

Addendum to Appendix 7: HVLE Conditions of Contract

THIS AGREEMENT HEREBY proposes modification to the contract entered into between **Bruker UK Limited** and **NWUPC Limited**. A copy of the contract is attached as an exhibit.

For use at Mini Competition

Clause Number	Addendum
	<p>KEY:</p> <ul style="list-style-type: none"> • Text in bold Bruker requests should be removed. • Text in <i><u>italic and underlined</u></i> is requested replacements / additions / amendments. <p>Bruker UK Limited is happy to discuss our amendments with the Institution.</p> <p>Modifications are as follows:</p>
3.1 (f) (i)	Equipment components identified in the Contract Particulars (and any Recommended Hardware) are fully compatible and will remain so whenever any component or Recommended Hardware is enhanced or updated by the Contractor or a manufacturer unless otherwise agreed between the parties and detailed within the Contract Particulars <i><u>costs associated with such enhancement or update are borne by the Institution;</u></i> and
5.2 (b)	In the event that any Equipment component is upgraded or replaced or support is discontinued generally by the Contractor or any third party supplier, the Contractor shall, notwithstanding that such upgrading or replacement or discontinuance of support would otherwise result in the withdrawal of the Contractor's or third party's support for the Equipment, continue to support and Maintain the Equipment in accordance with the Contract Documents and provide an up-to-date copy of the Source Code to the Institution <i><u>where</u></i> as agreed between the parties in each instant within the Contract Particulars.
7.1	The Contractor shall claim and receive payment of the Contract Price (set out in the Pricing Schedule) as specified in the Implementation Plan. Unless otherwise stated in the Contract Particulars the Contract Price is a fixed price in UK sterling and is inclusive of all costs for the provision, delivery and testing of the Equipment and Services, including carriage to the Site, insurance, packaging, duty, bank charges and training. The Institution shall pay VAT where applicable on the Contract Price and any other payments due under the Contract at the rate and in the manner provided by law. The Institution may require the Contractor to provide a bank guarantee or an on demand performance bond (at the Contractor's expense) if payments in advance are agreed. Payment will be made, for goods and services supplied in accordance with the Contract, within 30 days of receipt of a correctly rendered and authorised invoice, referring to the purchaser order (by number) where issued by the Institution. Any retention shall be released as provided in the Implementation Plan <i><u>and agreed by both Parties.</u></i>
7.2	Risk in the Equipment shall pass to the Institution on Acceptance <i><u>delivery.</u></i> Title shall vest in the Institution in proportion to the percentage of the Contract Price paid to the Contractor (ownership to be held jointly as tenants in common). Title shall vest fully in the Institution when the final payment of the Contract Price is paid. Where the Contractor retains the whole or part of the System at its premises after title has begun to vest in the Institution, the Contractor shall insure the System and mark it as the property of the Institution unless agreed otherwise between the parties as detailed within the Contract Particulars
9.1	The time and date for delivery of Equipment to the Site shall be agreed in advance with the Institution. Unless otherwise agreed by both parties within the Contract Particulars the Contractor shall be responsible for the delivery of the Equipment and shall receive the equipment and provide all labour, materials and plant required for its off-loading and installation. The Contractor shall be responsible for the safe custody of the Equipment until title and risk in it has passed to the Institution.
11.7	All Intellectual Property Rights (a) in any work deriving from the Institution's Intellectual Property Rights and (b) (unless otherwise set out in the Contract Particulars) in any work paid for <i><u>in advance</u></i> within the Contract Price and done specifically for the Institution to adapt the Equipment or Software for the Institution's specific needs or to write additional material, documentation or code shall be the Institution's property (and accordingly kept

	confidential), <i>excluding any technique development</i> . To the extent that the Intellectual Property Rights are capable of prospective assignment, the Contractor hereby assigns those rights to the Institution and to the extent that they are not the Contractor undertakes to assign those rights to the Institution or its nominee as and when they are created. The Contractor shall be entitled, subject to condition 18, to utilise any generic knowledge, skills expertise, programming tools, problem solving methodologies and associated checklists, templates or forms developed in performance of the Contract which may have general applications for other clients.
13.2	In particular, but without limiting the generality of conditions 11.1 or 13.1, should the owner of any third party software purport to remove, restrict or otherwise interfere with the Institution's use of the Software, the Contractor shall ensure that functionally equivalent software is provided forthwith at no reasonable cost to the Institution so that the Institution's continued use of the Equipment in accordance with the Contract is unaffected and unimpeded.
14.3	Delete clause and sub-clauses in their entirety.
14.6 (a) (ii) & (iii)	Delete clause in its entirety.
15.1	Subject to the terms of this Clause 15, the Contractor shall indemnify the Institution, against all direct liabilities, costs, expenses, <i>direct</i> damages and <i>direct</i> loss (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Institution arising out of or in connection with :
15.1 (e)	any claim made against the Institution by a third party arising out of or in connection with the provision of Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Contractor, its employees, agents or subcontractors;
15.6	Delete clause in its entirety.
15.9	Until title and risk in the Equipment has passed to the Institution the Contractor shall insure and keep insured the Equipment and Services with a reputable insurance company against loss or damage including additional costs charges and expenses of reconstituting or recompiling the Software.
15.11 (b)	The limitation of liability shall be the insurance level required under condition 15.8 <i>100% of the Price</i>
15.11 (b)	Other direct Loss including wasted and/or unproductive staff time or other abortive costs
16.4	The parties agree that having regard to the difficulty of quantifying precisely the Institution's loss arising from delay the sums set out in the Contract Particulars represent a genuine and fair pre-estimate of the Institution's direct loss in respect of additional maintenance other expenditure or wasted and/or unproductive staff time rendered unnecessary or wasted by the period of delay in completion and for loss of use of the Equipment.
17.1 (a) (i)	the other party commits any breach of any term of the Contract and (in the case only of a breach of Contract capable of being remedied) has failed to make remedy, within 20 Working Days after <i>a reasonable remedy time with</i> receipt of a written request from the other requiring remedy of such breach (such request to contain a warning of the intention to terminate);
17.1 (b) (ii)	the Equipment fails any of the Tests <i>and failure cannot be remedied</i> as agreed between both parties and detailed within the Contract Particulars;
17.1 (b) (iv)	where the Equipment has not been subject to a reliability test in operational use and the Equipment fails to meet the Performance Standards and Criteria <i>as agreed by both parties</i> for a cumulative period of 24 hours or for eight hours in one continuous period at any time within the first calendar month of live running when the Institution is open for business;
17.2	If the Institution terminates the Contract, the Contractor shall promptly refund any pre-payments and, if so requested , the Contractor shall remove the Equipment from the Site, failing which the Institution may despatch the Equipment to the Contractor at the Contractor's risk and cost
17.3	Termination does not affect the accrued rights of either party. Conditions 11.5 to 11.10, 15, 17.3, 18 and 19 survive <i>for a period of 5 years after</i> expiry or termination of the Contract.

