



**UK Research
and Innovation**

Services Contract

**Ref: DDaT24368 -
UKRI Loan Management System**

Terms and Conditions - Clarifications

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, or where the proposed modifications do not change the risk balance of the contract, shall be raised as a formal clarification during the permitted clarification period and the Contracting Authority's proposed terms are still required to be accepted in full as part of any bid submission. The Contracting Authority reserve the rights to reject any amendments to the terms that are not acceptable to the Contracting Authority.

However, the Contracting Authority is prepared to consider the addition of an addendum to its terms on the basis of SaaS contractual requirements and 3rd party SaaS contractual requirements that potential bidders may be obligated to include as part of any cloud-based solution offered. If bidders have such 3rd party SaaS contractual obligations that would prevent them from bidding if they were not to be included, these should be detailed in a separate SaaS addendum terms proposal, and included in their bid submission, for the Contracting Authority's consideration during the evaluation stage of this tender. If you are submitting a proposal of this nature please could you submit this as an attachment to the AW4.2 Question.



**UK Research
and Innovation**

**[Supplier name]
[Supplier address]**

Attn: **[insert Supplier contact name]**

By email to: **[insert Supplier contact email address]**

Date: **[Insert date]**

Your ref: **[Insert Supplier's
reference, if any]**

Our ref: **DDaT24368**

Dear Sirs,

Award of contract for the supply of Loan Management System

Following your tender/ proposal for the supply of **Loan Management System** to UKRI, we are pleased to award this contract to you.

This letter ("**Award Letter**") and its Schedule(s) set out the terms of the Contract between:

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) **[insert Supplier's full name]**, [a company incorporated and registered in [COUNTRY] with company number [NUMBER] and registered VAT number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] **OR** [a partnership under the laws of [COUNTRY] whose address is [ADDRESS]] **OR** [a business with its trading address at [ADDRESS]] (the "**Supplier**").

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Schedule 1 to this Award Letter (the "**Conditions**"). Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Contract.

For the purposes of the Contract, UKRI and the Supplier agree as follows:

Term

- 1 Commencement Date: **Anticipated, Monday 20th January 2025**
- 2 Expiry Date: **Anticipated, Wednesday 19th January 2028**
- 3 The terms and conditions of this Contract shall apply throughout any such period.

Description of Goods and/or Services

- 4 The Specification of the Goods and/or Services to be delivered is as set out in Schedule 2.

Charges & Payment

- 5 The Charges for the Goods and/or Services shall be as set out in Schedule 3.
- 6 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: accounts@innovateuk.ukri.org
- 7 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 UKRI 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 by email to accounts@innovateuk.ukri.org

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Supplier's Liability

- 9 Pursuant to clause 20.4, the Supplier's Limit of Liability under this Contract shall be: 125% of the total Charges paid and payable to the Supplier under this Contract.

Insurances

- 10 The Supplier is not required to maintain the following insurance policies referred to in clause 19.1 of the Conditions:
 - **None**

Notices

11 The address for notices of the Parties are:

UKRI

Polaris House, North Star Avenue,
Swindon, England, SN2 1FL

Attention: Jenny Jones

Email: Commercial@ukri.org

Supplier

[insert **name**
and address of Supplier]

Attention: [insert title]

Email: [insert email address]

Liaison & Disputes

12 For general liaison your contact will continue to be Joanna Edgar,
Joanna.Edgar@iuk.ukri.org or in their absence Jenny Jones,
Jenny.Jones@iuk.ukri.org

13 Pursuant to Clause 32.3, Disputes shall be escalated to the following individuals:

(b) Stage 1 escalation:

UKRI: Joanna Edgar

Supplier: [●]

(c) Stage 2 escalation:

UKRI: UKRI Head of Commercial

Supplier:

The following Schedules shape part of this Contract:

Schedule 1 – The Conditions

Schedule 2- The Specification

Schedule 3- The charges

Schedule 4- Key personnel

Schedule 5- Change Control Notice

Schedule 6- Exit Provision

Schedule 7 – Service Level Agreements

Schedule 8 – Timeline and Deliverables

Schedule 9 – Novation Clause

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to Mobolaji Dawodu at DDaTProcurement@uksbs.co.uk. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of **United Kingdom Research and Innovation**

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

We accept the terms set out in this Award Letter and the Schedule(s).

Signed for and on behalf of **[insert full name of Supplier]**

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

Schedule 1 - The Conditions

1 INTERPRETATION

1.1 **Definitions.** In the Contract (as defined below), the following definitions apply:

Award Letter: means the letter from UKRI to the Supplier printed above these terms and conditions;

Background IPR: Excluding the Foreground IPR, Background IPR means: the Intellectual Property Rights created by the Supplier (or it's sub- contractors) prior to the Commencement Date; Intellectual Property Rights in the Software; Intellectual Property Rights created by the Supplier independently of this contract (including, for example, software updates created to be applied on a system wide basis by the Supplier); amendments made to the source code of the Software; general system development by the Supplier; the Intellectual Property Rights in any manual, template, information or training aid created by the Supplier.

Change in Law: any change in Law which impacts on the performance of the Goods and/or Services which comes into force after the Commencement Date;

Charges: the charges payable by UKRI for the supply of the Goods and/or Services as specified in Schedule 3;

Commencement Date: means the date for the start of the Contract as set out in the Award Letter;

Confidential Information: means:

- (a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;
- (b) any information or analysis derived from the Confidential Information;
- (c) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;
- (d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;
- (e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and
- (f) any copy of any of the information described in (a), (b), (c), (d), or (e) above, which shall be deemed to become Confidential Information when it is made. For the

purposes of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), (c), (d), or (e) above (howsoever made);

but not including any information which:

- (i) was in the possession of the Receiving Party without a breach of an obligation of confidentiality prior to its disclosure by the Disclosing Party;
- (ii) the Receiving Party obtained on a non-confidential basis from a third party who is not, to the Receiving Party's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party;
- (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality;
- (iv) was independently developed without access to the Confidential Information; or
- (v) relates to the Supplier's performance under this Contract or failure to pay any sub-contractor as required pursuant to clause 10.9;

Contract: means the contract between UKRI and the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Schedules;

Cyber Essentials Questionnaire: UKRI's questionnaire for suppliers regarding their cyber security arrangements, a copy of which is available from UKRI on request;

Data Protection Legislation: means, for the periods in which they are in force, all laws giving effect or purporting to give effect to the GDPR, the Data Protection Act 2018, or otherwise relating to Data Protection, including the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the GDPR and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;

Declaration of Ineffectiveness: a declaration made by a Court under regulation 98 which has any of the consequences described in regulation 101 of the Public Contracts

Regulations 2015 (as amended) or which is made under an equivalent provision implementing Directive 2014/23/EU in England, Wales & Northern Ireland and which has consequences which are similar to any of the consequences described in regulation 101 of the Public Contracts Regulations 2015 (as amended);

Deliver: means deliver the Goods and/or Services to UKRI at the address and on the date specified in the Purchase Order. Delivered and Delivery shall be construed accordingly

Deliverables: all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of, or in relation to, the Services in any form, including computer programs, data, reports and specifications (including drafts);

Delivery Date: means that date by which the Goods and / or Services must be Delivered to UKRI, as specified in the Contract ;

Disclosing Party: means a Party that makes a disclosure of Confidential Information to another Party;

Dispute: means any dispute, conflict or disagreement arising out of or in connection with this Contract;

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

EIR: the Environmental Information Regulations 2004 (or if applicable the Environmental Information Regulations (Scotland) 2004) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

Expiry Date: means the date for expiry of the Contract as set out in the Award Letter;

FOIA: the Freedom of Information Act 2000 (or if applicable the Freedom of Information (Scotland) Act 2002) and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

Foreground IPR: means the Intellectual Property Rights created by the Supplier (or it's sub-contractors) in connection with this Contract after the Commencement Date excluding any Intellectual Property Rights created by Software (or associated software updates) applicable to other customers of the Supplier

A Force Majeure Event: means anything affecting either Party's performance of their obligations arising from any:

- acts, events or omissions beyond the reasonable control of the affected Party
- riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare
- acts of government, local government or Regulatory Bodies
- fire, flood or disaster and any failure or shortage of power or fuel
- industrial dispute affecting a third party for which a substitute third party is not reasonably available

The following do not constitute a Force Majeure event:

- any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain
- any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure
- the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Contract was entered into
- any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans;

GDPR: means:

- (a) the General Data Protection Regulations (Regulation (EU) 2016/679) which came into force on 25 May 2018; or
- (b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);

General Change in Law: a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to the supply of goods and/or services to another customer of the Supplier that are the same or similar to any of the Goods and/or Services;

Good Industry Practice: means all relevant practices and professional standards that would be expected of a well-managed, expert service provider performing services substantially similar to the Services or supplies substantially similar to the Goods to customers of a substantially similar size and nature to UKRI;

Goods: means the goods to be supplied by the Supplier to UKRI, under the Contract as set out in the Specification;

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

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights (including moral rights), trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Key Personnel: means any persons specified as such in Schedule 3 or otherwise notified as such by UKRI to the Supplier in writing;

Law: means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972 and section 4 of the European Union (Withdrawal Act 2018, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, with which UKRI and the Supplier (as the context requires) is bound to comply;

Limit of Liability: means the Supplier's limit of liability identified in the Award Letter;

Notifiable Breach: has the meaning set out at clause 8.3;

Party: the Supplier or UKRI (as appropriate) and "Parties" shall mean both of them;

Personal Data: has the meaning given to this term by the Data Protection Legislation;

Personal Data Breach: shall have the same meaning as in the Data Protection Legislation;

PO Number: means UKRI's unique number relating to the supply of the Goods and/or Services;

Public Body: any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies;

Public Procurement Termination Event: UKRI exercises its right to terminate the Contract in one or more of the circumstances described in either regulation 73(1) of the Public Contracts Regulations 2015 (as amended from time to time), or equivalent provisions

implementing Directive 2014/23/EU in England, Wales & Northern Ireland (as amended from time to time);

Receiving Party: means a Party to which a disclosure of Confidential Information is made by another Party;

Remediation Plan: means a report identifying:

- (a) the nature of the Notifiable Breach described at clause 8.3, its cause and its anticipated duration and impact on the Contract; and
- (b) the procedures and resources the Supplier proposes to apply to overcome and rectify the Notifiable Breach and to ensure the impact of the Notifiable Breach is minimised and future performance of the Contract is not adversely affected;

Request for Information: a request for Information or an apparent request under FOIA or EIR;

Services: the services, including without limitation any Deliverables, to be provided by the Supplier to UKRI under the Contract as set out in the Specification;

SME: as defined by EU recommendation 2003/361/EC;

Specification: the description of the Goods and / or Services to be provided under this Contract as set out in Schedule 2;

Specific Change in Law: a Change in Law that relates specifically to the business of UKRI and which would not affect the supply of goods and/or services to another customer of the Supplier that are the same or similar to any of the Goods and/or Services;

Supplier's Associate: any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides Goods and or Services for or on behalf of the Supplier;

Supplier Dispute: means any disputes, claims, litigation, mediation or arbitration whether threatened or pending in relation to any incident involving the Supplier's, or another party's, provision of the Goods and/or Services;

Staff: means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;

Staff Vetting Procedures: means vetting procedures that accord with good industry practice or, where requested by UKRI, UKRI's procedures for the vetting of personnel as provided to the Supplier from time to time;

Term: means the period from the Commencement Date to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;

Working Day: a day (other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 and 31 December) when banks in London are open for business.

1.2 In this Contract, unless the context requires otherwise, the following rules apply:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to any Law is a reference to Law as amended or re-enacted. A reference to a Law includes any subordinate legislation made under that Law, as amended or re-enacted.
- (d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) The headings in the Contract are for ease of reference only and do not affect the interpretation or construction of the Contract.
- (f) A reference to writing or written includes e-mails.
- (g) A reference to numbered clauses are references to the relevant clause in this Contract.

- (h) Any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done.

2 BASIS OF CONTRACT

2.1 The Contract comprises of the Award Letter and its Schedules, to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, invoice, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.

2.2 If there is any conflict or inconsistency between the Award Letter and its Schedules, the provisions of the Award Letter will prevail followed by the Conditions in this Schedule 1 to the extent necessary to resolve that conflict or inconsistency.

3 TERM

3.1 This Contract shall take effect on the Commencement Date and shall expire on the Expiry Date, unless it is otherwise extended or terminated in accordance with the terms and conditions of this Contract.

4 SUPPLY OF SERVICES

4.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall for the Term provide the Services to UKRI in accordance with the terms of this Contract.

4.2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Specification or notified to the Supplier by UKRI.

4.3 In providing the Services, the Supplier shall:

- (a) co-operate with UKRI in all matters relating to the Services, and comply with all instructions of UKRI using reasonable endeavours to promote UKRI's interests;
- (b) perform the Services with reasonable skill, care and diligence in accordance with Good Industry Practice in the Supplier's industry, profession or trade;
- (c) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;

- (d) ensure that the Services and Deliverables will conform with the Specifications and that the Deliverables shall be fit for any purpose expressly or made known to the Supplier by UKRI;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to UKRI are of a quality in line with Good Industry Practice and are free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (h) not do or allow anything to be done that would, or would be likely to, bring UKRI into disrepute or adversely affect its reputation in any way;
- (i) observe all health and safety rules and regulations and any other security requirements that apply at any of UKRI's premises; and
- (j) not do or omit to do anything which may cause UKRI to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that UKRI may rely or act on the Services.

4.4 UKRI's rights under this Contract are without prejudice to and in addition to the statutory terms implied in favour of UKRI under the Supply of Goods and Services Act 1982 and any other applicable legislation as amended.

5 SUPPLY OF GOODS- NOT USED

6 DELIVERY- NOT USED

7 TITLE, RISK AND USE- NOT USED

8 REMEDIES

8.1 UKRI's rights and remedies under the Contract are in addition to its rights and remedies implied by statute and common law.

8.2 Not used

8.3 Without prejudice to any of its other rights or remedies in this Contract or implied by statute or common law, in the event that:

(a) the Supplier commits a breach of clause 4.3 which is capable of remedy,

(each a “**Notifiable Breach**”), the Supplier must as soon as practicable but in any event within 5 Working Days (or as otherwise agreed by UKRI) of being notified by UKRI of the Notifiable Breach, submit a draft Remediation Plan to UKRI for approval. UKRI may, acting reasonably, consider the draft Remediation Plan as inadequate to rectify the Notifiable Breach and reject the draft, in which case the Supplier shall submit a revised Remediation Plan to UKRI for review within 3 Working Days (or as otherwise agreed by UKRI) of UKRI's notice rejecting the draft. Once the Remediation Plan is approved, the Supplier shall immediately start work on the actions set out in the approved Remediation Plan.

8.4 Where the Supplier fails to provide a Remediation Plan in accordance with the timescales specified in clause 8.3 or fails to comply with any approved Rectification Plan, UKRI shall be entitled to:

(a) terminate the Contract with immediate effect by giving written notice to the Supplier;

(b) recover from the Supplier any costs incurred by UKRI in performing the Services itself or obtaining substitute services from a third party;

(c) a refund of the Charges paid in advance for Services that have not been provided by the Supplier; and

(d) claim damages for any additional costs, loss or expenses incurred by UKRI which are in any way attributable to the Notifiable Breach and the Supplier's failure as described in this clause 8.4.

8.5 This Contract shall apply to any substituted or remedial Services provided by the Supplier.

9 UKRI OBLIGATIONS

9.1 UKRI shall:

(a) provide the Supplier with reasonable access at reasonable times to UKRI's premises for the purpose of providing the Goods and/or Services; and

(b) provide such information to the Supplier as the Supplier may reasonably request and UKRI considers reasonably necessary for the purpose of providing the Goods and/or Services.

10 CHARGES AND PAYMENT

- 10.1 The Charges for the Goods and/or Services are set out in Schedule 3, and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or Services. Unless otherwise agreed in writing by UKRI, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the provision of the Goods and/or performance of the Services.
- 10.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate where applicable. UKRI shall, where applicable and following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods and/or Services.
- 10.3 The Supplier shall invoice UKRI at the times specified in Schedule 3 and in accordance with this clause 10.
- 10.4 Each invoice shall include such supporting information required by UKRI to verify the accuracy of the invoice, including the relevant PO Number and a breakdown of the Services supplied in the invoice period as well as appropriate details in order to allow for payment via BACS transfer (sort code and bank account details).
- 10.5 In consideration of the supply of the Goods and/or Services by the Supplier, UKRI shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice after verifying that the invoice is valid and undisputed. Any verification of an invoice should occur within 30-day period. Payment shall be made to the bank account nominated in writing by the Supplier unless UKRI agrees in writing to another payment method.
- 10.6 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 10.5 after a reasonable time has passed (which shall be no less than 14 calendar days).
- 10.7 If there is a dispute between the Parties as to the amount invoiced, UKRI may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate this Contract for a failure to pay undisputed invoice in accordance with clause 21.5. Any disputed invoices shall be resolved through the dispute resolution procedure detailed in Clause 32.
- 10.8 If a payment of an undisputed invoice is not made by UKRI by the due date, then UKRI shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial

Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10.9 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:

- (a) provisions having the same effects as clauses 10.3 to 10.8 of this Contract; and
- (b) a provision requiring the counterparty to that sub-contract to include in any sub- contract which it awards provisions having the same effect as 10.3 to 10.9 of this Contract.
- (c) In this clause 10.9, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from UKRI in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

10.10 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part. If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Contract or under any other agreement or contract with UKRI.

11 TAXATION OBLIGATIONS OF THE SUPPLIER

11.1 The Supplier shall be fully responsible for all its own tax including any national insurance contributions arising from supplying the Goods and/or Services.

11.2 The Supplier shall indemnify, and shall keep indemnified, UKRI in full against all costs, claims, expenses, damages and losses, including any interest, penalties, fines, legal and other professional fees and expenses awarded against or incurred or paid by UKRI as a result of the Supplier's failure to account for or pay any taxes including any national insurance contributions.

12 UKRI PROPERTY

12.1 The Supplier acknowledges that all information (including UKRI's Confidential Information), equipment and tools, drawings, specifications, data, software and any other materials supplied by UKRI (or its agents on behalf of UKRI) to the Supplier ("UKRI's Materials") and

all rights in UKRI's Materials are and shall remain at all times the exclusive property of UKRI. The Supplier shall keep UKRI's Materials in safe custody at its own risk, maintain them in good condition until returned to UKRI, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with written instructions or authorisation from UKRI.

12.2 UKRI's Materials shall be returned promptly to UKRI on expiry or termination of the Contract.

12.3 The Supplier shall reimburse UKRI for any loss or damage to UKRI's Materials (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. UKRI's Materials supplied by UKRI (or its agents on behalf of UKRI) shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless UKRI is notified otherwise in writing within 5 Working Days.

13 PREMISES - NOT USED

14 STAFF AND KEY PERSONNEL –

14.1 If UKRI believes that any of the Staff are unsuitable to undertake work in respect of the Contract, it may, by giving written notice to the Supplier:

- (a) refuse admission to the relevant person(s) to UKRI's premises;
- (b) direct the Supplier to end the involvement in the provision of the Goods and/or Services of the relevant person(s); and/or
- (c) require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by UKRI to the person removed is surrendered,

and the Supplier shall comply with any such notice.

14.2 The Supplier shall:

- (a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- (b) ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of UKRI, or is of a type otherwise advised by UKRI (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, the Staff Vetting Procedures or otherwise) is employed or engaged in the provision of any part of the supply of the Goods and/or Services;

- (c) if requested, provide UKRI with a list of names and addresses (and any other relevant information) of all persons who may require admission to UKRI's premises in connection with the Contract; and
- (d) procure that all Staff comply with any rules, regulations and requirements reasonably specified by UKRI.

14.3 Any Key Personnel shall not be released from supplying the Goods and/or Services without the agreement of UKRI, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances

14.4 Any replacement to the Key Personnel shall be subject to the prior written agreement of UKRI (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Goods and/or Services

15 TUPE - Not USED

16 ASSIGNMENT AND SUB-CONTRACTING

- 16.1 The Supplier shall not without the written consent of UKRI assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Contract or any part of the Contract. UKRI may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 16.2 Where UKRI has consented to the placing of sub-contracts, the Supplier shall, at the request of UKRI, send copies of each sub-contract, to UKRI as soon as is reasonably practicable.
- 16.3 UKRI may (without any cost to or liability of UKRI) require the Supplier to replace any subcontractor where in the reasonable opinion of UKRI any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 (as amended) apply to the subcontractors.

16.4 UKRI may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

17 INTELLECTUAL PROPERTY RIGHTS

17.1 UKRI acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the documentation. Except as expressly stated herein, this agreement does not grant UKRI any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the documentation.

17.2 Unless otherwise specified in this Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.

17.3 All intellectual Property Rights in any specifications, software, instructions, plans, data, drawings, databases, patents, patterns, models, designs, or other material:

- (a) which are Foreground IPR shall (as applicable) remain or be and become the UKRI's Intellectual Property Rights;
- (b) which are Background IPR shall remain the property of the Supplier.

17.4 Without prejudice to clause 17.1, the Supplier hereby grants UKRI a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

- (a) any Intellectual Property Rights vested in or licensed to the Supplier on the date of this Contract to the extent not falling within clause 17.1; and
- (b) any Intellectual Property Rights created during the Term to the extent not falling within clause 17.1,

including any modifications to or derivative versions of any such Intellectual Property Rights, which UKRI reasonably requires in order to exercise its rights and take the benefit of the Contract including the Goods and/or Services provided.

18 INDEMNITY

18.1 Each Party shall indemnify, and shall keep indemnified, the other in full against all costs, claims, expenses, damages and losses (to include loss of profits, loss of business, depletion of good will and similar losses), including any interest, penalties, fines, legal and other professional fees and expenses awarded against or incurred or paid by a party as a result of or in connection with:

- (a) the other parties breach or negligent performance or non-performance of this Contract;
- (b) any claim brought against a party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, receipt, use or supply of the Goods and/or Services, to the extent that the claim is attributable to the acts or omissions of the other party or any Staff;
- (c) any claim made against a party by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods and/or Services, to the extent that the defect in the Goods and/or Services is attributable to the acts or omissions of the other party and the Staff; and
- (d) any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the other party of clause 15 of the Contract.

18.2 This clause 18 shall survive termination or expiry of the Contract.

19 INSURANCE

19.1 Unless otherwise specified in the Award Letter, during the Term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable insurance companies to insure the Supplier against all manner of risks that might arise out of the acts or omissions of the Supplier or otherwise in connection with the Supplier's performance of its obligations under this Contract.

- (a) Professional indemnity insurance for not less than £2 million for each individual claim or any higher limit the Customer requires (and as required by Law);
- (c) public liability insurance for not less than £5 million per claim;
- (d) employer liability insurance for not less than £5 million per claim; and

The Supplier shall ensure that UKRI's interest is noted on each insurance policy, or that a generic interest clause has been included.

19.2 On request from UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.

19.3 From the Commencement Date, the Supplier shall notify UKRI in writing of any employer's liability or public liability incident arising out of or in connection with this Contract which:

- (a) has the potential to exceed £25,000 (twenty-five thousand pounds sterling) (excluding costs); and/or
- (b) irrespective of the claim's value, which may reasonably be considered to have the potential to adversely affect the reputation of UKRI,

within five (5) days of such an incident occurring.

19.4 The Supplier shall keep UKRI informed and up-to-date on the progress of any incident referred to in clause 19.3 and related claims, decisions taken in respect of liability and any movement of reserves with respect thereto.

19.5 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.

19.6 The Supplier shall:

- (a) do nothing to invalidate any insurance policy or to prejudice UKRI's entitlement under it; and
- (b) notify UKRI if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

19.7 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause 19.1.

19.8 If the Supplier fails or is unable to maintain insurance in accordance with clause 19.1, UKRI may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

20 LIABILITY

20.1 UKRI shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by UKRI if and to the extent that it is caused by the negligence or wilful misconduct of UKRI or by breach by UKRI of its obligations under the Contract.

20.2 Subject to clause 20.6, neither Party shall have any liability for:

- (a) any indirect or consequential loss or damage;
- (b) any loss of business, rent, profit or anticipated savings;
- (c) any damage to goodwill or reputation;
- (d) loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto UKRI's premises by or on behalf of the Supplier; or
- (e) any loss, damage, costs or expenses suffered or incurred by any third party.

20.3 Subject to clause 20.6, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed 125% of the Charges paid or payable to the Supplier.

20.4 Subject always to clause 20.5 and 20.6, the Supplier's aggregate liability in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability.

20.5 The Supplier's liability under the indemnity in clause 18.1(b), 29.1 and 27.8 shall be unlimited.

20.6 Nothing in the Contract restricts either Party's liability for:

- (a) death or personal injury resulting from its negligence or that of its Staff; or

- (b) its fraud (including fraudulent misrepresentation) by it or that of its Staff; or
- (c) breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
- (d) any other matter which, by law, may not be excluded or limited.

21 TERMINATION

21.1 UKRI may terminate the Contract in whole or in part at any time before the Goods and/or Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue the provision of the Goods and/or Services (in whole or in part as applicable). UKRI shall pay to the Supplier:

- (a) such Charges or that part of the Charges for Goods which have been Delivered to UKRI or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund; and/or
- (b) such Charges or that part of the Charges for Services provided and a fair and reasonable portion of the Charges for work-in-progress in performing the Services at the time of termination,

but UKRI shall not be liable for any loss of anticipated profits or any consequential loss and the Supplier shall have a duty to mitigate its costs and shall on request provide proof of work-in-progress claimed.

21.2 Either party may terminate the Contract at any time by notice in writing to the other to take effect on any date falling at least 3 months (or, if the Contract is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

21.3 Either Party may terminate the Contract with immediate effect by giving written notice to the other if:

- (a) the circumstances set out in clauses 8.2, 8.4 or 29.1 apply; or
- (b) either Party is in material breach of any obligation under the Contract which is not capable of remedy; or

- (c) either Party breaches any term of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or
- (d) either Party repeatedly breaches any of the terms and conditions of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of this Contract; or
- (e) either Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
- (f) either Party 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; or
- (g) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of either party; or
- (h) (being an individual) either party is the subject of a bankruptcy petition or order; or
- (i) a creditor or encumbrancer of either party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (j) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over either party; or
- (k) a person becomes entitled to appoint a receiver over either parties assets or a receiver is appointed over either parties assets; or

- (l) any event occurs, or proceeding is taken, with respect to either party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 21.3(e) to clause 21.3(k) inclusive; or
 - (m) there is a change of control of either party (within the meaning of section 1124 of the Corporation Tax Act 2010); or
 - (n) either Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
 - (o) either Parties financial position deteriorates to such an extent that in the other Parties opinion the Party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (p) (being an individual) either Party dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 21.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 21.3(m) or any potential such change of control.
- 21.5 The Supplier may terminate the Contract by written notice to UKRI if UKRI has not paid any undisputed invoice within 90 days of it falling due.
- 21.6 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 4, 5, 6, 7, 11, 12, 15, 17, 18, 19, 20, 24, 25, 26, 27, 28, 29, 34, 36, 37 or any other provision of the Contract that either expressly or by implication has effect after termination.
- 21.7 Upon termination or expiry of the Contract, the Supplier shall immediately:
- (a) cease all work on the Contract, all licences granted under the contract shall cease;
 - (b) Not used ;
 - (c) cease use of and return (or, at UKRI's election, destroy) all of UKRI's Materials in the Supplier's possession or control; and

(d) give all reasonable assistance to UKRI and any incoming supplier of the Goods and/or Services (as applicable); and

(e) return or destroy UKRI's Confidential Information in accordance with clause 24.3.

22 DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT

22.1 In the event that a Court makes a Declaration of Ineffectiveness, UKRI will promptly notify the Supplier in writing. The Parties agree that the provisions of clause 21.7 and this clause 22 will continue to apply as from the time when the Declaration of Ineffectiveness is made.

22.2 The Declaration of Ineffectiveness will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness.

22.3 Consistent with UKRI's rights of termination implied into the Contract by Public Contracts Regulations 2015 (as amended), in the event of a Public Procurement Termination Event, UKRI shall promptly notify the Supplier and the provisions of clause 21.7 and this clause 22 shall apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event.

22.4 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event in respect of the period prior to the Public Procurement Termination Event.

22.5 During any Court proceedings seeking a Declaration of Ineffectiveness or following notification of a Public Procurement Termination Event, UKRI may require the Supplier to prepare a contingency plan with the effect of achieving:

(a) An orderly and efficient cessation of the Contract or a transition of the provisions of the Goods and/or Services to UKRI or such other entity as UKRI may specify; and

(b) Minimal disruption or inconvenience to UKRI or to UKRI's supported organisations or clients,

and the Parties agree that this shall have effect in the event a Declaration of Ineffectiveness is made or a Public Procurement Termination Event occurs.

22.6 Where there is any conflict between the provisions of clause 21.7 and this clause 22 and the contingency plan then the clauses of this Contract shall take precedence.

22.7 The Parties will comply with their respective obligations under any contingency plan (as agreed by the Parties, or where agreement cannot be reached, as reasonably determined by UKRI) in the event that a Declaration of Ineffectiveness is made or a Public Procurement Termination Event occurs.

23 GOVERNANCE AND RECORDS

23.1 The Supplier shall:

- (a) attend progress meetings with UKRI at the frequency and times specified by UKRI and shall ensure that its representatives are suitably qualified to attend such meetings; and
- (b) submit progress reports to UKRI at the times and in the format agreed by the parties.

23.2 The Supplier shall keep and maintain until 6 years after the expiry or termination of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Goods and/or Services supplied under it and all payments made by UKRI. The Supplier shall on request afford UKRI and its representatives such access to those records as may be reasonably requested by UKRI in connection with the Contract.

23.3 UKRI may from time to time require the Supplier to complete the Cyber Essentials Questionnaire. The Supplier shall submit a completed Cyber Essentials Questionnaire to UKRI within 10 Working Days of a request from UKRI. UKRI shall not be liable for the Supplier's or the Staff's costs in complying with this clause 23.3.

If the Supplier already holds ISO27001 accreditation, no further Cyber Essentials certification will be necessary provided that the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the accreditation bodies. The ISO27001 accreditation must be held for the full duration of the Contract.

23.4 The Supplier shall keep and maintain records of sub-contractors it uses to supply the Goods and/or Services, including whether the sub-contractor is an SME and the payments it has made to the sub-contractor as a result of the sub-contractor's work under this Contract. The Supplier shall provide such records to UKRI within 10 Working Days of a request from UKRI.

23.5 Where the estimated annual Charges are above £5 million, the Supplier shall:

- (a) advertise on the UK Government's Contracts Finder website all sub-contractor opportunities above £25,000 arising from and in connection with this Contract.

Each advert shall provide a full and detailed description of the sub-contract opportunity with each of the mandatory fields on Contracts Finder being completed.

- (b) within 90 days of awarding a sub-contract, update the notice on Contracts Finder with details of the successful sub-contractor;
- (c) monitor the number, type and value of the sub-contract opportunities placed on Contracts Finder in its supply chain during the Term;
- (d) provide reports on the information at clause 23.5(c) to UKRI in the format and frequency reasonably requested by UKRI; and
- (e) promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

23.6 Clause 23.5 shall only apply to sub-contractor opportunities arising after the Commencement Date and UKRI may by giving its prior written approval decide to waive the obligations under Clause 23.5 in respect of any sub-contractor opportunity.

24 CONFIDENTIAL INFORMATION

24.1 Subject to clause 24.2, each Party shall:

- (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the Disclosing Party; and
- (b) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.

24.2 Notwithstanding clause 24.1, a Receiving Party may disclose Confidential Information:

- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
- (b) to its auditors or for the purposes of regulatory requirements;
- (c) on a confidential basis, to its professional advisers;
- (d) to the Serious Fraud Office where the Receiving Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- (e) where the Receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that

the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause (e) shall observe the Supplier's confidentiality obligations under the Contract; and

- (f) where the Receiving Party is UKRI:
 - (i) on a confidential basis to the employees, agents, consultants and contractors of UKRI;
 - (ii) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which UKRI transfers or proposes to transfer all or any part of its business;
 - (iii) to the extent that UKRI (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (iv) in accordance with clause 28;
 - (v) and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on UKRI under this clause 24.

24.3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Receiving Party from the Disclosing Party or its representatives shall be returned promptly to the Disclosing Party (or, at the election of the Disclosing Party, destroyed promptly) on expiry or termination of the Contract, and no copies shall be kept.

25 TRANSPARENCY

25.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or EIR, the content of the Contract is not Confidential Information and the Supplier hereby gives its consent for UKRI to publish this Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA or EIR (as applicable) redacted) including any changes to the Contract agreed from time to time. UKRI may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA or EIR.

26 PUBLICITY

- 26.1 The Supplier shall not make any press announcements or publicise this Contract in any way without prior written consent from UKRI.
- 26.2 UKRI shall be entitled to publicise this Contract in accordance with any legal obligation upon UKRI, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.
- 26.3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of UKRI.

27 DATA PROTECTION – Please refer to the Annex A as enclosed below

- 27.1 In this clause 27, the terms, “processes”, “data controller” and “data processor” shall have the same meanings given to them under Data Protection Legislation.
- 27.2 The Parties acknowledge that for the purposes of Data Protection Legislation, UKRI is the data controller and the Supplier is the data processor of any UKRI Personal Data and both parties will comply with their respective obligations under the Data Protection.
- 27.3 UKRI is solely responsible for establishing the lawful basis for the processing of data by the Supplier under this Contract and shall notify the Supplier on request of the applicable lawful basis for any processing the Supplier is required to perform.’ This is in accordance with Data Controller obligations and should therefore be uncontentious
- 27.4 The Supplier shall itself, and shall procure that the Staff, comply with all Data Protection Legislation in relation to any Personal Data processed.
- 27.5 Without limiting clauses 27.2 and 27.3, the Supplier shall at all times (and shall ensure that at all times its Staff):
- (a) process Personal Data only in accordance with the documented instructions received from UKRI and during the Term of this Contract the Supplier shall immediately inform UKRI if, in the Supplier’s opinion, an instruction from UKRI infringes the Data Protection Legislation or any other applicable Law;
 - (b) ensure that any person to whom it provides the Personal Data is subject to appropriate confidentiality obligations;

- (c) have in place a suitably qualified data protection representative to manage the Personal Data;
- (d) disclose any Personal Data only on a need to know basis to Staff directly concerned with the provision of the Goods and/or Services;
- (e) not transfer or direct the transfer of any Personal Data to any third party or process or direct the processing of Personal Data outside of the European Economic Area in each case without UKRI's prior written consent (which consent may be subject to conditions as directed by UKRI);
- (f) keep all Personal Data confidential, and have in place now and shall on a continuing basis take all reasonable appropriate technical and organisational measures to keep all Personal Data confidential and secure and to protect against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access;
- (g) keep records of their data processing activities performed under this Contract in order to be able to provide information included in those records to the data protection authorities, upon request, including but not limited to the Information Commissioner. Records should include:
 - (i) details of the data controller and data processor and their representatives;
 - (ii) the categories of processing activities that are performed;
 - (iii) information regarding cross-border data transfers; and
 - (iv) a general description of the security measures that are implemented;
- (h) upon request by UKRI, promptly do such other acts in relation to the Personal Data, or any part thereof, as UKRI shall request to enable UKRI to comply with its obligations under the Data Protection Legislation;
- (i) notify UKRI promptly (and at least within 24 hours) if it receives a request from a Data Subject or a complaint relating to a Data Subject and promptly provide UKRI with all such data, information, cooperation and assistance as is required by UKRI in order to respond to and resolve the request or complaint within any applicable time frames;

- (j) provide such information and allow for and contribute to audits, including inspections, conducted by UKRI or an auditor mandated by UKRI, as is reasonably necessary to enable UKRI to satisfy itself of the Supplier's compliance with this clause 27 and the Data Protection Legislation;
- (k) on termination or expiry of this Contract, and at any other time on UKRI's request, either return or destroy (as elected by UKRI) the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation; and
- (l) notify UKRI without undue delay on becoming aware of any Personal Data Breach and promptly following notification, provide such data, information and assistance as is required by UKRI in order for UKRI to notify the Personal Data Breach to the Information Commissioner and/or Data Subject(s) and otherwise fulfil its obligations under Data Protection Legislation.

27.6 The Supplier shall only use a sub-processor with UKRI's formal written consent (specific or general, although where general consent is obtained processors must notify all and any changes to UKRI, giving them an opportunity to object).

27.7 To the extent that UKRI provides its consent pursuant to clause 27.5, the Supplier shall flow down the contractual obligations contained in clause 27.4 to sub-processors.

27.8 Notwithstanding any other remedies available to UKRI, fully indemnify UKRI as a result of any such breach of the GDPR, by the Supplier or any other party used by the Supplier in its performance of the Contract that results in UKRI suffering fines, loss or damages.

- **Annex A - Schedule of Processing, Personal Data and Data Subjects**

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be the subject of a formal amendment to this Contract.

1. The contact details of the Contracting Authority Data Protection Officer are:
2. The contact details of the Suppliers Data Protection Officer are: **[Insert Contact details]**
3. The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

Any such further instructions shall be incorporated into this Schedule

Description	Details
Subject matter of the processing	The processing of some personal information is needed in order to ensure that the Supplier can effectively deliver the contract and for the system to manage loans to the specification of the contract.
Duration of the processing	<u>From start date of the contract – expected January'2025 to the end date of the contract, January 2028 (3 years).</u>
Nature and purposes of the processing	Collecting, storing and using information in order to process payments, send communications and onboard customers
Type of Personal Data	Data stored on the system - Name, address, telephone number, email address
Categories of Data Subject	Company Directors/ points of contact
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The data is to be securely returned to IUKL/UKRI at the end of the contract (please insert contract end date)

28 FREEDOM OF INFORMATION

28.1 The Supplier acknowledges that UKRI is subject to the requirements of FOIA and EIR and shall:

- (a) provide all necessary assistance and co-operation as reasonably requested by UKRI to enable UKRI to comply with its obligations under FOIA and EIR in relation to any Requests for Information relating to this Contract;
- (b) transfer to UKRI all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide UKRI with a copy of all Information belonging to UKRI requested in the Request for Information which is in its possession or control in the form that UKRI

requires within 5 Working Days (or such other period as UKRI may reasonably specify) of UKRI 's request for such Information; and

- (d) not respond directly to a Request for Information unless authorised in writing to do so by UKRI.

28.2 UKRI shall be responsible for determining (in its absolute discretion) whether any Information:

- (a) is exempt from disclosure in accordance with the provisions of FOIA or EIR;
- (b) is to be disclosed in response to a Request for Information,

28.3 The Supplier acknowledges that UKRI may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:

- (a) without consulting with the Supplier, or
- (b) following consultation with the Supplier and having taken its views into account.

28.4 Where clause 28.3(a) applies UKRI shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.

28.5 Where the Supplier is subject to the requirements of the FOIA and EIR, UKRI shall assist and co-operate with the Supplier to enable the Supplier to comply with its obligations under the FOIA and EIR in relation to any Requests for Information received by the Supplier relating to this Contract.

29 CORRUPTION

29.1 Without prejudice to any other rights or remedies available to UKRI, UKRI shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or the Supplier's Associate:

- (a) offers or agrees to give any person working for or engaged by UKRI, UKRI's staff and agents, or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement with UKRI or any Public Body;

- (b) has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by UKRI, or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to UKRI before the Contract is entered into;
- (c) breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or
- (d) gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

29.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Supplier and the Supplier's Associates in connection with the Contract and shall notify UKRI immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

29.3 For the purposes of clause 29.1, "loss" shall include, but shall not be limited to:

- (a) UKRI's costs in finding a replacement supplier;
- (b) direct, indirect and consequential losses; and
- (c) any loss suffered by UKRI as a result of a delay in the performance of the Services or its receipt of the Goods (as applicable).

30 MODERN SLAVERY ACT 2015

30.1 In performing its obligations under this Contract, the Supplier shall and shall ensure that any permitted sub-contractors shall comply with:

- (a) all applicable laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015; and
- (b) Any anti-slavery policy adopted by UKRI from time to time.

30.2 UKRI may from time to time require the Supplier to provide information and evidence to demonstrate its and its sub-contractors' compliance with clause 30.1. The Supplier shall provide such information with 10 Working Days of a request from UKRI for the same. A

breach of this clause 30.1 shall be deemed a material breach for the purpose of clause 21.3(b).

31 FORCE MAJEURE

- 31.1 Neither Party to this Contract shall in any circumstances be liable to the other for any delay or non-performance of its obligations under this Contract to the extent that such delay or non-performance is due to a Force Majeure Event. Subject to Clause 31.3, the date for performance of any affected obligations will be suspended for a period equal to the delay caused by the Force Majeure Event.
- 31.2 If a Party is delayed in or prevented from performing its obligations under this Contract by a Force Majeure Event, such Party shall:
- (a) give notice in writing of such delay or prevention to the other Party specifying the nature and extent of the Force Majeure Event immediately on becoming aware of it; and
 - (b) use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations.
- 31.3 If the Force Majeure Event continues for a period of 30 (thirty) days or more following notification, then either Party may terminate this Contract by giving not less than 10 (ten) days' prior written notice to the other Party.
- 31.4 UKRI shall not be liable to pay the Charges in relation to any Goods and/or Services that are not provided by the Supplier due to a Force Majeure Event.

32 DISPUTE RESOLUTION

- 32.1 The Parties agree to co-operate with each other in an amicable manner with a view to achieving the successful implementation of this Contract.
- 32.2 If a Dispute arises between UKRI and the Supplier during the Term in relation to any matter which cannot be resolved by local operational management either Party may refer the matter for determination in accordance with the procedure set out in Clause 32.3.
- 32.3 A Dispute referred for determination under clause 32.2 shall be resolved as follows:
- (a) by referral in the first instance to the decision of the individuals for each Party referred to in the Award Letter for stage 1 escalations; and

(b) if a Dispute is not resolved within 21 days of its referral pursuant to Clause 32.3(a) such Dispute shall be referred to the individuals for each Party referred to in the Award Letter for stage 2 escalations.

32.4 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in Clause 32.3(b), the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

32.5 If the Parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

32.6 Neither Party shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory or final injunctive relief on an ex parte basis or otherwise as a result of the terms of this Clause 32, such clause not applying in respect of any circumstances where such remedies are sought.

33 CHANGE CONTROL PROCEDURE

33.1 In the event that either party desires to change the terms of this Contract, the following procedures will apply:

(a) the Party requesting the change will deliver a “Change Request” (in the form (or substantially in the same form) contained in Schedule 5 to this Contract) which describes:

- (i) the nature of the change;
- (ii) the reason for the change;
- (iii) the effect that the requested change will have on the scope or Specification for the Services; and
- (iv) any change to the Charges and the Term.

(b) Upon receipt of a Change Request, the receiving Party’s authorised representative will contact his/ her counterpart within 5 working days to discuss and agree the

Change Request. The parties will negotiate the proposed changes to the Contract in good faith and agree a timeline in which to finalise the Change Notice.

- (c) Neither party is obliged to agree to a Change Request, but if the parties do agree to implement such a Change Request, the appropriate authorised representatives of both parties will sign the Change Request which will be effective from the date set out in the Change Request.
- (d) If there is any conflict between the terms and conditions set out in the Contract and the Change Request, then the terms and conditions set out in the most recent fully executed Change Request will apply.
- (e) The Supplier shall neither be relieved of its obligations to supply the Goods and/or Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Charges as the result of:
 - (i) a General Change in Law; or
 - (ii) a Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Commencement Date.

34 ENTIRE AGREEMENT

34.1 The Contract constitutes the entire agreement between UKRI and the Supplier in relation to the supply of the Services and/or Goods and the Contract supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to that subject matter. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

35 NOTICES

- 35.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class or recorded post or, subject to clause 35.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in writing.
- 35.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur

on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

35.3 Notices under clauses 21, 22 and 31 may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 35.1.

36 GENERAL

36.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

36.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

36.3 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

36.4 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

36.5 A person who is not a Party to this Contract shall have no right to enforce any of its provisions, which expressly or by implication, confer a benefit on him or her, without the prior written agreement of the Parties.

36.6 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.

37 GOVERNING LAW AND JURISDICTION.

37.1 The Contract, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

38 Liquidated damages – **Not to be used**

39 TAXATION OBLIGATIONS OF THE SUPPLIER – Not to be used

Schedule 2 - The Specification

1 .The Suppliers shall provide the Services in accordance with this Schedule 2.

Introduction

Innovate UK, part of UK Research and Innovation, is the UK's innovation agency. Our mission is to help companies to grow through their development and commercialisation of new products, processes and services, supported by an outstanding innovation ecosystem that is agile, inclusive and easy to navigate. We help companies, through three strands of activity:

- inspire: to make the opportunity visible and compelling
- involve: to bring relevant organisations and people together
- invest: to convene the resources needed, including our own.

In 2018 Innovate UK launched Innovation Loans to fund later stage R&D projects with a clear route to commercial success. To date, Innovate UK Loans have committed over £230m (total committed facility), supporting over 250 new innovation projects. As part of the UK government's COVID-19 support package, Innovation Loans launched Innovation Continuity Loans (ICLs) to support the continuation of R&D projects. The ICLs were available to SMEs and third sector organisations that have a challenge in continuing, completing or following on from an Innovation Project.

For more information visit

[Innovate UK – UKRI](#)

[Innovation loans – UKRI](#)

Aims and Objectives

UKRI is seeking to procure an end to end loans software solution from application/origination, decisioning, loan management, servicing, monitoring and reporting to support the backend delivery of its Innovation Loans programme. The programme is expected to deliver 30-50 new loans/per year, supporting Innovative UK businesses.

The aim of procurement is to:

- Procure a cloud based solution that supports the end to end loan journey and process workflow (detailed in appendix 1)
- Procure the delivery of a reliable, responsive and flexible cloud based loan management system which has evidenced capability to run loans of the same or similar type to Innovation Loans and flexible product features.
- Ensure the provider has sufficient capability to train IUKL users on the system and be dedicated to the account for up to 3 months to ensure the team are comfortable using the system.
- Ensure sufficient technical resource is available to support the migration of 260 loans from current loan system to the new system and setup integrations to existing IUKL systems.

The Expectation is that the procurement contract is delivered and implemented by the 31st March 2025.

The objectives are;

- To reduce the total cost of end-to-end services, driving efficiency through reduction in manual tasks.
- Improve the experience of staff and customers using all systems, optimising efficiency, user experience and business outcomes.
- Provide a flexible solution that can withstand unexpected change, new products and respond rapidly to new business needs and enabling more effective decision making.
- Implement a modern E2E system solution, that creates an adequate control environment, is accessible and keeps pace with technology.

Background to the Requirement

Innovate UK Loans currently outsources the majority of its loan administration and management to a third party supplier, in 2022 the company sought to bring this activity in house, managed by our Lending

Operations Team. The in house system is currently used on a small portion of our portfolio, this is currently under review and we are seeking an alternative alongside the broader system requirements.

Innovate UK Loans Ltd currently uses Salesforce which is integrated with the broader innovate UK Salesforce system on which grant funding is managed and administered. The current Salesforce application doesn't fully meet the end-to-end loans journey and workflow and therefore we are looking to replace this.

Innovate UK Loans delivers the innovation loans product which is loans to micro, small and medium sized enterprises (SMEs). Innovate UK innovation loans are for highly innovative late stage research and development (R&D) projects with the best potential for the future. There must be a clear route to commercialisation and economic impact.

Innovation loans are structured as follows:

1. Loans value £100k to £2,000k
2. Available for up to 3 years when the project is under way, but the exploitation has not yet started (the 'availability period'). You can borrow in stages ('drawdowns') during this period and will pay interest at 3.7% per annum on anything you borrow, with additional interest at 3.7% accrued and deferred until the repayment period.
3. Extended until the first commercial sales from the results of the project, up to a maximum of 2 further years (the 'extension period') after the end of the availability period. You will not be able to make further drawdowns during this period. You will not have to make repayments, but you will pay interest on the amount you have borrowed at 3.7% per annum, with additional interest at 3.7% accrued and deferred until the repayment period.
4. Repayable over a maximum of 5 years (the 'repayment period') after the availability and extension periods. You will have to repay anything you have borrowed, including interest accrued and deferred from the availability and extension periods, on a quarterly schedule. You will pay interest at 7.4% per annum on the outstanding loan amount.

The Teams that deliver this programme are;

- Origination Team: launching of a cycle of competitions for businesses to submit into and conducting initial scope check on applications.
- Credit Team: conduct credit assessment on the loan application based on financial and business information submitted by the business. There is some automation of checks using DueDil, Moodys and Companies House but all applications received an assessment by a credit analyst/specialist. All Decisions on loan applications are made by the Credit committee and this can be a three-stage process, initial, detailed and management presentation.
- Lending Operations Team: first involved with loan applicants once they have been successful following detailed credit. The team are responsible for;
 - o Managing the onboarding of new loans (Loan docs, KYC, Safe to lend checks)
 - o Managing drawdown requests
 - o Review loan change requests
 - o Keeping systems up to date and accurate
- Portfolio Team: They are responsible for the ongoing monitoring of the borrowers from both a financial perspective, (including collecting & analysing quarterly accounts), reviewing and recommending change requests and forbearance, default and watchlists and also provide a project perspective (reviewing Monitoring Officer reports of project performance).

Scope

Provision of an end-to-end solution for the management and delivery of Innovate UK Loans. At a high level, the solution will enable/provide:

- Loan origination (applicant submission of business and financial information)
- Loan credit assessment and decisioning
- Loan execution
- Loan servicing and management
- Loan monitoring of financial covenants and performance
- Integration with Innovate UK systems, primarily Salesforce
- Integration with third party data and service providers
- Workflow and process automation
- Document generation

- Document storage
- Digital customer interface
- Customer notifications and email capability
- User permissions and access management
- Operational reporting

The solution will be cloud based, preferably hosted on public cloud infrastructure in the UK or Europe.

The solution will be scalable to accommodate changes to product range, demand, and/or team size, and will be able to accommodate multiple financial products with differing structures, interest rates and fees.

In addition to the above, the supplier will be required to provide services in support of implementation activity and live running of the solution. This includes, but is not limited to:

- User and technical support
- Solution lifecycle management
- Change management
- User training

Requirement

Solution requirements

1. Loan origination/assessment

- Origination – submission of business and financial information
- track applications through the key stages of credit assessment
- apply high level financial scoring
- retrieve and view relevant data from third party providers – e.g. Early Metrics, Moodys and Companies House
- automatically generate and present credit assessment recommendations for manual review
- generate automated customer feedback
- generate credit papers
- apply approval workflow

2. Loan execution

- track applications through the key stages of execution
- undertake and record customer due diligence, KYC and STL checks.
- retrieve and view relevant data from third party providers – e.g. Northrow
- create loan documents
- generate automated customer notifications
- apply approval workflow

3. Loan management/servicing

- view accounts per customer (documents, balance, arrears etc)
- manage customer requests
- update customer information
- set-up, manage and collect Direct Debit payments
- validate customer bank details
- collect daily interest payments via Direct Debit processing (daily reports should be accessible)
- pay away drawdowns (disbursements)
- manage tranching drawdowns
- action and administer capital and interest refunds
- re-structure AER and tranche drawdown profiles
- amend or vary loans mid-term in line with a number of forbearance processes
- calculate and forecast interest, deferred interest and capital repayments based on a forecast drawdown profile
- manage interest/capital holidays

- manage arrears
- track the status of accounts (default, do not contact, on hold)
- calculate redemption figures for pre-payments
- generate automated customer communications (letter & statements)
- apply approval workflow

4. Loan monitoring

- collect and analyse quarterly financial submissions
- monitor against financial covenants and conditions subsequent or precedent
- monitor defaults and watchlist information
- review change requests – e.g. drawdowns, extensions, forbearance, restructures
- review project monitoring reports
- apply approval workflow

5. Integration with Innovate UK systems

- Ability to integrate with existing systems used by Innovate UK. Primarily, integration with Salesforce to facilitate the exchange of data at multiple points throughout the loans lifecycle.
- Design and implementation will be supported by Innovate UK technical resource. The expectation is that the supplier will work alongside this team to inform the design and undertake joint implementation activity.

6. Workflow and process automation

- Ability to automate specific tasks, activities and/or processes based on business rules.

7. Document generation

- Ability to generate documentation, both manually and on an automated basis, using pre-agreed document templates.
- Auto population of document fields where data exists within the system.
- Ability for Innovate UK users to add and edit document templates.

8. Document storage

- Ability to store relevant documentation in such a way that it is linked to a customer/loan record.
- Ability for authorised Innovate UK users to view stored documentation at any time.

9. Digital customer interface

- A digital interface that enables customers to view and manage their loan including, but not limited to:
 - ability to view key loan information – e.g. loan amount, balance
 - submission of information in support of an application or an existing product
 - ability to upload files/documents
 - submission of requests relating to a loan – e.g. change requests.
 - tracking the status of a loan and/or a specific request relating to it
- The digital interface/portal will include appropriate access and security controls.

10. Customer notifications

- Ability to generate and send both automated and ad-hoc/as required notifications to individual customers.
- Email notification functionality as a minimum, with in-app notification desirable.

11. User permissions and access management

- Creation and management of user groups and relevant permissions.
- Ability to authenticate users using an industry standard approach., the ability to implement single sign-on (SSO).

12. Reporting

- Ability to generate standard/pre-defined reporting. Examples are included in the supporting documentation appendix 2.
- Innovate UK users will be able to generate reports when required on a self-serve basis.

13. Integration with third party data and service providers

- Ability to integrate the proposed solution with established data providers. Current examples include Moody's, DueDil, Northrow, Early Metrics and Companies House.
- Ability to integrate with other services/providers, specifically e-signature tools such as DocuSign.

Service and support requirements

1. Support

- The supplier will provide ongoing technical and user support. Proposed service level agreements and support service availability are to be shared with Innovate UK as part of the tender response and will be formally agreed as part of any subsequent award.
- During implementation, the supplier will be expected to make expertise available to Innovate UK technical teams, particularly in support of integration delivery.

2. Change management

- The supplier will provide an agreed mechanism by which changes, additions or enhancements to the solution can be requested by Innovate UK.
- The supplier will be able to evidence that an established change management process is in place.

3. Training

- The supplier will provide dedicated staff for a period of up to 3 months to allow IUKL to take on administration of the loan portfolio, being able to test a number of scenarios with the support of the provider
- Detailed training documents will be provided.

4. Security

- Suppliers will be able to demonstrate compliance with the cloud security principles set out by the National Cyber Security Centre (NCSC):

<https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles>. Evidence of compliance with each principle should be provided.

5. Maintenance

- The solution will be wholly maintained by the supplier without the need for Innovate UK support and/or maintenance resource.
- The supplier will ensure the solution remains up to date and will apply relevant upgrades as and when required.
- There will be an agreed mechanism by which the supplier will give Innovate UK advance notice of any maintenance activity that requires action from Innovate UK technical resource.

6. Accessibility

- Where there is public facing web content, it will meet established accessibility standards. Content should meet the WCAG 2.2 AA standard and, where there are exceptions, suppliers should be able to summarise where they exist.

7. Reliability

- Suppliers should evidence that they have established process and standards in place to maintain and monitor system reliability.
- Minimum levels of reliability will be agreed as part of any subsequent contract award

8. Availability

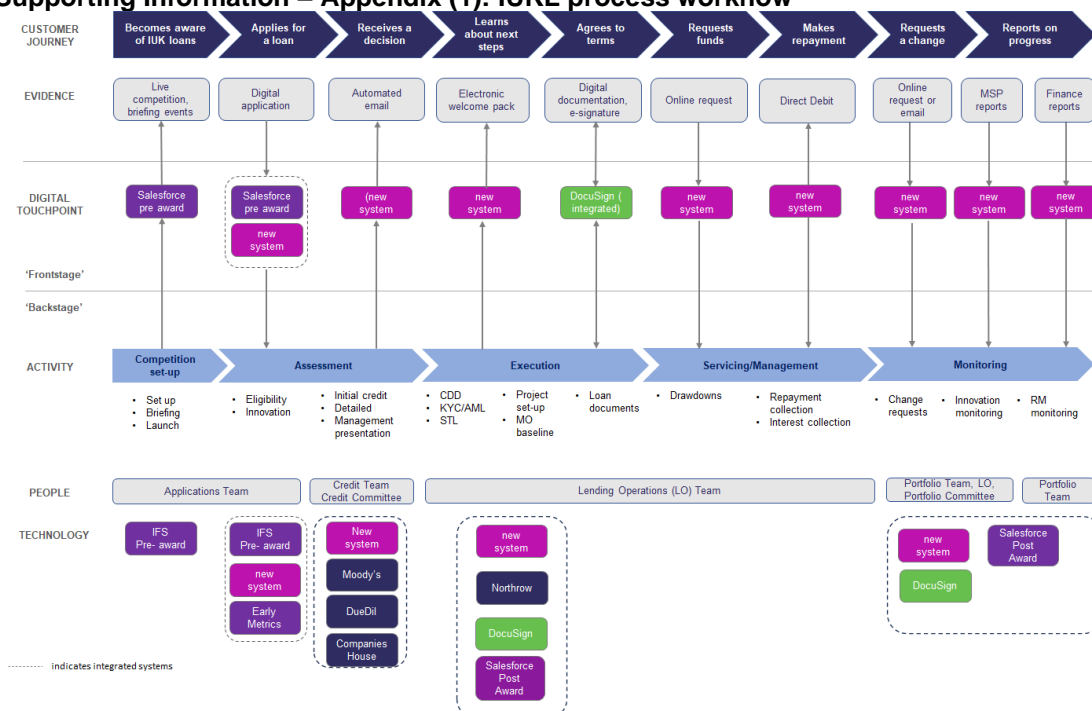
- Suppliers should evidence that they have established process and standards in place to maintain and monitor system availability.
- Minimum levels of availability will be agreed as part of any subsequent contract award, but the indicative minimum requirement is 99.9% availability during office working hours (08:00 – 18:00, Monday – Friday, excluding public holidays)
- There will be an agreed mechanism by which suppliers will give Innovate UK advance notice of any planned down time or other known disruption to availability.

9. Quality assurance

- Suppliers will be able to demonstrate a commitment to regular and consistent quality assurance (QA) testing of the proposed solution. The QA approach should be evidenced as part of the tender response.

Training

Supporting Information – Appendix (1): IUKL process workflow



Supporting Information – Appendix (2): IUKL Reporting Examples

Customer On-Boarding Report

This report should be run when accounts are "on-boarded" into the loan system to ensure the Availability, Extension and Repayment (AER) periods/dates are correct, along with other loan agreement details.

This report should be run to ensure the data captured in the loan system matches with the data IUKL holds in its CRM & portfolio systems (Salesforce & iLevel)

A Change Log should be provided to record changes to accounts. This should be used to ensure the loan system is updated correctly with the requested account changes. By checking the On-Boarding Report any changes should be verified on the Change Log and reconciled.

Monthly Finance Report

This report should contain all monthly cash transactions (drawdown payments and principal and/or interest

collections) per customer account in a single report. This should be grouped by month. There should be a summary by year.

Arrears Report – Missed Payments

This report should provide the details of missed principal and/or interest payments. The data to be included should be customer number, customer name, Companies House number, amount of missed payment, date of missed payment, date arrears cleared, days in arrears and other data that may be required.

Drawdown Report

This report should provide the details on the monthly drawdowns, by customer. This should include the required tracking dates (Requested Date, Paid Away Date, Bank Statement Date - for reconciliation purposes, and Confirmation to Customer Date), Facility data (Total Facility Available, Amount Avail post monthly draw & Total Paid Away to date), Date of 1st Drawdown, and Repayment Start Date.

Forecasted Interest and Principal

This report should provide the forecasted interest and principal payments based on current facility drawn and forecasted drawdowns. This report should provide the forecast interest and forecast deferred interest, per customer, as per the original drawdown/payment schedule and be updated after each drawdown to provide the current forecast.

Bank Reconciliation Report

This report will provide the reconciliation of the individual direct debit transactions, batched together to the OPS bank account deposits; and, the reconciliation of the individual drawdown transactions, batched together to the CAP bank account payments.

Cash Transactions Report/Upload File

This is an automated file that will provide the ACTUAL cash transactions for Drawdowns, Interest Payments, Return of Capital (Principal Repayment) and Unpaid DDs from the loan administration system into iLevel. If a link between the two systems can be established this would be the preferred outcome.

SIC Report

This report will provide the Standard Industry Classification (SIC) code, per customer, updated monthly.

Customer Letters and Statements

Customer Letters and Statements to be autogenerated from the loan management system: Chaser for missing KYC/AML, Confirmation of KYC/AML Check, Confirmation of registered debenture, Confirmation of live loan & forecast drawdown & repayment schedule, Confirmation of loan structure & interest structure, Disbursement letter, Arrears/ missed payment letter, Arrears being cleared letter, Annual Statements, Ad hoc statements/ interest forecasts, Interest deferral letter & revised statement, Repayment schedule letter (following all drawdowns), Deed of release letter & deed, and other letters and statements that may be required.

Automated Workflow

Import customer details from a cloud solution into the loan management system. Provide updates via a workflow report on Account set-up status, KYC/AML status Documentation status, STL status, Security Registration status, Drawdown status, Arrears status and other processes impacting customer account management.

UK Research and Innovations expects the initial setup of this system to commence in September 24.

The maximum budget for this requirement is **£800,000.00 excluding VAT** for the initial three years.

Terms and Conditions

Bidders are to note that any requested modifications to the Contracting Authority Terms and

Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

Schedule 3 - Charges

- 1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2 **[insert Charges for the Goods and/or Services] OR [The Charges for the Goods and/or Services are set out in the Appendix to this Schedule 3.]**
- 3 Where the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:
 - (a) the charges payable for the Services will be calculated in accordance with the Supplier's day rates as follows:

[Day rates to be inserted]
 - (b) the Supplier's day rates for each individual person are calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by UKRI and the Supplier;
 - (c) the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of UKRI;
 - (d) the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to UKRI upon request; and
 - (e) the Supplier will invoice UKRI monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this paragraph 3 and paragraph 4.

Expenses

- 4 UKRI will reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing the Services to UKRI provided that UKRI's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Supplier complies at all times with UKRI's expenses policy from time to time in force.

Schedule 4 - Key Personnel-

Key Personnel (name and title)	Role in the performance of this Contract
[insert]	[insert]

Schedule 5 - Change Control Notice

Contract Reference:					
1. Change Request Number:					
2. Requested amendments to Contract (including reasons):					
2.1 Effective date:					
This change is effective from: _____					
2.2 The Contract Term is amended as follows:					
Original Expiry Date: _____					
New Expiry Date: _____					
3. Cost impact					
3.1 The Charges are amended as follows:					
	Quantity	Unit cost (£)	Net cost (£)	VAT (£)	Gross cost (£)
Original Contract Value					
New contract Value					
3.2 New Contract terms:					



Schedule 6- Exit Provision

1 Exit plan

- 1.1 Within three (3) months of the Commencement Date the Supplier shall develop and agree an exit plan with the UKRI consistent with the exit requirements, which shall ensure continuity of the Services on expiry or earlier termination of this Contract. The Supplier shall provide UKRI with the first draft of an exit plan within one (1) month of the Commencement Date. The Parties shall review and, as appropriate, update the exit plan on each anniversary of the Commencement Date of this Contract. If the Parties cannot agree an exit plan in accordance with the timescales set out in this Clause (such agreement not to be unreasonably withheld or delayed), such failure to agree shall be deemed a Dispute, which shall be referred to and resolved in accordance with the Dispute Resolution Procedure.

The exit plan must include information on how UKRI data will be handed back and then destroyed from the Supplier's systems

2 Consequences of expiry or early termination of this Contract

- 2.1 Upon expiry or earlier termination of this Contract, UKRI agrees to pay the Supplier for the Services which have been completed by the Supplier in accordance with this Contract prior to expiry or earlier termination of this Contract.
- 2.2 Immediately following expiry or earlier termination of this Contract and/or in accordance with any timescales as set out in the agreed exit plan:
- 2.2.1 the Supplier shall comply with its obligations under any agreed exit plan;
- 2.2.2 all data, excluding Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services, including without limitation relating to patients or other service users, and all other items provided on loan or otherwise to the Supplier by UKRI shall be delivered by the Supplier to UKRI provided that the Supplier shall be entitled to keep copies to the extent that (a) the content does not relate solely to the Services; (b) the Supplier is required by Law and/or Guidance to keep copies; or (c) the Supplier was in possession of such data, documents and records prior to the Commencement Date; and
- 2.2.3 any Personal Data Processed by the Supplier on behalf of UKRI shall be returned to UKRI or destroyed in accordance with the relevant provisions of the Data Protection Protocol.
- 2.3 The Supplier shall retain all data relating to the provision of the Services that are not transferred or destroyed pursuant to Clause 2.2.3 for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Contract.
- 2.4 The Supplier shall cooperate fully with UKRI or, as the case may be, any replacement supplier during any re-procurement and handover period prior to and following the expiry or earlier termination of this Contract. This cooperation shall extend to providing access to all information relevant to the operation of this Contract as reasonably required by UKRI to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.

- 2.5 Immediately upon expiry or earlier termination of this Contract any license or lease entered into shall automatically terminate.
- 2.6 The expiry or earlier termination of this Contract for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.
- 2.7 The expiry or earlier termination of this Contract shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.

Schedule 7 – Service Level Agreements

Both UKRI and the Supplier agree that they are bound by the terms and conditions set out in this Change Request and, except as set out in this Change Request, all terms and conditions of the Contract remain in full force and effect.

Signed on behalf of

Signed on behalf of

UK Research and Innovation

[insert Supplier's name]

by:

by:

Signature of authorised officer

Signature of authorised person

Name of authorised officer (please print)

Name of authorised person (please print)

Date

Date

Schedule 8 – Timeline & Deliverables