

DATED

4<sup>th</sup> July 2023

**DEED OF NOVATION OF CONTRACT**

among

**Continuing Party**

and

**Outgoing Party**

and

**Incoming Party**

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This deed is dated [DATE] 4<sup>th</sup> July 2023

## **PARTIES**

- (1) ULTRA NUCLEAR LIMITED incorporated and registered in England and Wales with company number 14356290 whose registered office is at Innovation House, Unit 7 Lancaster Road, Ferndown Industrial Estate, Wimborne, Dorset BH21 7SQ, United Kingdom (**Continuing Party**)
- (2) The MET OFFICE whose registered address is at Fitzroy Road, Exeter, Devon EX1 3PB for and on behalf of the Secretary of State for Science, Innovation and Technology and acting as part of the Crown (**Outgoing Party**)
- (3) DEPARTMENT FOR ENERGY SECURITY AND NET ZERO whose registered address is at 1 Victoria Street, London SW1H 0ET, United Kingdom (**Incoming Party**)

## **Background**

- (A) The Continuing Party and the Outgoing Party have entered into a contract for services to support and maintain the RIMNET monitor network, in connection with the equipment described in that contract, dated 7 July 2014 (**Contract**), a copy of which is attached to this deed at Schedule 1. This Contract was subject to a previous novation, in which Ultra Electronics Ltd was replaced by Ultra Nuclear Ltd, a copy of which is also attached to this deed at Schedule 2.
- (B) As part of an internal reorganisation and transfer of the responsibilities of the Outgoing Party, the Outgoing Party intends to transfer its related functions to the Incoming Party. As a result, the Outgoing Party wishes to transfer its rights and obligations under the Contract to the Incoming Party as part of the reorganisation.
- (C) The Outgoing Party shall continue to be liable for any failure by it to perform its obligations under the Contract before the Effective Date.
- (D) The parties have therefore agreed to novate the Outgoing Party's rights and obligations under the Contract to the Incoming Party on the terms of this deed with effect from 00:00:01 on the 01/08/2023 (**Effective Date**).

## **Agreed terms**

### **1. Novation**

With effect from the Effective Date:

- 1.1 The Incoming Party will perform the Contract, be bound by its terms and enjoy its benefits in every way as if it were the original party to it in place of the Outgoing Party.

1.2 The Continuing Party will perform the Contract and be bound by its terms in every way as if the Incoming Party were the original party to it in place of the Outgoing Party.

1.3 References to the Outgoing Party in the Contract shall be read and construed as references to the Incoming Party.

**2. Release of obligations and liabilities**

2.1 The Continuing Party and the Outgoing Party release each other from all future obligations to the other under the Contract.

2.2 Nothing in this deed shall affect or prejudice any claim or demand that the Continuing Party or the Outgoing Party may have against each other under or in connection with the Contract with respect to matters occurring before the Effective Date.

**3. Indemnity**

3.1 The Incoming Party shall indemnify the Outgoing Party against all liabilities, costs, expenses, damages and losses that the Outgoing Party suffers or incurs under or in connection with the Contract as a result of the Incoming Party's failure to perform the Contract from the Effective Date.

3.2 The Outgoing Party shall indemnify the Incoming Party against all liabilities, costs, expenses, damages and losses that the Incoming Party suffers or incurs under or in connection with the Contract as a result of the Outgoing Party's failure to perform the Contract before the Effective Date.

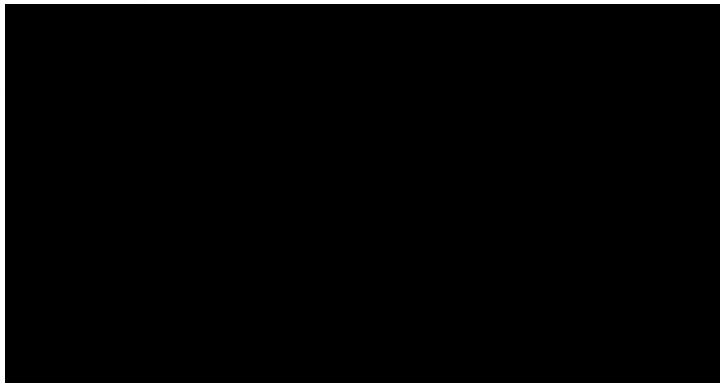
**4. Governing law**

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**5. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.





Executed as a deed by ULTRA NUCLEAR LIMITED acting by [REDACTED] a director, in the presence of:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Director

Executed as a deed by DEPARTMENT FOR ENERGY SECURITY AND NET ZERO acting by [REDACTED] a Deputy Director, in the presence of:

[REDACTED]

[REDACTED]

Deputy Director

For England and Wales: THE CORPORATE SEAL of (THE SECRETARY OF STATE) FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY) is affixed is authenticated by)

[REDACTED]

SEAL OF THE DEPARTMENT FOR SCIENCE, INNOVATION AND TECHNOLOGY  
DEPARTMENT FOR SCIENCE, INNOVATION AND TECHNOLOGY  
SEAL OF THE DEPARTMENT FOR SCIENCE, INNOVATION AND TECHNOLOGY

SEALED WITH THE CORPORATE SEAL OF THE  
SECRETARY OF STATE FOR SCIENCE, INNOVATION  
AND TECHNOLOGY hereunto affixed is authenticated by

[Redacted]

[Redacted]

An official in the Department for Science, Innovation and  
Technology

[Redacted]

Witnessed by

[Redacted]

Print name

[Redacted]

Date

[Redacted]

[Redacted]