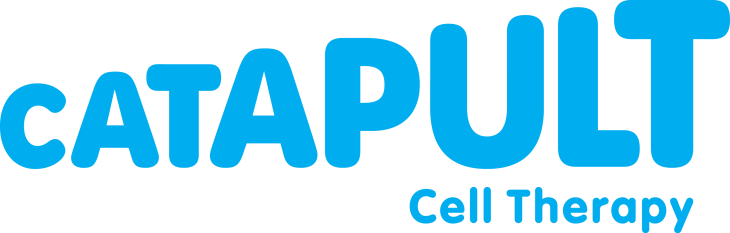
DATED [*Year*]

(1) *[insert full name of Supplier]*

- and-

(2) CELL THERAPY CATAPULT LIMITED

|  |
| --- |
| **AGREEMENT FOR THE PURCHASE OF SERVICES** |



**THIS AGREEMENT** is made this day of [*Year* ]

PARTIES:

1. ***[insert full name of Supplier]*,** a company incorporated and registered in [*England and Wales*] with company number ***[insert company number]* and** whose registered office is at ***[insert registered office address]*** (the “Supplier”); and

1. **Cell Therapy Catapult Limited,** a company incorporated and registered in England and Wales with company number 07964711 whose registered office is at 12th Floor Tower Wing, Guy’s Hospital, Great Maze Pond, London, SE1 9RT (the “**Catapult**”).

BACKGROUND:

1. The Catapult was established by the Technology Strategy Board in 2012 to grow the UK cell therapy industry, increasing health and wealth for all.
2. The Supplier is a ***[insert description of Supplier]*** with substantial experience in providing ***[insert description of the type of work done by the Supplier]***.
3. The Catapult wishes the Supplier to provide, and the Supplier is willing to provide, certain services in relation to ***[insert description of the services]***, on and subject to the provisions of this Agreement.

**IT IS AGREED AS FOLLOWS:**

# DEFINITIONS AND INTERPRETATION

## In this Agreement, the following words shall have the following meanings:

|  |  |
| --- | --- |
| **“Acceptance Notice”** | shall have the meaning given in Clause 8.4: |
| “**Agreement**” | this agreement, together with the Schedules hereto; |
| **“Anti-Corruption Obligations”** | shall have the meaning given in Clause 15.1; |
| **“Background IP”** | means, in relation to a party, the Intellectual Property Rights that are owned or licensed to that party as at the Commencement Date or which that party subsequently develops, creates or acquires other than in the course of, or for the purposes of, carrying out the Services; |
| **“Catapult Manager”** | the individual identified in Part D of Schedule 1 or such other individual as the Catapult may appoint and notify in writing to the Supplier from time to time; |
| **“Commencement Date”** | the date of this Agreement, first written above; |
| **“Completion”** | means when all of the Services have been provided, and all Deliverables delivered, to the Catapult, to the Catapult’s reasonable satisfaction, and the Catapult has given an Acceptance Notice in relation to the last of all of the Services and Deliverables; |
| **“Deliverables”** | all Documents, products and materials or other items or deliverables developed or created by the Supplier or its Personnel in relation to, or in the course of providing, the Services, including those identified in Part B of Schedule 1; |
| **“Disclosing Party”** | has the meaning given to it in Clause 13.1; |
| **“Document”** | includes any document in writing, drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record which embodies information in any form; |
| **“Expenses”** | expenses of the type identified in Part B of Schedule 2, incurred by the Supplier solely for the purpose of providing the Services; |
| **“Fees”** | the fees to be paid by the Catapult to the Supplier for the Services as set out in Part A of Schedule 2; |
| **“In-put Material”** | all Documents, information and materials provided by or on behalf of the Catapult in accordance with Clause 4.1.4, including the in-put materials specified in Part C of Schedule 1; |
| **“Intellectual Property Rights”** | patents, any extension of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, trademarks, logos and trade names (including all associated goodwill and the right to sue for passing off), applications for any of the foregoing (including continuations, continuations in part and divisional applications), the right to apply for any of the foregoing, rights in get-up, copyrights, design rights, database rights, publication rights, rights in inventions, know-how, trade secrets and confidential information and all other forms of intellectual property right having equivalent or similar effect to any of the foregoing which may exist anywhere in the world; |
| **“Key Personnel”** | any member of the Supplier's Team who is identified as being key in Part D of Schedule 1; |
| **“Pass Through Costs”** | such sums payable by the Supplier to third parties in relation to the provision of the Services as are: (i) set out in Part C of Schedule 2; and/or (ii) agreed by the Catapult in writing in advance of the Supplier paying, or becoming contractually bound to pay such sums to a third party; |
| **“Payment Cap”** | the sum set out in Part D of Schedule 2, exclusive of Value Added Tax; |
| **“Personnel”** | in relation to a party means that party’s officers, employees, consultants, agents, representatives and advisors; |
| **“Recipient”** | has the meaning given to it in Clause 13.1; |
| **“Research Organisation”** | an entity falling within the definition of a research organisation as set out in paragraph 2.2(d) of the R&D&I Framework; |
| **“R&D&I Framework”** | The Framework for State Aid for Research and Development and Innovation, 2014/C 198/01, including any amendments to the same or replacement regulations; |
| **“Services”** | the services to be provided by the Supplier pursuant to this Agreement and as set out in Part A of Schedule 1; |
| **“Sub-Contractor”** | any sub-contractor of the Supplier approved by the Catapult in writing in accordance with Clause 3.6; |
| **“Supplier's Manager”** | the individual identified in Part D of Schedule 1 or any replacement appointed in accordance with Clauses 3.4.3 and 3.4.4 (inclusive); |
| **“Supplier's Team”** | the Supplier's Manager, the Key Personnel and all Personnel of the Supplier involved in providing the Services from time to time during the Term; |
| **“Term”** | shall have the meaning given in Clause 19.1; |
| **“Timetable”** | the timetable for the provision and completion of the Services (and where relevant, each part thereof) as set out in Part B of Schedule 1; and |
| **“Working Day”** | any day other than a Saturday, a Sunday or a public holiday in England. |

## In this Agreement, unless otherwise specified:

### references to Clauses and Schedules are to the clauses of, and schedules to, this Agreement;

### headings are for convenience only and do not affect the interpretation of this Agreement;

### references to a person includes a body corporate or unincorporated body, and references to a company includes any company, corporation or other body corporate, wherever and however incorporated or established;

### unless the context otherwise requires, words in the singular shall include the plural and vice versa;

### references to approvals or notices being “in writing” or “written” shall include email;

### any reference to a statute or statutory provision is a reference to it as amended, extended, re-enacted and/or replaced from time to time; and

### ‘including’ means ‘including but not limited to’ and ‘include’ and ‘includes’ shall be construed accordingly.

# APPOINTMENT OF SUPPLIER

The Catapult appoints the Supplier to, and the Supplier agrees to, perform the Services and deliver the Deliverables to the Catapult on and subject to the provisions of this Agreement.

# PERFORMANCE OF THE SERVICES

## The Supplier shall, and shall procure that each member of the Supplier’s Team shall, perform the Services and deliver the Deliverables in a professional manner in keeping with best industry practice, using all due skill, care and diligence and in accordance with:

### all applicable laws and regulations, codes and guidelines;

### the provisions of this Agreement;

### the Timetable (time being of the essence in relation to the performance of the Services and delivery of the Deliverables); and

### all reasonable instructions of the Catapult from time to time.

## The Supplier shall ensure that the Deliverables comply with all applicable laws regulations, codes and guidelines.

## The Supplier shall provide all materials necessary (other than the In-put Materials), and allocate sufficient resources to the Services, to enable the Supplier to provide the Services and deliver the Deliverables to the Catapult in accordance with the provisions of this Agreement.

## The Supplier shall appoint: (i) the Supplier's Manager, who shall have authority under this Agreement contractually to bind the Supplier on all matters relating to the Services; and (ii) the Key Personnel. The Supplier shall:

### ensure that the Supplier’s Manager and each member of the Supplier's Team, is suitably skilled, experienced and qualified to carry out the responsibilities allocated to them in respect of the Services;

### ensure that the same individual acts as the Supplier’s Manager throughout the Term (save as otherwise provided in this Clause 3.4) and not make any changes to the Supplier's Manager or the Key Personnel without the prior written approval of the Catapult (save as otherwise provided in this Clause 3.4);

### promptly inform the Catapult of the absence (or anticipated absence) of the Supplier's Manager, or any member of the Key Personnel and shall (if the Catapult requires) provide a suitably qualified replacement; and

### at the written request of the Catapult, replace without delay the Supplier’s Manager or any member of the Supplier’s Team.

## The Supplier shall, and shall procure that all members of the Supplier’s Team shall:

### co-operate with the Catapult in all matters relating to the Services;

### comply with all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Catapult’s premises at which the Services (or any of them) are being provided;

### notify the Catapult promptly on becoming aware of any health and safety hazards or issues which arise in relation to the Services; and

### before the date on which the Services are to start, obtain, and at all times maintain, all licences and consents necessary to perform the Services and deliver the Deliverables in accordance with the provisions of this Agreement.

## The Supplier shall not instruct any sub-contractor or freelancer to perform the Services (or any part thereof) unless and until the Catapult has given its prior written consent to the instruction of such sub-contractor and/or freelancer and the terms of the agreement to be entered into between the Supplier and the relevant sub-contractor and/or freelancer. The Supplier shall remain fully responsible for the acts and omissions of any sub-contractor or freelancer as if such acts and omissions were acts and omissions of the Supplier.

# THE CATAPULT’S OBLIGATIONS

## The Catapult shall:

### co-operate with the Supplier in all matters relating to the Services as the Catapult shall deem reasonably necessary;

### appoint the Catapult’s Manager, who shall have authority contractually to bind the Catapult on all matters relating to the Services. The Catapult shall use reasonable endeavours to ensure that the same individual acts as the Catapult’s Manager throughout the Term, but may replace that individual from time to time as it sees fit (at the Catapult’s absolute discretion);

### subject to Clause 4.2, provide such access to the Catapult’s premises, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Catapult in writing in advance, for the purposes of, and to the extent necessary for the performance of, the Services;

### provide such information and materials as the Supplier may reasonably request, and/or as the Catapult considers reasonably necessary, in order for the Supplier to carry out the Services; and

### inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Catapult’s premises at which the Services (or any part of the Services) will be performed.

## The Catapult reserves the right to refuse access to the Catapult’s premises to the Supplier’s Team (or any member of the Supplier’s Team), at the Catapult’s absolute discretion.

# REPORTING AND MEETINGS

## The Supplier shall provide to the Catapult at the end of each month during the Term and/or at such other times as the Catapult may reasonably request, a written report on the progress of the Services. Such report shall include details of the hours worked by each member of the Supplier’s Team since the previous report was provided (or since the Effective Date, as applicable). These reports shall provide the basis of the discussion at the meetings to be held under Clause 5.2.

## The Catapult and the Supplier shall procure, respectively, that the Catapult’s Manager and the Supplier’s Manager (and such other members of the Supplier’s Team as the Supplier may consider necessary and/or as the Catapult may request) shall have meetings at least [*once a month*] during the Term to discuss the Services (and performance of the Services), the operation of this Agreement, progress against the Timetable (including, where relevant, the Milestones) and such other matters either party considers necessary. These meetings shall take place at such locations as are agreed by the parties, or may be conducted by telephone, video conference or otherwise if agreed by the parties.

## The Supplier shall notify the Catapult immediately in writing if the Supplier becomes aware of any circumstances that will, or are likely to, impede or otherwise have an adverse effect on the Supplier’s ability to perform the Services and/or deliver the Deliverables (or otherwise perform the Supplier’s obligations under this Agreement.

# CO-OPERATION

## The Supplier acknowledges that it will be delivering the Services and/or Deliverables in a multi-vendor environment. The Supplier therefore agrees co-operate in good faith with the Catapult and, where directed by the Catapult, with such third parties as the Catapult may from time to time nominate, to facilitate the efficient performance of the Services.

# CHANGE CONTROL

## At any time during the Term, the Catapult may request, or the Supplier may recommend, changes to the scope or execution of the Services by submitting a written change order to the other party setting out the change (which may be in the form set out at Schedule 3 or any other form).

## If the Catapult requests, or the Supplier recommends, a change to the scope or execution of the Services, the Supplier shall provide a written estimate to the Catapult of:

### the likely time required to implement the change;

### any necessary variations to the Fees arising from the change;

### the likely effect of the change on the Timetable; and

### any other impact of the change on this Agreement.

## The Supplier shall provide the written estimate, referred to in Clause 7.2 above, to the Catapult: (i) if a change is requested by the Catapult, not more than ten (10) Working Days after receipt by the Supplier of the Catapult’s request; and (ii) if a change is recommended by the Supplier, at the same time as the Supplier submits a change order to the Catapult. The Catapult and the Supplier shall respectively procure that Catapult’s Manager and the Supplier’s Manager meet as soon as possible after the written estimate is provided to the Catapult, to discuss the requested change.

## The Supplier shall not unreasonably withhold its consent to any change requested by the Catapult under Clause 7.1.

## If the Supplier requests a change to the scope or execution of the Services in order to comply with any applicable safety or statutory requirements, and such changes do not materially affect the nature or scope of the Services or Fees, the Catapult shall not unreasonably withhold or delay consent to such change.

## 

## No change to the scope or execution of the Services shall be valid unless and until such change has been set out in writing, and signed by the duly authorised representatives of both parties. Where a change to the scope or execution of the Services has been proposed, the parties will continue to perform their respective obligations under this Agreement, without taking account of that requested or recommended change, until such change has been set out in writing and signed by the duly authorised representatives of both parties.

# RE-PERFORMANCE OF THE SERVICES

## 

## If at any time during the Term, in the Catapult’s reasonable opinion, any Services carried out and/or any Deliverables delivered are not of a sufficiently high standard, the Catapult may (without prejudice to any other right or remedy of the Catapult) notify the Supplier and the Supplier shall ensure that such Services and/or Deliverables are, to the extent necessary, re-performed or revised at the Supplier’s cost and expense within five (5) Working Days of receipt of such notice by the Supplier, or such other period as the Catapult and the Supplier may agree.

## If any re-performed or revised Services and/or Deliverables under Clause 8.1 are, in the reasonable opinion of the Catapult, still not to a suitably high standard, then the Catapult shall notify the Supplier that the Catapult rejects such Services and/or Deliverables, or any part thereof, in which case the Supplier shall not be entitled to charge any Fees or Expenses for the work carried out in performing those Services and/or Deliverables (or the rejected part thereof). The parties shall use reasonable endeavours to agree the proportion of the Fees relating to such rejected Services and/or Deliverables (or part thereof). If the parties are unable to agree on the proportion of the Fee relating to such Services and/or Deliverables (or part thereof), the parties shall submit to binding arbitration in London, in accordance with the Rules of the London Court of International Arbitration to determine the relevant proportion of the Fees. All fees and costs relating to such arbitration shall be shared equally by the parties.

## If the Catapult rejects any Services and/or Deliverables (as applicable) pursuant to Clause 8.1 twice during the Term then the Catapult shall be entitled to terminate this Agreement pursuant to Clause 19.4.1.

## The Services and products of the Services (including the Deliverables) shall be deemed complete and delivered in full only when the provisions of this Agreement have been complied with in full and the Catapult has provided a written notice of acceptance of the relevant Services and Deliverables to the Supplier (the **“Acceptance Notice”**).

# FEES AND INVOICING

# Fees

## In consideration of the provision of the Services and delivery of the Deliverables by the Supplier, the Catapult shall pay to the Supplier the Fees.

## The Supplier shall calculate the Fees in accordance with Schedule 2.

## The parties agree that if additional work is required as a result of any action or inaction by the Supplier or any member of the Supplier’s Team that would not have been required but for such action or inaction, the Supplier shall perform all such additional work at no additional charge to the Catapult.

**Invoicing**

## The Supplier shall be entitled to invoice the Catapult for the Fees in accordance with Schedule 2.

## Subject to Clause 9.6, the Supplier shall be entitled to invoice the Catapult, monthly in arrears, for:

### reasonable Expenses actually incurred by the Supplier during the preceding month solely for the purpose of providing the Services; and

### Pass-Through Costs approved in writing in advance by the Catapult,

### provided always that all invoices for Expenses and/or Pass-Through Costs shall be accompanied by receipts and/or such other evidence as the Catapult may reasonably request of such Expenses and/or Pass-Through Costs having been wholly and properly incurred by the Supplier.

## The Supplier shall not be entitled to invoice the Catapult for any expense to which the Expenses relate, nor work or materials to which the Pass-Through Costs relate, which have already been paid for as part of the Fees.

## All Pass-Through Costs shall be at competitive prices and the Supplier shall pass on to the Catapult the benefits of all commissions, discounts and rebates received from third parties by the Supplier in carrying out the Services on behalf of the Catapult. The Supplier shall keep full documentation of costs and tender processes as appropriate for the purposes of providing evidence of the Pass-Through Costs requested by the Catapult. The Supplier shall remain responsible for any payments to third parties in relation to the provision of the Services which have not been specifically approved by the Catapult in writing.

## The parties agree that the total aggregate sum of all Fees, Expenses and Pass-Through Costs shall not exceed the Payment Cap.

## The Catapult shall pay all undisputed invoices submitted by the Supplier within thirty (30) days of the date or receipt of such invoice by the Catapult, provided always that such invoice includes:

### any purchase order number notified to the Supplier by the Catapult; and

### all supporting documentation required under Clause 9.5.

## All sums payable under this Agreement:

### are exclusive of value added tax or any other sales tax or duties, which, where applicable, shall be payable by the Catapult to the Supplier in addition;

### shall be paid in British pounds sterling to the credit of the Supplier’s bank account, details of which shall be notified to the Catapult as and when necessary; and

### shall be paid without deduction or withholding in respect of duties, taxes, taxation or charges otherwise of a taxation nature unless the deduction or withholding is required by law. In the event that such deductions or withholdings are required by law, the Catapult shall be entitled to make such deductions provided that the Catapult pays the relevant amounts to the relevant tax authority within the period for payment permitted by law and provides to the Supplier either an official receipt from the relevant taxation authorities involved in respect of all amounts so deducted or withheld or if such receipts are not issued by the taxation authorities concerned a certificate of deduction or equivalent evidence of the relevant deduction or withholding.

## If the Catapult fails to pay any undisputed sum due under this Agreement in full by the due date for payment then the Supplier may, without prejudice to any other right or remedy available to the Supplier, charge interest on any outstanding amount, from the due date up to the date of actual payment, at the rate of 2% per annum above the base rate of the Bank of England.

# RECORDS AND INSPECTIONS

## During the Term and for five (5) years following expiry or earlier termination of this Agreement, the Supplier shall maintain accurate books and records of all Services performed, fees charged and expenses incurred in connection with the Services, sufficient to ascertain the sums payable to the Supplier by the Catapult under this Agreement.

## 

## The Supplier shall make its records and books of account available for inspection during normal business hours by the Catapult and/or an independent professional accountant or auditor appointed by the Catapult for the purpose of verifying the Supplier’s compliance with the provisions of this Agreement, the performance of the Services, and the accuracy of the invoices submitted by the Supplier to the Catapult in relation to the provision of the Services. The Supplier shall provide access to the Supplier’s premises and the members of the Supplier’s Team for the purposes of any such inspection. The Catapult’s accountant/other qualified individual shall be entitled to take copies of such records, books and procedures to the extent that they relate to the performance by the Supplier of the Services.

## The Catapult shall be entitled to have inspections carried out pursuant to Clause 10.2 twice every calendar year (and once each year following the termination of this Agreement for a maximum of five (5) years on giving the Supplier no less than five (5) Working Days’ written notice prior to each inspection.

## The Catapult shall bear the cost of carrying out any inspection carried out under Clauses 10.2 and 10.3 unless such inspection reveals a discrepancy of greater than five percent (5%) between the sums paid to, or invoiced by, the Supplier under this Agreement and the sums actually due to the Supplier under this Agreement, in which case the Supplier shall promptly repay to the Catapult the amount of the discrepancy (if already paid by the Catapult) or issue a revised invoice for the correct sums, and pay to the Catapult the costs of carrying out the relevant inspection.

# INTELLECTUAL PROPERTY RIGHTS

## Nothing in this Agreement shall affect ownership of, or any rights to, either party’s Background IP, nor grant or imply the grant to either party of any right in or to the other party’s Background IP except as expressly stated in this Agreement. Without prejudice to the generality of the foregoing, nothing in this Agreement shall affect the ownership of any Intellectual Property Rights in the In-put Materials, which shall remain the property of the Catapult or its ultimate licensors.

## The Supplier hereby irrevocably, unconditionally and absolutely assigns to the Catapult, with full title guarantee and free from all encumbrances, all right, title and interest in and to the Deliverables and all Intellectual Property Rights in and/or relating to the Deliverables whether created on or after the Commencement Date, including the right to sue for damages and other relief for past infringement of any such Intellectual Property Rights.

## To the extent that Clause 11.2 is not effective to assign legal title to the Intellectual Property Rights in the Deliverables to the Catapult, the Supplier shall assign to the Catapult, or procure the assignment to the Catapult, of the Intellectual Property Rights in the Deliverables as and when requested by the Catapult and shall (and shall procure that relevant members of the Supplier’s Team shall) do all such acts and execute all such documents as the Catapult may request or as may be necessary to vest the Intellectual Property Rights in the Deliverables in the Catapult. Until all such rights are so assigned to the Catapult, the Supplier shall hold the Intellectual Property Rights in the Deliverables on trust for the sole benefit of the Catapult and the Catapult shall have the exclusive world-wide, royalty-free right to use and to sub-license the use of the Intellectual Property Rights in the Deliverables.

## The Supplier shall obtain from all members of the Supplier’s Team a waiver of all moral rights in the Deliverables and any other products of the Services to which such individual is now or may be at any future time entitled. The Supplier shall promptly provide copies of those waivers to the Catapult on request.

## The Supplier grants to the Catapult a non-exclusive, worldwide, royalty free license to use the Supplier’s Background IP to the extent necessary to enable the Catapult to fully exploit the Services and Deliverables and the Intellectual Property Rights assigned to the Catapult in accordance with Clause 11.2.

## The Catapult hereby grants to the Supplier a non-exclusive, non-transferable, royalty-free licence to use: (i) the Intellectual Property Rights assigned to the Catapult pursuant to this Clause 11; and (ii) the Intellectual Property Rights in the In-put Materials, in each case solely to the extent necessary to enable the Supplier to provide the Services and deliver the Deliverables to the Catapult in accordance with the provisions of this Agreement.

## The Supplier shall not do, nor permit anything to be done by the Supplier’s Team, which might materially adversely affect the rights of the Catapult in or to any of the Intellectual Property Rights in the In-put Materials or in or relating to the Deliverables, the value of such Intellectual Property Rights and/or the Catapult’s ability to use such Intellectual Property Rights.

# INFRINGEMENTS

## The Supplier shall notify the Catapult promptly on becoming aware of any unauthorised use by any third party of any Intellectual Property Rights of the Catapult (including the Intellectual Property Rights assigned to the Catapult under Clause 11.2), giving full details of such unauthorised use and/or claim. The Supplier shall provide the Catapult with all assistance as may be reasonably required by the Catapult to prosecute or settle such claim. The Supplier shall not, and shall procure that the Supplier’s Personnel shall not take any action which might be reasonably anticipated to compromise any claim or right of the Catapult in relation to such suspected unauthorised use and shall not have any right to initiate any proceedings in relation to such suspected unauthorised use without the Catapult’s written consent.

## If any third party brings a claim against the Catapult that the exploitation of the Deliverables by the Catapult infringes the Intellectual Property Rights or any other rights of such third party, the Catapult shall have sole and complete control of the defence or settlement of such claim and the Supplier shall provide the Catapult with all assistance as the Catapult may reasonably request in relation to the defence or settlement of such claim.

## At the request of the Catapult, the Supplier shall, or shall procure that the Supplier’s Personnel shall, execute all such documents and do all such acts as the Catapult may request so as to give effect to the provisions of this Clause 12.

# CONFIDENTIALITY

## In this Agreement, “Confidential Information” of a party shall mean, subject to Clause 13.2, any and all data, research, results, know-how, show-how, software, algorithms, trade secrets, plans, forecasts, analyses, evaluations, product information, designs, drawings, ideas, techniques, operations, processes, technical information, business information, affairs, financial and strategic information, competitive analyses, customers, clients, suppliers, plans, intentions, or market opportunities disclosed by that party (“**Disclosing Party**”), directly or indirectly, to the other party (“**Recipient**”), whether in written, oral, electronic or any other form and whether disclosed before, on or after the Commencement Date. The In-put Material and Deliverables shall be deemed to be Confidential Information of the Catapult.

## “Confidential Information” shall not include any information that the Recipient can prove:

### is or becomes generally available to the public other than as a result of its disclosure by the Recipient in breach of this Agreement or of any other undertaking of confidentiality given to the Disclosing Party (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information);

### was already lawfully possessed by the Recipient before the information was disclosed to it by the Disclosing Party; and/or

### is obtained subsequently by the Recipient from a third party without any obligations of confidentiality and such third party is in lawful possession of such information and/or materials and is not in violation of any contractual or legal obligation to maintain the confidentiality of such information and/or materials.

## The Recipient shall keep all Confidential Information of the Disclosing Party confidential and shall not, except with the prior written consent of the Disclosing Party, use, copy or disclose any Confidential Information of the Disclosing Party (in whole or in part) except that the Recipient may:

### use Confidential Information of the Disclosing Party solely for the purpose of performing its obligations and/or exercising its rights under this Agreement;

### disclose or make available Confidential Information of the Disclosing Party to those of its Personnel (and Sub-Contractors) who need to know this Confidential Information to enable the Recipient to perform its obligations and/or exercise its rights under this Agreement (and provided that the Recipient shall: (i) ensure that its Personnel and/or Sub-Contractors to whom it discloses Confidential Information of the Disclosing Party comply with this Clause 13; and (ii) remain liable to the Disclosing Party for any breach of this Clause 13 by any such Personnel and/or Sub-Contractors); and

### disclose Confidential Information of the Disclosing Party to the extent that the Recipient is required to do so by law, by any governmental or regulatory authority, or by an order of a court of competent jurisdiction (including, where the Recipient is the Catapult in connection with any investigation described in Clause 17), provided that the Recipient: (i) uses best efforts to limit such disclosure including through the use of any statutory exemptions; and (ii) to the extent that it is legally permitted to do so, gives the Disclosing Party as much notice of the intended disclosure as possible to allow the Disclosing Party the opportunity to make representations to the relevant court or authority.

## At the Disclosing Party’s request, the Recipient shall:

### destroy (to the extent it is able to do so) or return to the Disclosing Party (at the Disclosing Party’s sole option) all documents and materials containing, or based on any Confidential Information received or derived from the Disclosing Party save that the Recipient shall not be obliged to purge or delete Confidential Information of the Disclosing Party from its IT systems; and

### certify in writing to the Disclosing Party that it has complied with the requirements of Clause 13.4.1,

## provided that the Recipient, any of the Recipient’s Personnel and/or Sub-Contractors to whom any part of the Disclosing Party's Confidential Information was disclosed by the Recipient, may each retain such documents and materials containing or based on the Disclosing Party's Confidential Information to the extent that they are respectively required to do so by applicable laws, regulations, codes or guidelines. The obligations of confidentiality under this Agreement shall continue to apply to any and all documents and materials so retained for so long as they are in the possession or control of the Recipient.

## The obligations of confidentiality under this Clause 13 shall continue for so long as the Recipient has possession or control of Confidential Information of the Disclosing Party, notwithstanding expiry or termination of this Agreement.

## The obligations set out in this Clause 13 shall not prevent the Catapult from enjoying the benefit of its Intellectual Property Rights in the Deliverables.

# DATA PROTECTION

## In this Clause 14, “personal data”, “process”, “data controller” and “data subject” shall have the meanings given to them in the Data Protection Act 1998.

## The parties shall comply with their respective obligations under the Data Protection Act 1998 (or any similar or equivalent applicable legislation) (the **“Data Protection Acts”**) in relation to the Services and this Agreement.

## To the extent that the Supplier processes personal data controlled by the Catapult in the course of providing the Services, the Supplier shall:

### only process such personal data in accordance with the instructions of the Catapult and at all times in accordance with the Data Protection Acts;

### not disclose those personal data to any third party (including Sub-Contractors) except as required or permitted by this Agreement or with the prior written consent of the Catapult;

### not sell, lease, assign or otherwise commercially exploit such personal data;

### not transfer personal data outside of the UK without the prior written consent of the Catapult, such consent to be subject to the Supplier entering into the standard contractual clauses in their unamended form approved by the European Commission (pursuant to a Commission Decision under Directive 95/46/EC) with the Catapult;

### implement appropriate technical and organisational measures against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data and promptly provide a written description of such technical and organisational measures to the Catapult on request; and

### promptly notify the Catapult if it receives a request from a data subject to have access to that individual’s personal data or a complaint or request relating to the Catapult’s obligations under the Data Protection Acts, and provide the Catapult with full cooperation and assistance in relation to such complaint or request (at no additional cost to the Catapult);

### promptly notify the Catapult if the Supplier becomes aware of a potential unauthorised disclosure or access of any personal data and take all reasonable actions necessary to mitigate the impact of such disclosure or access; and

### provide reasonable evidence of the Supplier’s compliance with its obligations under this paragraph to the Catapult on reasonable notice and request.

# ANTI-CORRUPTION

## In performing the Services for the Catapult, the Supplier shall not offer to make, make, promise, authorize, or accept, and shall comply with all applicable laws and regulations prohibiting, any payment or giving anything of value, including but not limited to bribes, either directly or indirectly, to any public official, regulatory authority or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision which may secure an improper advantage, including to obtain or retain business. The Supplier shall not make any payment or provide any gift to a third party in connection with the Supplier’s performance of the Services without first identifying the intended third party recipient to the Catapult and obtaining the Catapult’s prior written approval. The Supplier shall notify the Catapult immediately upon becoming aware of any breach of the Supplier’s obligations under this Clause 15.1. The Supplier agrees to participate in any anti-corruption training reasonably required by the Catapult. The aforesaid obligations set out in this Clause 15.1 constitute the Supplier’s **“Anti-Corruption Obligations”**.

## If at any time the Catapult suspects that the Supplier (or any Personnel of the Supplier) has committed or is likely to commit any breach of the Anti-Corruption Obligations, the Catapult may, at the Catapult’s sole option, by giving written notice to the Supplier:

### suspend the Agreement (and the performance of the Services), for such period as the Catapult may specify (whether in the notice of suspension or otherwise): or

### terminate the Agreement (and the performance of the Services), such termination to be effective on such date as the Catapult may specify (whether in the notice of suspension or otherwise).

## Any suspension of the Agreement (and the performance of the Services) under Clause 15.2.1 may be extended by the Catapult for successive period(s) at the Catapult’s sole discretion by giving written notice of such extension to the Supplier. Any termination may occur during or following any period(s) of suspension.

## Termination or suspension by the Catapult under Clause 15.2 will be without prejudice to any claim that the Catapult may have against the Supplier or any other person, whether in relation to breach of the Anti-Corruption Obligation, prior breaches of this Agreement or otherwise.

## The Supplier shall indemnify the Catapult against all losses, (including loss of profit) costs, liabilities, penalties, judgements, fines, damages and expenses (including reasonable legal and other professional fees and expenses) that the Catapult may sustain or incur as a result of, or in connection with, any breach of the Anti-Corruption Obligations by the Supplier or any of the Supplier’s Personnel.

# TUPE

## The Supplier warrants and represents to the Catapult that the Supplier is and shall remain throughout the Term the employer of all individuals who may work for the Supplier in providing the Services pursuant to this Agreement and the Supplier shall be solely responsible for the remuneration, insurance and other obligations in respect of all such individuals. With effect from the date of any such person’s engagement, the Supplier shall comply with all legislation relating to such engagement, including any social security rules and regulations. If the Catapult is deemed liable for any taxes, social security charges or payments for pensions or for any other payments or claims or demands whatsoever relating to individuals working for the Supplier and providing the Services (including any penalty, fine or interest incurred or payable by the Catapult in connection with or in consequence of any such liability, payments, claims or demands), the Supplier will fully indemnify and hold the Catapult harmless (on an after tax basis) in respect of any and all such claims and demands.

## Neither the commencement nor the termination of any of the Services will give rise to a relevant transfer pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the “**TUPE Regulations**”).

## If the employment rights or contract of employment of an employee or former employee of the Supplier or a subcontractor of the Supplier is claimed, or is deemed, to have effect at any time after the commencement or termination of the Services as if originally made between: (i) the Catapult or any person that provides services in replacement of any of the Services (a “**Successor Supplier**”); and (ii) that individual, as a result of the application of the TUPE Regulations to the termination of any of the Services (that employee referred to as a “**Transferred Employee**”) then the Supplier shall indemnify and fully reimburse the Catapult and Successor Supplier for all time, from and against all employment claims incurred, suffered or paid by the Catapult or Successor the Supplier to the extent that the cause of the employment claim arises out of or in connection with the employment or termination of employment of a Transferred Employee.

# STATE AID

## The parties acknowledge that the Catapult is a Research Organisation and has an obligation to ensure, and is subject to audits to demonstrate, that all activities it undertakes are compliant with EU state aid rules, including its activities under this Agreement. The parties therefore agree that, notwithstanding any other provision of this Agreement:

### the Catapult shall be entitled to cooperate fully with any investigation by any grant funder of the Catapult or by the European Commission or any court of law with respect to this Agreement regarding the grant/alleged grant of state aid and the provision of Services hereunder and the Supplier shall, if so requested by the Catapult, promptly provide to the Catapult all reasonable and necessary assistance in connection with any such investigation(s);

### the Catapult shall keep the Supplier informed of any active and specific investigation into this Agreement and, where possible, liaise with the Supplier concerning any response to the European Commission; and

### the parties shall comply with any ruling of the European Commission or court of law in relation to the application of the EU state aid rules to this Agreement.

## The obligations set out in Clause 17.1 above shall subsist for a period of 10 years from the date of completion of the provision of Services under this Agreement, notwithstanding any earlier termination of this Agreement.

# WARRANTIES, INDEMNITIES AND INSURANCE

## Each party represents and warrants to the other that it has the authority to enter into this Agreement and it has the requisite corporate power to enter into this Agreement without obtaining the consent of any third party.

## The Supplier represents and warrants that at all times while this Agreement is in force it will hold all permits, licences and authorisations necessary to supply the Services and to enable it to comply with its other obligations under this Agreement.

## The Supplier represents and warrants to the Catapult that:

### there are no commitments, conflicts of interest or other circumstances which will prevent or otherwise inhibit it providing the Services;

### it has the proper resources (including, but not limited to, Personnel and expertise) to perform its obligations as set out in this Agreement;

### this Agreement does not conflict with and does not, and will not, constitute a breach of any other contract, agreement or undertaking to which the Supplier is a party, and that the Supplier will not enter into any contract, agreement or undertaking which conflicts with, is inconsistent with, prejudices the provisions and intentions of, or constitutes a breach of, the provisions and intentions of this Agreement;

### it is not aware of any matter which will or may cause it to be unable to comply with any of its obligations set out in this Agreement in a proper and timely manner;

### it will perform all the Services pursuant to this Agreement in a timely and professional manner, in full compliance at all times with all applicable laws and regulations, codes and guidelines; and

### it has all necessary rights to grant the assignments and grant or procure the grant of the licences set out in Clause 11.

## The Supplier shall be liable to the Catapult for any loss or damage which may be caused by the Supplier and/or the Supplier’s Personnel to any In-put Material or any other materials, documents, records, research, photography, logos, designs, software or other property which otherwise comes into the possession or control of the Supplier in connection with the provision of the Services.

## The Supplier shall indemnify and hold the Catapult and the Catapult’s Personnel harmless from and against all losses, (including loss of profit) costs, liabilities, penalties, judgements, fines, damages and expenses (including reasonable legal and other professional fees and expenses) arising out of or in connection with:

### any breach of this Agreement by the Supplier and/or the Supplier’s Personnel (including any breach of any warranty given by the Supplier pursuant to Clauses 18.1, 18.2 and 18.3);

### any breach by the Supplier, the Supplier’s Personnel and/or any Sub-Contractor of Clause 13;

### the Supplier’s termination of this Agreement (other than where the Supplier has terminated this Agreement pursuant to Clause 19.1);

### any claim brought against the Catapult by any present or former employee, professional adviser or agent of the Supplier relating to any breach of this Agreement by the Supplier;

### any third party claim that the provision by the Supplier to the Catapult of, and use by the Catapult of, the Services and/or Deliverables infringes the Intellectual Property Rights or any other rights of any third party, save to the extent that such claim relates to any In-put Materials; and/or

### any third party claim which relates to or arises from the provision of the Services and/or the Deliverables as a consequence of any breach of this Agreement, or any negligent performance or failure or delay in performance by the Supplier of its obligations under this Agreement.

## During the Term and for a period of one (1) year thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance in an amount not less than ***[ten million pounds sterling (£10,000,000)]***, employer’s liability insurance in an amount not less than ***[ten million pounds sterling (£10,000,000)]***, and public liability insurance in an amount not less than ***[ten million pounds sterling (£10,000,000)]***, and shall, on the Catapult’s request, produce both the insurance certificate giving details of cover and the receipt for the current year’s premium for each of the above insurance policies.

## The Supplier shall notify the insurers of the policies acquired by the Supplier pursuant to Clause 18.6 and shall cause the interest of the Catapult to be noted on such insurance policies.

## The provisions of this Clause 18 shall survive expiry or termination of this Agreement, however arising.

## For the purposes of this Agreement, any and all acts and/or omissions of any Personnel of the Supplier shall be considered in relation to this Agreement as an act or omission of the Supplier.

# TERM AND TERMINATION

## This Agreement shall come into force on the Commencement Date and shall continue in full force and effect, unless terminated earlier in accordance with the provisions of this Agreement, until Completion, when this Agreement shall automatically expire (the **“Term”**).

## Either party may terminate this Agreement forthwith by giving the other party written notice of immediate termination if the other party:

### commits a material breach of this Agreement and such breach is not capable of remedy;

### commits a material breach of this Agreement which is capable of remedy and fails to remedy that breach within thirty (30) days of being given written notice specifying the breach and requiring its remedy;

### becomes insolvent or suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986;

### commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the purpose of a scheme for a solvent amalgamation or reconstruction of that party;

### has a petition filed, notice is given, resolution is passed, or order made, for or in connection with the winding up of that party;

### has an application made to court, or an order made, for the appointment of an administrator, or has notice given of intention to appoint an administrator, in respect of that party or any part of its business or assets;

### gives, or the holder of a qualifying floating charge over the assets of that party gives, notice of an intention to appoint an administrative receiver;

### has a liquidator, receiver, administrator or administrative receiver appointed over the assets or in respect of any part of that party’s business or assets;

### any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 19.2.3 to 19.2.8 (inclusive);

### the other party ceases, or threatens to cease, carrying on its business.

## The Catapult shall also be entitled to terminate this Agreement at any time and for any reason by giving no less than thirty (30) days’ written notice to the Supplier.

## The Catapult shall also be entitled to terminate this Agreement by giving written notice of immediate termination to the Supplier, if:

### in any 12 (twelve) month period during the Term, the Supplier commits two (2) or more breaches of this Agreement, whether or not it remedies those breaches;

### the provisions of Clause 15.2 apply;

### the Supplier challenges the validity of any registrations of any Intellectual Property Rights of the Catapult; and/or

### in the reasonable opinion of the Catapult any event occurs which would have a materially adverse effect on the ability of the Supplier to perform the Services.

# CONSEQUENCES OF TERMINATION

## On expiry or termination of this Agreement:

### the Supplier shall immediately cease all further performance of the Services pursuant to this Agreement and shall not thereafter hold itself out as continuing to supply the Services to the Catapult;

### the Supplier shall immediately cease all use of the Intellectual Property Rights relating to the Services and the Deliverables in any way;

### the Supplier shall promptly provide to the Catapult all Deliverables developed or created prior to the date of termination (whether or not complete);

### the Supplier shall return to the Catapult, promptly and in accordance with the Catapult’s instructions, all Confidential Information of the Catapult and all In-put Material in the Supplier’s possession or control as at the date of such termination (including all copies of the same), and shall certify in writing to the Catapult that it has done so;

### the Supplier shall deliver to the Catapult all materials charged to the Catapult as a Pass-Through Cost, that are in the Supplier’s possession or control and are unused as at the date of expiry or termination; and

### the Supplier shall cooperate with and provide such assistance to any third party as the Catapult reasonably requests or requires to enable the Services to continue to be provided without interruption or adverse effect and to facilitate an orderly and efficient transfer of the Services (or part of them) to the Catapult or to such third party as the Catapult may nominate (as the case may be) and the Catapult shall reimburse to the Supplier the reasonable costs actually incurred by the Supplier in providing such assistance.

## If the Catapult terminates this Agreement in accordance with Clause 19.3, the Catapult shall reimburse to the Supplier all Pass-Through Costs and Expenses which: (i) have been incurred by the Supplier prior to the date of termination; and/or (ii) which the Supplier has committed to pay to a third party in connection with the provision of the Services under a binding agreement entered into prior to the date of notice of termination having been given (provided that the Supplier uses reasonable efforts to minimise such sums payable).

## Expiry or termination of this Agreement for any reason, shall not affect the accrued rights or remedies of either party existing as at the date of such expiry or termination.

## Notwithstanding expiry or termination of this Agreement, the provisions of Clauses 1, 8, 10, 11, 12, 13, 14, 15, 17, 18 and 20 to 31 (inclusive) shall continue in full force and effect.

# NOTICES

## Any notice required to be given under this Agreement shall be given in writing and sent by prepaid airmail post or courier, delivered personal, or sent by email to the following addresses or such other address as may be notified by the relevant party from time to time in writing:

|  |  |
| --- | --- |
| **To the Catapult:** | **To the Supplier:** |
| If sent by post to:Cell Therapy Catapult12th Floor Tower WingGuy’s HospitalGreat Maze PondLondonSE1 9RTUnited Kingdom | If sent by post to:***[insert address]*** |
| **For the attention of:*****[insert name and job description]*** | **For the attention of:*****[insert name and job description]*** |
| If sent by email, to:***[insert email]*****with a copy to:*****[insert email]*** | If sent by email, to:***[insert email]*****with a copy to:*****[insert email]*** |

## Any notice so sent shall be deemed to have been duly given:

### if sent by personal delivery or courier, on delivery at the address of the relevant party;

### if sent by prepaid airmail post, five days after the date of posting; and

### if sent by email, only on acknowledgement of receipt, such acknowledgement not being an automated message.

# FURTHER ASSURANCES

## Each party shall, as and when requested by the other party and without charge, do all such acts and execute all such documents as may be reasonably necessary to give full effect to the provisions of this Agreement.

# ENTIRE AGREEMENT

## This Agreement constitutes the entire agreement between the parties and supersedes and replaces any and all previous agreements, understandings or arrangements between the parties, whether oral or in writing, relating to its subject matter.

## The parties acknowledge that in entering into this Agreement they do not rely on any statement, representation (including, without limitation, any negligent misrepresentation but excluding any fraudulent misrepresentation), warranty, course of dealing, custom, understanding or promise except for those expressly set out in this Agreement.

## The parties irrevocably and unconditionally waive any rights and/or remedies they may have to the fullest extent permitted by law (including without limitation the right to claim damages and/or to rescind this Agreement) in respect of any misrepresentation (including, without limitation, any negligent misrepresentation but excluding any fraudulent misrepresentation).

## Except as expressly set forth in this Agreement, neither party grants to the other by implication, estoppel or otherwise, any right, title, licence or interest in any Intellectual Property Right.

# VARIATION

## No variation or amendment to this Agreement shall be effective unless it is made in writing and signed by the duly authorised representatives of both parties.

# ASSIGNMENT

## This Agreement is personal to the Supplier and the Supplier shall not assign, transfer, mortgage, charge, sub-license (subject to clause 3.6) , sub-contract or otherwise deal with this Agreement or any of its rights and obligations under this Agreement (in each case, in whole or in part).

# WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

# SEVERABILITY

## If any provision (or part of any provision) of this Agreement is held to be invalid, void or otherwise unenforceable by a court of competent jurisdiction from whose decision no appeal is available, or from whose decision no appeal is made within the applicable time limit, then the provision (or relevant part of the provision) shall be omitted and the remaining provisions of this Agreement (and parts of the relevant provision, as applicable) shall continue in full force and effect.

# RELATIONSHIP OF THE PARTIES

## 

## Nothing in this Agreement is intended to, or shall be deemed to, establish or imply any agency, partnership or joint venture between the parties. Neither party shall act or describe itself as the agent of the other party and neither party shall have, or hold itself out as having any authority to make commitments for or on behalf of the other party.

# THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing the same shall not apply in relation to this Agreement and nothing in this Agreement shall operate to confer on any third party the right to enforce any provision of this Agreement.

# GOVERNING LAW AND JURISDICTION

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

## Subject to Clause 8.2, the parties to this Agreement irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

# COUNTERPARTS

## This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original of this agreement, but all the counterparts shall together constitute the same agreement. If this Agreement is executed in counterparts, it shall not be effective unless and until each party has executed and delivered a counterpart to the other party.

## Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

**Schedule 1**

**Services, Deliverables and Timetable**

**Part A: Services**

The Supplier will provide the following services to the Catapult:

***[insert description of Services]***

**Part B: Deliverables and Timetable:**

|  |  |
| --- | --- |
| **Deliverable** | **Due Date** |
| ***[insert description of Deliverables]*** | ***[insert date for delivery of Deliverable]*** |
|  |  |
|  |  |
|  |  |

**Part C: In-Put Material**

For the purpose of enabling the Supplier to provide the Services, the Catapult shall provide to the Supplier, or procure the provision to the Supplier of:

***[if any In-Put Materials are known, insert details here].***

**Part D: Supplier’s Manager, Catapult’s Manager and other Key Personnel**

Supplier’s Manager

***[insert name]***

Catapult’s Manager

***[insert name]***

Other Key Personnel of the Supplier

***[insert name]***

**Schedule 2**

**Fees, Pass-Through Costs and Expenses**

**Part A: Fees**

Services provided on a time and materials basis:

Where services are provided on a time and materials basis:

###### the Fees shall be calculated in accordance with the Supplier’s standard daily fee rates for the Supplier’s Team which shall be as follows:

|  |  |
| --- | --- |
| **Name of Individual** | **Hourly Rate** |
| ***[insert name]*** | ***[insert rate]*** |

###### the Supplier’s standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on Working Days;

###### the Supplier shall not be entitled to charge on a pro-rata basis for part-days worked by the Supplier’s Team unless it has the Catapult’s prior written consent to do so;

###### where the Catapult agrees in advance in writing that the Supplier’s hourly rates for the Supplier’s Team may be used (either in addition or as alternative to the Supplier’s standard daily fee rates), the Supplier shall not be entitled to alter, change or otherwise amend any of its daily or hourly fee rates once the Fee has been agreed to by the parties without the Catapult’s prior written consent;

###### all Fees quoted to the Catapult shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate; and

###### the Supplier shall ensure that the members of the Supplier’s Team complete time sheets recording time spent on the Services, and, subject to the written approval of them by the Catapult’s Manager, the Supplier shall use such time sheets to calculate the Fees covered by each monthly invoice for the Fees.

Services provided on a fixed price basis with Milestones:

###### Where Services are provided for a fixed price:

###### The total Fee payable by the Catapult to the Supplier for the Services shall be [***insert sum***].

###### The Supplier shall be entitled to invoice the Catapult for the Fee in the following instalments on completion of the following activities:

|  |  |
| --- | --- |
| **Activity / Milestone** | **Fee** |
| ***[insert activity / milestone]*** | ***[insert sum payable]*** |

###### All Fees quoted to the Catapult shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate.

**Part B: Expenses**

***[insert details of expenses or state ‘None’]***

**Part C: Pass-Through Costs**

***[insert details of pass through costs or state ‘None’]***

**Part D: Payment Cap**

***[insert level of cap on Fees, Expenses and Pass-Through Costs (exclusive of VAT)]***

**Schedule 3**

**Template Change Order**

###### **Change Order No. [*insert number*]**

|  |  |  |  |
| --- | --- | --- | --- |
| Supplier: | ***[insert full name of Supplier]*** | Supplier’s Manager: | ***[insert name]*** |
| Catapult: | **Cell Therapy Catapult Limited** | Catapult’s Manager | ***[insert name]*** |
| Date of this Change Order: |  |  |  |

This Change Order is entered into between the Supplier and the Catapult in accordance with the Services Agreement entered into between Supplier and the Catapult and dated ***[insert date]*** (the “**Agreement**”), and amends the provisions of the Agreement as follows:

**Changes Required:**

*[*insert details*]*

**Changes to the Fees associated with the changes to be made under this Change Order (including change to any Milestones or invoicing provisions) :**

*[insert details of the costs or fees]*

**Changes to the Timetable required as a result of the changes to be made under this Change Order:**

*[insert details of the costs or fees]*

This **Change Order** is accepted:

|  |  |  |  |
| --- | --- | --- | --- |
| For and on behalf of:  ***[insert full name of Supplier]*** | | For and on behalf of  **Cell Therapy Catapult Limited** | |
| Signed: | ............................................ | Signed: | ............................................ |
| Full Name: | ............................................ | Full Name: | ............................................ |
| Job Title: | ............................................ | Job Title: | ............................................ |

###### **AGREED** by the parties through their duly authorised representatives on the date first written at the start of this Agreement:

|  |  |  |  |
| --- | --- | --- | --- |
| For and on behalf of  **Cell Therapy Catapult Limited:** | | For and on behalf of  ***[insert full name of Supplier]*:** | |
| Signed: | .................................................... | Signed: | .................................................... |
| Print Name: | .................................................... | Print Name: | .................................................... |
| Job Title: | .................................................... | Job Title: | .................................................... |