Clause 11 of this Schedule 2 and that such Staff absolutely and irrevocably waive their moral rights in relation to such express requested deliverables, material and other outputs. Clause 11 of this Schedule 2 shall continue notwithstanding the expiry or earlier termination of this Contract.

13.2 Subject to Clauses 12.2, 13.1, 13.3 and 13.5 of this Schedule 2, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the lower of: (a) five million GBP (£5,000,000); or (b) one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services.

c) The Contractor's tender response (including prices detailed in the Commercial Envelope of the tender response).

d) Specification for PHE - Corporate – Porton Emergency Drinking Water (to include the provision, installation and maintenance of suitable containers and pipework, as advised during the pre-tender site visit, along with supplies of fresh water as necessary) all as included in the tender documents.

(all of the above documents taken together (as amended in accordance with this Contract) being referred to as the "Contract")

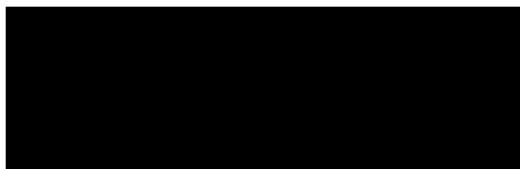
2. If there is an inconsistency between any of the documents listed above, a higher listed document shall prevail over a lower listed document, i.e. document (a) shall prevail over all other documents; document (b) shall prevail over documents (c) and (d).

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**Form of Contract****PHE - Corporate – Porton Emergency Drinking Water****ECM\_7095**

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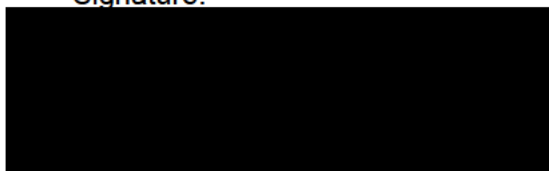
3. The Contract will commence on the date that signatures are added by both the Authority and the Contractor.
4. The duration of the Contract will be dependent upon the completion of the works to install a new water main to the PHE Porton Down site. There will be a minimum of one month's notice period. It is anticipated that this will be towards the end of 2020.



For and on behalf of the Authority

Name: Job Title: Date: 29<sup>th</sup> January 2020

Signature:



For and on behalf of the Contractor

Name: Job Title: Date: 29<sup>th</sup> January 2020