UK Health Security Agency

LAB5061 LU Framework Agreement: Schedule 1:
Order Form and Call Off Contract

Part 1: ORDER FORM

The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency

Wolf Laboratories Limited
Colenso House, 1 Deans Lane, Pocklington, York, YO42 2PX
(Registered No. 3011929)

10th October 2025

Dear Sirs
Call-Off Contract No. LAB5061 LU Lot.3 – Safety for the supply of Goods and Services
Further to the Framework Agreement dated 15th June 2021 we wish to instruct you to supply the Goods and/or Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.

The particulars of this Call-Off Contract are set out below:

Item	**Description**
Order Form Reference: (Front page of Call-Off Terms and Conditions)	The Order Form Reference is C394126
Parties	**Between**: **The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency** whose registered office is at 10 South Colonnade, London, E14 4PU (**Customer**); and **Wolf Laboratories Limited** (company number 3011929) whose registered office is at Colenso House, 1 Deans Lane, Pocklington, York, YO42 2PX (**Supplier**).

<table>
<tr><td>Call-Off KPIs
(Cl. 1.1)</td><td><table><tr><th>Performance Target</th><th>Key Indicator</th><th>Performance Measure</th></tr><tr><td colspan="3">[redacted]</td></tr></table></td></tr>
<tr><td>Charges
(Cl.1)</td><td>The total contract value shall be three hundred fifty-seven thousand, two hundred eighteen pounds and ninety-five pence (£357,218.95) (Excl. VAT). This is the maximum value of goods and services which can be ordered under this contract.

The Customer reserves the right, at its sole discretion, to amend this contract to include the provision of additional goods and/or services of a similar nature and budget, subject to mutual agreement between the Parties on the relevant terms and conditions. Any such amendment shall be in response to the Customer’s operational needs and shall be contingent upon the additional expenditure falling within the scope of this Contract, complying with all applicable procurement regulations and internal approval processes.</td></tr>
<tr><td>Contract End Date
(Cl. 1)</td><td>31st March 2026</td></tr>
<tr><td>Customer Liability Cap
(Cl. 1)</td><td>Not applicable</td></tr>
<tr><td>Delivery Date(s)
(Cl. 1)</td><td>The Supplier shall deliver the Goods to the Customer by the following date(s):

• 24th February 2026

Current lead time of delivery and installation around 14-16 weeks from approval of drawings.

Estimated time until drawing to begin is currently up to 4 weeks from the contract signature.</td></tr>
</table>

Defects Rectification Period (Cl. 1)	In respect of the Goods to be supplied under this Call-Off Contract, the period ending 36 months after the Contract End Date, or in respect of any Goods that are repaired or replaced under [Clause 6.5] of the Call-Off Terms and Conditions, the period ending 36 months after replacement of such Goods.
Goods (Cl. 1)	The Goods to be supplied under this Call-Off Contract are as follow: • 1No. bespoke BioMAT 3 Class III Safety Cabinet 1,050mm wide (internal working width) Thimble Exhaust Type Microbiological Safety Cabinet suitable for bench mounting. • 1No. bespoke BioMAT 3 Class III Safety Cabinet 1,800mm wide (internal working width) Thimble Exhaust Type Microbiological Safety Cabinet with a transfer hatch suitable for bench mounting. • 1No. bespoke BioMAT 3 Class III Safety Cabinet 1,050mm wide (internal working width) Thimble Exhaust Type Microbiological Safety Cabinet with transfer hatches. • 1No. bespoke BioMAT 3 Class III Safety Cabinet System comprising 2No. interlinked 1,150mm wide (internal working width) Thimble Exhaust Type Microbiological Safety Cabinets.
Premises (Cl. 1)	The Goods are to be delivered to and/or the Services are to be supplied at: UK Health Security Agency (UKHSA) Porton Down Manor Farm Road Salisbury Wiltshire SP4 0JG
Services (Cl. 1)	The Services to be supplied under this Call-Off Contract are as follows: • The Supplier shall conduct a Factory Acceptance Testing (FAT) of the goods/services at their facilities prior to delivery. The Customer shall have the right to witness and participate in the FAT and shall be provided with reasonable prior notice of the FAT schedule. Any findings, deficiencies, or non-conformities identified during the FAT shall be documented and communicated. • The Supplier shall address and rectify all FAT findings within an agreed timeframe prior to delivery to the Customer site. The Customer must receive verifiable evidence, including reports

	and any relevant documentation, demonstrating that all FAT findings have been satisfactorily resolved before delivery. • The Supplier shall provide regular progress updates to the Customer at agreed intervals throughout the manufacturing and preparation process. Each update shall include documented photographic evidence evidencing the status of work completed. All progress updates and associated photographic evidence shall be submitted in writing to the Supplier. • Delivery to site, offloading, positioning, installation, testing and commissioning of the safety cabinets to the requirements of the European Microbiological Safety Cabinet standard EN: 12469 – 2000. • Each bespoke BioMAT3 Class III Safety Cabinet shall be covered by a thirty-six (36) month warranty, commencing on the date of successful installation, testing, and written acceptance of the equipment by the Customer. The warranty shall remain in effect for thirty-six (36) months from that date and shall include full parts and labour.
Services Commencement Date (Cl. 1)	Supply of the Services shall commence on the date this Call-Off Contract is executed in full by both parties via DocuSign. Notwithstanding that the Services Commencement Date marks the start of the Supplier's obligations under this Call-Off Contract, the warranty period for the Goods shall commence only upon formal acceptance of the installed safety cabinets by the Customer following successful delivery, installation, testing and commissioning.
Services End Date (Cl. 1)	Supply of the Services is to end on 31st March 2026.
Supplier Liability Cap (Cl. 1)	Not applicable
Instalments (Cl. 1)	Not applicable
Notices (Clause 19.3)	Any written notice provided under Clause 19.1 shall be sent: In the case of the Customer: To: 10 South Colonnade, London, E14 5EA, UK [redacted]

	Marked for the attention of: [redacted] In the case of Wolf Laboratories Limited: To: Colenso House, 1 Deans Lane, Pocklington, York, YO42 2PX [redacted] Marked for the attention of: [redacted]
Data Protection Particulars (Schedule 4)	Not applicable

This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.

For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and/or Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.

Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.

You must not make any amendments to the Call-Off Terms and Conditions.

Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return the attached copy of this Order Form to signify your acceptance of its contents.

....	....
for and on behalf of the Secretary of	for and on behalf of Wolf Laboratories

[redacted]

Annex A: Brief, Specifications and Pricing

This call-off contract is for the supply, installation, testing and commissioning of four (4) BioMat 3 Class III microbiological safety cabinets to be located at UK Health Security Agency (UKHSA), Porton Down, Manor Farm Road, Salisbury, Wiltshire, SP4 0JG.

This Annex details the technical specifications, commissioning scope, Factory Acceptance Testing (FAT), and warranty terms for four bespoke BioMAT3 Class III Microbiological Safety Cabinets to be supplied by Wolf Laboratories Limited for UKHSA Porton Down. All equipment shall comply with the European Microbiological Safety Cabinet Standard EN 12469:2000.

The following specification has been agreed together with the supplier.

ITEM 1 - Bespoke BioMAT 3 Class III Safety Cabinet 1,050mm wide (internal working width) Thimble Exhaust Type Microbiological Safety Cabinet suitable for bench mounting (Spigot connection position & type to be determined).

Technical Specification:

- Design Criteria: BS EN 12469: 2000
- Cabinet body size: 1,000mm wide x 700mm deep x 850mm high (nominal)
- Overall width: 1,300mm including inlet filter
- Transfer Hatches: None - replaced by large door on right hand side
- Glove ports: 3No. 150mm diameter
- Working pressure: 250 Pa negative
- Hepa Filter Efficiency: Class H14 having a 99.995% MPPS efficiency. Being equal to DOP efficiency of 99.999%, EN1822 certified.

Cabinet construction materials:

- Main body manufactured from 3mm grade 316 stainless steel
- Top Module manufactured from 1.5mm mild steel
- Front control panel door manufactured from 1.5mm mild steel
- Lighting cover manufactured from 1.5mm mild steel
- Transfer Hatch manufactured from 2.0mm grade 316 stainless steel
- Inlet Filter housing manufactured from 1.5mm mild steel
- Front screen manufactured in 10mm thick clear cast acrylic.

Comprising:

All manufactured components would be fully welded, and joints ground smooth as necessary. On completion of manufacture all surfaces, internal and external would be epoxy powder coated white to RAL 9010.

• Vertical removable front screen glazed in 10mm thick clear cast acrylic with grade 316 stainless steel frame powder coated epoxy white. Retained in position by cam action compression clamps spaced to ensure that the silicone gasket forms a good seal onto the frame. Fitted into the screen would be 3No. 150mm diameter glove ports with reduced 'O' ring grooves to allow easier removal of gauntlets. The glove port would be arranged 1No: central at high level and 2No: at low level.

• Exhaust filter arrangement would comprise of two stage mini-pleat HEPA filters to Class H14 having anodised casings with stainless steel grids. The filter would be arranged with all the seals visible to the room.

• The top module located above the HEPA filters would be divided into two sections, the lower part being the plenum above the filters, with the Motorised shut-off damper mounted in the dividing plate. The upper section would incorporate the exhaust fan, with duct connection to open thimble exhaust system

• The inlet filter arrangement would comprise of a single stage mini-pleat HEPA filter to Class H14 having anodised casing with stainless steel grids. The filter would be located on one end of the cabinet body arranged with all the seals visible to the room. To provide a sealed inlet for decay testing the filters would be clamped in position by an inlet box fitted with a manual shut-off damper and disposable pre�filter.

• Side Access Door – The transfer hatch will be replaced with a large, rightward-hinged door located at the right-hand end. It will be manufactured from powder-coated 316 stainless steel and feature an acrylic viewing panel.

• Control Panel located on top of the cabinet, with front hinged door supported when open by two support stays. Fixed to the rear of the panel would be the main control PCB, with the touch control membrane positioned across the front.

• Simple to use integrated touch control LCD screen providing at a glance cabinet status, with the following control features:

  - Cabinet On/Off switch
  - Internal Lighting on/off switch
  - Alarm ‘mute’ switch (Audible alarm level >85dbA)
  - Fumigation switch to activate the internal dedicated socket (Timed venting is not currently supported by this particular software. WolLabs will explore potential alternatives or discuss further if required).
  - Work area pressure constantly displayed on the LCD
  - Additional feature included, on start-up, as a function test, the alarms will activate to confirm their operation, then auto reset when the operating limits are achieved.
  - Work area pressure constantly displayed on the LCD screen.

• Internal lighting would be provided by externally positioned low energy LED lighting positioned under a removable cover across the top of the cabinet body.

• Services - The following services are included in each cabinet, mounted in the side wall of the work area. These are subject to change

  - 3No 13amp IP 65 double sockets
  - 1No 13amp IP65 dedicated single socket for fumigation, this is wired directly into the cabinet controls to allow the socket to be powered for 60 minutes when the fumigation button is pressed.

• Gauntlets 3No size 8 butyl gauntlets.

• Electrical fittings - All electrical services (i.e. socket supplies) would be fed through the cabinet body using special sealed connectors

• Support Stand not required, unit to be bench mounted.

Commissioning:

The services of qualified CAS engineers are included to carry out the testing of the safety cabinets and provide a certificate. Tests included are:

• DOP test on all HEPA filters
• DOP scan test (Positive pressure)
• Configuration and setting of instruments
• Alarm function test
• General Function test-air handling, gauntlets, doors, cabinet connectors
• General function test-electrical including PAT testing

• Breach velocity (>0.7m/s)
• Inlet HEPA filter airflow profiling Plus
• Pressure decay rate ≤10% loss of test overpressure of 500Pa in the whole enclosed system after 30 minutes.

ITEM 2 - Bespoke BioMAT 3 Class III Safety Cabinet 1,800mm wide (internal working width) Thimble Exhaust Type Microbiological Safety Cabinet with a transfer hatch suitable for bench mounting (Spigot connection position & type to be determined).

Technical Specification:

- Design Criteria: BS EN 12469: 2000
- Cabinet body size: 1,800mm wide x 700mm deep x 800mm high (nominal)
- Overall width: 2,500mm including inlet filter & transfer hatch
- Transfer Hatches: One@400mm wide x 500 mm deep x 500mm high
- Glove ports: 4No. 200mm diameter
- Working pressure: 250 Pa negative
- Hepa Filter Efficiency: Class H14 having a 99.995% MPPS efficiency. Being equal to DOP efficiency of 99.999%, EN1822 certified.

Cabinet construction materials:

- Main body manufactured from 3mm grade 316 stainless steel
- Top Module manufactured from 1.5mm mild steel
- Front control panel door manufactured from 1.5mm mild steel
- Lighting cover manufactured from 1.5mm mild steel
- Transfer Hatch manufactured from 2.0mm grade 316 stainless steel
- Inlet Filter housing manufactured from 1.5mm mild steel
- Front screen manufactured in 10mm thick clear cast acrylic.

Comprising:

All manufactured components would be fully welded, and joints ground smooth as necessary. On completion of manufacture all surfaces, internal and external would be epoxy powder coated white to RAL 9010.

- Dividing plate: Not required.
- Standard Removable front screens – 2No: glazed in 10mm thick clear cast acrylic with grade 316 stainless steel frame powder coated epoxy white. Retained in position by cam action compression clamps spaced to ensure that the silicone gasket forms a good seal onto the frame. Fitted into the screens would be 200 mm diameter glove ports with reduced ‘O’ ring grooves to allow easier removal of gauntlets. The glove port would be arranged 2 No: in a line in the left-hand screen and 2No: in the right-hand screen.
- Exhaust filter arrangement would comprise of two stage mini-pleat HEPA filters to Class H14 having anodised casings with stainless steel grids. The filter would be arranged with all the seals visible to the room.
- The top module located above the HEPA filters would be divided into two sections, the lower part being the plenum above the filters, with the manual shut-off damper mounted in the dividing plate. The upper section would incorporate the exhaust fan, with duct connection to open thimble exhaust system.
- The inlet filter arrangement would comprise of a single stage mini-pleat HEPA filter to Class H14 having anodised casing with stainless steel grids. The filter would be located at low level on the left-hand end of the cabinet body arranged with all the seals visible to the room. To

provide a sealed inlet for decay testing the filters would be clamped in position by an inlet box fitted with a manual shut-off damper and disposable pre-filter.

- Transfer Hatch, 1No: – Nominal size- 400mm wide x 500mm deep x 500 mm high Ventilated type, fitted on the right-hand side with a flat inner base recessed below the outer door seal. Stainless Steel outer frame with cast clear acrylic doors hinged at the side and locked closed against a silicone gasket using a compression catch. The inner door follows the same specification as the external door, side hinged at the rear. When closed the door would seal against a silicone gasket and locked closed using a compression catch.
- Ventilated transfer guide from UKHSA: For ventilated pass boxes, there must be a pressure cascade from the pass box to the cabinet, such that any flow of air is back into the cabinet. Ventilated pass boxes must have dedicated manometers and be integrated into the automated fumigation cycle. Ventilated pass boxes must be fitted with HEPA filters, reflecting the arrangements for the main cabinet, there must be internal protection to the filter faces to prevent damage during the transfer of materials and equipment. There have been incidents with cable ties used for sealing waste bags penetrating the filter media. Suitable prefilter material has found to be effective in preventing such damage.
- Control Panel located to top of the cabinet, with front hinged door supported when open by two support stays. Fixed to the rear of the panel would be the main control PCB, with the touch control membrane positioned across the front.
- Simple to use integrated touch control LCD screen providing at a glance cabinet status, with the following control features:
  - Cabinet On/Off switch
  - Internal Lighting on/off switch
  - Alarm 'mute' switch (Audible alarm level >85dbA)
  - Fumigation switch to activate the internal dedicated socket
  - Work area pressure constantly displayed on the LCD screen
  - Additional feature included, on start-up, as a function test, the alarms will activate to confirm their operation, then auto reset when the operating limits are achieved.
- Internal lighting would be provided by externally positioned low energy LED lighting positioned under a removable cover across the top of the cab.
- Services - The following services are included in each cabinet, mounted in the side wall of the work area. These are subject to change
  - 6No 13amp IP 65 double sockets 4No; in upper part and 2No; in lower part
  - 1No 13amp IP65 dedicated single socket for fumigation, this is wired directly into the cabinet controls to allow the socket to be powered for 60 minutes when the fumigation button is pressed.
- Gauntlets 4No size 8 butyl gauntlets.
- Electrical fittings - All electrical services (i.e. socket supplies) would be fed through the cabinet body using special sealed connectors.
- Support Stand manufactured from mild steel hollow sections, fully welded to form a rigid structure and mounted on Lockable Castors.

Commissioning:

The services of qualified CAS engineers are included to carry out the testing of the safety cabinets and provide a certificate. Tests included are:

- DOP test on all HEPA filters
- DOP scan test (Positive pressure)
- Configuration and setting of instruments
- Alarm function test

• General Function test-air handling, gauntlets, doors, cabinet connectors
• General function test-electrical including PAT testing
• Breach velocity (>0.7m/s)
• Inlet HEPA filter airflow profiling Plus
• Pressure decay rate ≤10% loss of test overpressure of 500Pa in the whole enclosed system after 30 minutes.

ITEM 3 - Bespoke BioMAT 3 Class III Safety Cabinet 1,050mm wide (internal working width) Thimble Exhaust Type Microbiological Safety Cabinet with transfer hatches. (Spigot connection position & type to be determined).

Technical Specification:

- Design Criteria: BS EN 12469: 2000
- Cabinet body size: 1,050mm wide x 700mm deep x 1,760mm high (nominal)
- Overall width: 1,800mm including inlet filter & transfer hatches
- Transfer Hatches: Two @ 400mm wide x 400 mm deep x 700mm high
- Glove ports: 5No. 200mm diameter
- Working pressure: 250 Pa negative
- Hepa Filter Efficiency: Class H14 having a 99.995% MPPS efficiency. Being equal to DOP efficiency of 99.999%, EN1822 certified.

Cabinet construction materials:

- Main body manufactured from 3mm grade 316 stainless steel
- Top Module manufactured from 1.5mm mild steel
- Front control panel door manufactured from 1.5mm mild steel
- Lighting cover manufactured from 1.5mm mild steel
- Transfer Hatch manufactured from 2.0mm grade 316 stainless steel
- Inlet Filter housing manufactured from 1.5mm mild steel
- Front screen manufactured in 10mm thick clear cast acrylic.

Comprising:
All manufactured components would be fully welded, and joints ground smooth as necessary. On completion of manufacture all surfaces, internal and external would be epoxy powder coated white to RAL 9010.

- 2No: Vertical removable front screens glazed in 10mm thick clear cast acrylic with grade 316 stainless steel frame powder coated epoxy white. Retained in position by cam action compression clamps spaced to ensure that the silicone gasket forms a good seal onto the frame. Fitted into the screens would be 200mm diameter glove ports with reduced ‘O’ ring grooves to allow easier removal of gauntlets. The glove port would be arranged 3 No: in a line in lower screen and 2No: in a line in upper screen.
- Exhaust filter arrangement would comprise of two stage mini-pleat HEPA filters to Class H14 having anodised casings with stainless steel grids. The filter would be arranged with all the seals visible to the room.
- The top module located above the HEPA filters would be divided into two sections, the lower part being the plenum above the filters, with the Motorised shut-off damper mounted in the dividing plate. The upper section would incorporate the exhaust fan, with duct connection to open thimble exhaust system.
- The inlet filter arrangement would comprise of a single stage mini-pleat HEPA filter to Class H14 having anodised casing with stainless steel grids. The filter would be located on the left-

hand end of the cabinet body arranged with all the seals visible to the room. To provide a sealed inlet for decay testing the filters would be clamped in position by an inlet box fitted with a manual shut-off damper and disposable pre-filter.

- Fixed (non-removable) Perforated plate positioned centrally manufactured from grade 316 stainless steel with 140S polished finish, with100mm gap along the left wall and 60mm along the right-hand wall.
- Removable base drip tray to cover the base of the cabinet with a 15mm edge manufactured from grade 316 stainless steel with a240S polished finish.
- Transfer Hatches – Nominal size- 400mm wide x 400mm deep x 700mm high. passive type, fitted on the right-hand side end with a flat inner base recessed below the outer door seal. Stainless steel outer frame with cast clear acrylic vision panel hinged at the side and locked closed against a silicone gasket using a compression catch. The inner door would also be cast clear acrylic vision panel; side hinged at the rear. When closed the door would seal against a silicone gasket and locked closed using a compression catch. The upper hatch would be positioned 40mm from the cabinet front with lower hatch 160mm from the cabinet front.
- Control Panel located to top of the cabinet, with front hinged door supported when open by two support stays. Fixed to the rear of the panel would be the main control PCB, with the touch control membrane positioned across the front.
- Simple to use integrated touch control LCD screen providing at a glance cabinet status, with the following control features:
  - Cabinet On/Off switch
  - Internal Lighting on/off switch
  - Alarm ‘mute’ switch (Audible alarm level >85dbA)
  - Fumigation switch to activate the internal dedicated socket
  - Work area pressure constantly displayed on the LCD screen
  - Additional feature included, on start-up, as a function test, the alarms will activate to confirm their operation, then auto reset when the operating limits are achieved.
- Internal lighting to the upper and lower sections would be provided by externally positioned low energy LED lighting serviced externally.
- Services - The following services are included, mounted in the side wall of the work area.
  - Service plate: 365mm wide x 260mm high positioned at high level on t left side fitted with Roxtec multi sealable gland suitable for 8No: 10mm diameter tubes
  - 3No: Solenoid gas valves.
- Gauntlets: 5No. Size 8 Butyl.
- Electrical services (i.e. socket supplies) would be fed through the cabinet body using special sealed connectors
  - Internal: Total of No:8 - IP65 13amp sockets (either singles or doubles) No:1 Single IP65 13amp socket dedicated for fumigation only
  - External: Total of No:8 - IP65 13amp sockets (either singles or doubles) • Mounted on 4No: 100mm diameter castors, the front pair being lockable.

Commissioning:

The services of qualified CAS engineers are included to carry out the testing of the safety cabinets and provide a certificate. Tests included are:

• DOP test on all HEPA filters
• DOP scan test (Positive pressure)
• Configuration and setting of instruments
• Alarm function test
• General Function test-air handling, gauntlets, doors, cabinet connectors

• General function test-electrical including PAT testing
• Breach velocity (>0.7m/s)
• Inlet HEPA filter airflow profiling Plus
• Pressure decay rate ≤10% loss of test overpressure of 500Pa in the whole enclosed system after 30 minutes.

ITEM 4 - Bespoke BioMAT 3 Class III Safety Cabinet System comprising 2No interlinked 1,150mm wide (internal working width) Thimble Exhaust Type Microbiological Safety Cabinets (Spigot connection position & type to be determined).

Technical Specification:
- Design Criteria: BS EN 12469: 2000
- Cabinet body size: 1,150mm wide x 650mm deep x 1,100mm high
- Overall width: 2,450mm Max. (Nominal with outer doors closed) including central interlink door
- Transfer Doors: Two @ 460mm wide x 560mm high
- Central Door: One @ 460mm wide x 560mm high
- Glove ports: 2No. 150mm diameter per cabinet
- Working pressure: 250 Pa negative
- Hepa Filter Efficiency: Class H14 having a 99.995% MPPS efficiency. Being equal to DOP efficiency of 99.999%, EN1822 certified.

Cabinet construction materials:
- o Main bodies manufactured from 3mm grade 316 stainless steel
- o Top Module manufactured from 1.5mm mild steel
- o Front control panel doors manufactured from 1.5mm mild steel
- o Lighting covers manufactured from 1.5mm mild steel
- o Inner Link manufactured from 2.0mm grade 316 stainless steel
- o Inlet Filter housings manufactured from 1.5mm mild steel
- o Front screens manufactured in 10mm thick clear cast acrylic.

Comprising:
All manufactured components would be fully welded, and joints ground smooth as necessary. On completion of manufacture all surfaces, internal and external would be epoxy powder coated white to RAL 9010.
- Vertical removable front screen glazed in 10mm thick clear cast acrylic with grade 316 stainless steel frame powder coated epoxy white. Retained in position by cam action compression clamps spaced to ensure that the silicone gasket forms a good seal onto the frame. Fitted into the screen would be 2No. 150mm diameter glove ports with reduced 'O' ring grooves to allow easier removal of gauntlets. The glove port would be positioned on 520mm centres and 200mm to centre from cabinet base.
- Exhaust filter arrangement would comprise of two stage mini-pleat HEPA filters to Class H14 having anodised casings with stainless steel grids. The filter would be arranged with all the seals visible to the room. Positioned at outer end of the cabinets.
- The top module located above the HEPA filters would be divided into two sections, the lower part being the plenum above the filters, with the Motorised damper mounted in the dividing plate. The upper section would incorporate the exhaust fan, with duct connection to open thimble exhaust system.

- The inlet filter arrangement would comprise of stages of mini-pleat HEPA filter to Class H14 having anodised casing with stainless steel grids. The filter would be located at the inner end of each cabinet arranged with all the seals visible to the room. To provide a sealed inlet for decay testing the filters would be clamped in position by an inlet box fitted with a manual shut-off damper and disposable pre-filter.
- Access Doors: – Nominal size- 460mm wide x 560mm high, fitted on the end outer end panel. Stainless steel outer cast clear acrylic vision panel hinged at the rear side and locked closed against a silicone gasket using a compression catch. The inner door would also be stainless steel frame with cast clear acrylic vision panel; side hinged at the rear. When closed the door would seal against a silicone gasket and locked closed using a compression catch.
- Interconnecting Door: Nominal size- 460mm wide x 560mm high, fitted between the two cabinets and only being able to open into the left-hand constructed from a Stainless-steel outer with cast clear acrylic vision panel hinged at the rear side and locked closed against a silicone gasket using a compression catch.
- Control Panel located on top of the cabinet, with front hinged door supported when open by two support stays. Fixed to the rear of the panel would be the main control PCB, with the touch control membrane positioned across the front.
- Simple to use integrated touch control LCD screen providing at a glance cabinet status, with the following control features:
  - Cabinet On/Off switch
  - Internal Lighting on/off switch
  - Alarm 'mute' switch (Audible alarm level >85dbA)
  - Fumigation switch to activate the internal dedicated socket
  - Work area pressure constantly displayed on the LCD screen
  - Additional feature included, on start-up, as a function test, the alarms will activate to confirm their operation, then auto reset when the operating limits are achieved.
- Internal lighting would be provided by externally positioned low energy LED lighting positioned under a removable cover across the top of the cabinet body.
- Services - The following services are included in each cabinet, mounted in the side wall of the work area. These are subject to change.
  - 4No 13amp IP 65 double sockets in each cabinet
  - 1No 13amp IP65 dedicated single socket for fumigation, this is wired directly into the cabinet controls to allow the socket to be powered for 60 minutes when the fumigation button is pressed
  - 1No: Solenoid gas valve in each cabinet.
- Service plate: Not required.
- Gauntlets: 2No: Size 8 Butyl.
- Electrical fittings: All electrical services (i.e. socket supplies) would be fed through the cabinet body using special sealed connectors.
- Support stands not required, unit to be Bench mounted.

Commissioning:
The services of qualified CAS engineers are included to carry out the testing of the safety cabinets and provide a certificate. Tests included are:
- DOP test on all HEPA filters
- DOP scan test (Positive pressure)
- Configuration and setting of instruments
- Alarm function test

• General Function test-air handling, gauntlets, doors, cabinet connectors
• General function test-electrical including PAT testing
• Breach velocity (>0.7m/s)
• Inlet HEPA filter airflow profiling Plus
• Pressure decay rate ≤10% loss of test overpressure of 500Pa in the whole enclosed system after 30 minutes.

All prices include:

- Comprehensive project management with single point of contact
- End User Training (UK)
- 36 Month Warranty.

Catalogue No	Model	Item	Quantity	List Price	Quote Price	Total
CAS001-750000		W185408 - Bespoke BioMAT 3 Thimble Exhaust Class III Microbiological Safety Cabinet 1,000mm wide	[redacted]			
CAS001-72500		W185408 - Delivery, positioning, and commissioning				
CAS001-750000		W185411 - Bespoke BioMAT 3 Thimble Exhaust Class III Microbiological Safety Cabinet 1,800mm wide				
CAS001-716000		W185411 - Ventilated transfer hatch				
CAS001-72700		W185411 - Delivery, positioning, and commissioning				
CAS001-775000		W188930 - Bespoke BioMAT 3 Thimble Exhaust Class III Microbiological Safety Cabinet 1,050mm wide				
CAS001-770000		W188930 - Bespoke BioMAT 3 Thimble Exhaust Class III Double Microbiological Safety Cabinet System 1,150 mm wide interconnected				
CAS001-74100		W188930 - Delivery, positioning, and commissioning				
CAS001-70850		FACTORY ACCEPTANCE TEST (FAT)				

Delivery:	£0.00
Total:	£357,218.95

Part 2 – Call-Off Terms and Conditions

CUSTOMER

and

SUPPLIER

Call-Off terms and conditions for the supply of Goods and/or Services Lot 3.

10th October 2025

ORDER FORM REFERENCE: C394126

Contents

Call-Off Terms and Conditions

Between:

The Customer; and

The Supplier.

(the identities of the Customer and Supplier are set out in the Order Form)

Whereas:-

The Authority acts as the lead organisation on behalf its Member Institutions (as defined below) providing its Member Institutions with pre-tendered arrangements for a variety of goods and services.

The Authority issued a contract notice 2020/S 250-626758 on 23/12/20 in the Official Journal of the European Union seeking expressions of interest from potential suppliers for the provision of certain Goods and/or Services to Member Institutions and Participating Consortium (as defined below).

Following a tender process compliant with the requirements of the Public Contracts Regulations 2015, the Authority selected a group of suppliers to be eligible to provide the Goods and/or Services on a call-off basis and entered into individual framework agreements with those suppliers and this included the Authority and the Supplier entering into the Framework Agreement (as defined below).

Pursuant to the Framework Agreement, the Customer has appointed the Supplier to provide the Goods and/or Services in accordance with the Contract (as defined below).

These Call-off Terms and Conditions set out the terms and conditions for the provision of the Goods and/or Services and the obligations of the Supplier in the provision of the Goods and/or Services.

Now it is hereby agreed as follows:-

1. Definitions and Interpretation

In this Contract the following words and expressions shall have the following meanings:-

Authority means the London Universities Purchasing Consortium (company number 04784719);

ADR Notice has the meaning given in Clause 26.5;

Anti-Slavery Laws has the meaning given in Clause 28.1;

Brief means the Customer's requirements for the supply of the Goods and/or Services annexed to the Order Form and any changes to the same notified by the Customer to the Supplier from time-to-time;

Brexit means the earlier of (i) the point at which the United Kingdom is no longer bound to comply with the terms of the Treaties; or (ii) the point at which any phased transition arrangement agreed between the United Kingdom and the

European Union leading to the withdrawal of the United Kingdom from the European Union commences;

Call-Off KPIs means the key performance indicators set out in the Order Form;

Call-Off Terms and Conditions means the terms and conditions set out in this Contract, as referred to in the Framework Agreement;

Charges means the charges set out in the Order Form (and **Charge** or **Charge(s)** shall be construed accordingly);

Contract means the written agreement between the Customer and the Supplier consisting of the Order Form (and any appendices thereto), the Brief (annexed to the Order Form) and these Call-Off Terms and Conditions;

Contract End Date means the date detailed as such in the Order Form as such date may be extended pursuant to Clause 3.3 of this Contract;

Customer Liability Cap means the amount detailed as such in the Order Form;

Customer's IP means all Intellectual Property Rights in any Documentation provided by the Customer under the Contract;

Data Protection Legislation means the Data Protection Act 2018 and GDPR and any national implementing laws, regulations and secondary legislation (as amended or updated from time to time and any successor legislation to the GDPR or the Data Protection Act 2018);

Delivery Date(s) means the date(s) detailed as such in the Order Form;

Defect means any part or parts of the Goods that are defective or not in accordance with the Contract;

Defects Rectification Period means the period set out as such in the Order Form;

Dispute means any dispute or difference of whatsoever nature in relation to the formation, operation or interpretation of, or otherwise in connection with, or arising out of, the Contract;

Dispute Notice means a written notice of any Dispute, setting out the Dispute's nature and full particulars of the Dispute and which states it is a "Disputes Notice";

Documentation means any information or documents in any form whatsoever (including paper or electronic form), including drawings, technical software, images, designs or records;

EIR means the Environmental Information Regulations 2004;

FOIA means the Freedom of Information Act 2000;

Force Majeure Event has the meaning given in Clause 18.1;

Framework Agreement means the framework agreement for the supply of the Goods and/or Services made between the Authority (1) and the Supplier (2).

Framework Agreement KPIs means the key performance indicators set out in Schedule 8 to the Framework Agreement;

GBP means the United Kingdom Pound Sterling;

GDPR means the General Data Protection Regulation (EU 2016/679);

Good Industry Practice means the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the provision of Goods and/or Services similar to the Goods and/or Services under the same or similar circumstances as those applicable to this Contract;

Goods means the goods identified as such in the Order Form;

Intellectual Property Rights means all intellectual property rights anywhere in the world including domain names, patents, design rights, copyrights including rights in computer software and databases (including database rights), rights in source code, topography right, trademarks, trade names, logos, trade secrets and know-how, and any applications or the right to make applications for any of the above, existing now or at any time in the future and whether registered or registrable or not;

KPIs means the Framework Agreement KPIs and the Call-Off KPIs;

Law means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, any applicable judgment of a relevant court of law which is a binding precedent in England and Wales, or directives or requirements of any Regulatory Body;

Losses means all liabilities, costs, expenses, damages and losses including but not limited to any direct loss, indirect loss or consequential loss, loss of contribution to incidental costs, loss of profit or overheads, loss of reputation and all interest, penalties and legal costs;

Marketing Premium has the meaning given in the Framework Agreement;

Marketing Premium Rate has the meaning given in the Framework Agreement;

Member Institution has the meaning given in the Framework Agreement;

Mini Tender has the meaning given in the Framework Agreement;

Order means the order placed by the Customer to the Supplier in accordance with the Framework Agreement, which sets out the description of the Goods and/or Services to be supplied;

Order Form means the document used by the Customer to place the Order for this Contract;

Participating Consortium has the meaning given it in the Framework Agreement;

Personnel means those personnel of the Supplier as shall be appointed by the Supplier to supply the Goods and/or Services in accordance with the Contract including the Supplier's employees and subcontractors;

Premises means the premises detailed as such in the Order Form;

Project IP means all Intellectual Property Rights in any Documentation provided by the Supplier under the Contract and all other Intellectual Property Rights created or discovered by the Supplier as a result of, for or in connection with the performance of its obligations under the Contract, but excluding Supplier's Background IP;

PCR means the Public Contracts Regulations 2015;

Regulatory Body means any government department and regulatory, statutory and other entity, committee, ombudsman and/or body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer;

Returning Employees has the meaning given in 0.

Schedule(s) means any one or more of the schedules attached to these Call-Off Terms and Conditions;

Services means the services identified as such in the Order Form

Services Commencement Date means the date detailed as such in the Order Form;

Services End Date means the date detailed as such in the Order Form;

Supplier Liability Cap means the amount detailed as such in the Order Form;

Supplier's Background IP means all Intellectual Property Rights existing prior to the date of the Contract and used by the Supplier for or in connection with the performance of its obligations under the Contract;

Supply Rates means the rates set out in Schedule 2 of the Framework Agreement as may be amended pursuant to the procedures set out in Schedule 2;

Term means the period from the date of the Contract up to and including the earliest of:

the Contract End Date; or

the date the Contract is terminated in accordance with Clause 1

Third Party Agreements has the meaning given in Clause 6.9;

Treaties means those referred to in section 2 of the European Communities Act 1972;

Value Added Tax means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994; and

Variation has the meaning given in Clause 1.

In these Call-Off Terms and Conditions unless the context otherwise requires:

1.1.1. clause headings are inserted for convenience only and shall not affect the construction and interpretation of this Contract and all references to Clauses, Sub-clauses, or Schedules are to Clauses and Sub-clauses of, and Schedules to, these Call-Off Terms and Conditions; and

1.1.2. words denoting the singular number include the plural and vice versa; and

1.1.3. words denoting the masculine include the feminine and vice versa; and

1.1.4. references to persons include reference to bodies corporate and unincorporate; and

1.1.5. references to statutes or statutory instruments or any Law are to be construed as references to any consolidation, modification, extension, amendment, replacement or re-enactment of them from time to time and any subordinate legislation under it.

2. Contract Documents

2.1. The Contract consists of the following documents:

2.1.1.1. these Call-Off Terms and Conditions;

2.1.1.2. the Schedule(s) to these Call-Off Terms and Conditions;

2.1.1.3. the Order Form (and any appendices thereto); and

2.1.1.4. the Brief (annexed to the Order Form).

2.2. The Contract is made pursuant to the Framework Agreement.

2.3. In the event of any inconsistency or conflict between the Framework Agreement and the Contract, the Framework Agreement shall prevail.

2.4. Save in respect of the Framework Agreement, the Contract supersedes all other oral and/or written communications, representations, agreements or undertakings between the parties.

3. Appointment

3.1. The Customer appoints the Supplier as the supplier of the Goods and/or Services set out in the Order Form.

3.2. The Contract shall take effect on and from the date of the Contract and shall expire automatically at the end of the Term.

3.3. The Customer may, by giving written notice to the Supplier not less than 3 (three) month(s) before the Contract End Date, extend the Contract End Date for any further period or periods specified in the Order Form provided that the total Term does not exceed 4 (four) years. The provisions of the Contract will apply throughout any such extended period.

3.4. Any omission on the part of the Customer to inspect, review or disapprove shall not diminish or relieve the Supplier from any of its obligations or responsibilities under or in connection with the Contract.

3.5. The Supplier shall be responsible for the accuracy of all drawings, documents and information supplied to the Customer by the Supplier in connection with the supply of the Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions.

4. No Partnership or Agency

4.1. Nothing in this Contract is intended to, or shall be deemed to:

4.1.1. establish any partnership or joint venture between any of the parties;

4.1.2. constitute any party as the agent of another party; or

4.1.3. authorise any party to make or enter into any commitments for or on behalf of any other party.

4.2. The Supplier confirms it is acting on its own behalf and not for the benefit of any other person.

5. Non Exclusivity

The Supplier acknowledges that, in entering the Contract, no form of exclusivity has been granted by the Customer for the supply of any Goods and/or Services and that the Customer is at all times entitled to enter into other contracts and arrangements with any other suppliers for the supply of any Goods and/or Services which are the same or similar to that which the Supplier may supply.

6. Supply of the Goods and/or Services

6.1. The Supplier warrants to the Customer that:

6.1.1.1. it shall and shall continue to supply the relevant Goods and/or Services diligently and in accordance with the Contract and in compliance with all applicable Laws and Good Industry Practice;

6.1.1.2. it has exercised and shall continue to exercise in the performance of all its duties under the Contract all the skill, care and diligence reasonably to be expected of a properly qualified and competent supplier experienced in the supply of Goods and/or Services of a similar nature to the Goods and/or Services;

6.1.1.3. it shall supply the relevant Goods and/or Services in such a manner and at such times so that no act, omission or default of the Supplier shall cause or contribute to any breach of Law;

6.1.1.4. it shall supply the relevant Goods and/or Services in compliance with all reasonable instructions given in writing under or in connection with the Contract;

6.1.1.5. it shall at all times observe and provide the Goods and/or Services in accordance with the KPIs;

6.1.1.6. all relevant Goods supplied by the Supplier shall:

6.1.1.6.1. be fit for the purpose specified in the Brief;

6.1.1.6.2. be new, undamaged and free from defects in design, material and workmanship;

6.1.1.6.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 as amended);

6.1.1.6.4. be properly packaged to survive transit and storage without damage, clearly labelled and addressed; and

6.1.1.6.5. otherwise comply with all applicable Laws.

6.2. Upon delivery of the Goods, the Supplier shall provide the Customer with a delivery note specifying any relevant details to the site contact (to be provided by the supplier to the customer).

6.3. Notwithstanding the provisions of Clause 6.6, the Customer shall be entitled to reject the Goods by notice to the Supplier within 30 (thirty) days of delivery to the Premises if they do not comply with the terms of the Contract. Any rejected Goods shall be returned to the Supplier at the Supplier's risk and expense and the Supplier shall be required to deliver replacement Goods to the Customer within 15 (fifteen) days of receipt of the Customer's rejection notice, at no extra cost to the Customer. A Customer's right to reject under this Clause 6.3 shall apply equally to any Goods replaced hereunder.

6.4. No failure by a Customer to reject the relevant Goods under Clause 6.3 shall constitute acceptance or acknowledgment by the Customer of the relevant Goods or the condition in which they were delivered, or in any way diminish or relieve the Supplier from any of its obligations or responsibilities under or in connection with the Contract.

6.5. Notwithstanding Clause 6.6, during the Term and the applicable Defects Rectification Period, the Supplier shall make good any Defect(s) discovered in the Goods (by replacement or otherwise) at its own cost and expense within 30 (thirty) days (or such other time period as may be agreed between the relevant Customer and the Supplier) of receiving notice from the Customer regarding the Defect, provided always that such Defect did not arise as a result of the Customer using the Goods other than in accordance with their proper usage. If the Supplier fails to comply with its obligations under this Clause 6.5, the Customer shall be entitled to engage another supplier to make good any Defect(s) discovered in the relevant Goods and the Customer shall be entitled to recover the cost of doing so from the Supplier as a debt.

6.6. Title to the Goods (or part thereof) shall pass to the Customer upon the earlier of:

6.6.1. delivery of the Goods (or part thereof) to the Premises in accordance with the Contract; or

6.6.2. payment for the Goods (or part thereof) in accordance with the Contract.

6.7. If title to the Goods (or part thereof) passes to the Customer prior to delivery, the Supplier shall arrange for the Goods to be marked as the Customer's property and shall ensure that they are stored and handled separately from other goods.

6.8. Risk of loss or damage to the Goods (or part thereof) shall pass to the Customer when title to the relevant Goods (or part thereof) passes to the Customer pursuant to Clause 6.7 of the Goods (or part thereof) to the Premises in accordance with the Contract, save to the extent that any loss or damage to the Goods (or part thereof) which occurs after title to the Goods (or part thereof) has passed to the Customer is attributable to an act of the Supplier or its Personnel.

6.9. The Supplier shall have regard to all obligations on the part of the Customer in any third party agreements or in any other documentation relating to the Contract to which the Customer is a party to and of which copies (subject to the deletion of any confidential information therein) have been provided by or on behalf of the Customer (**Third Party Agreements**). The Supplier warrants and undertakes to the Customer that the Supplier will supply the relevant Goods and/or Services and will perform its obligations under the Contract in such a manner and at such times that no act, omission or default of the Supplier shall cause or contribute to any breach by the Customer of any of its obligations under the Third Party Agreements or other documentation mentioned in this Clause 6.9.

6.10. If the Supplier becomes aware of any matter that may impact on its ability to deliver the relevant Goods and/or Services in accordance with the Contract, it must immediately notify the Customer and shall propose and, if accepted by the Customer, implement any measures which may be practical to overcome or reduce any adverse impact on the Customer. The Supplier shall bear the cost of implementing such measures.

6.11. The Supplier shall comply with the provisions of Schedule 5 of the

Call Off Terms and Conditions, Key Performance Indicators.

7. Variations to the Contract

7.1. The parties acknowledge that the Customer may, at any time:

7.1.1. instruct the Supplier to add or omit any Goods and/or Services to or from that which is being supplied under the Contract; or

7.1.2. instruct a change to the Brief annexed to the Order Form,

(a **Variation**)

provided always that such Variation shall not amount to a substantial variation for the purposes of regulation 72 of PCR (which the Customer shall determine in its sole discretion).

7.2. If any Variation instructed by the Customer shall:

7.2.1. in respect of the Goods and/or Services being supplied under the Contract, increase or decrease the relevant Charge(s); and/or

7.2.2. in respect only of the Goods being supplied under the Contract, affect the Supplier's ability to supply the Goods by the relevant Delivery Date(s).

7.2.3. the Supplier shall submit a quotation to the Customer within [10] ([ten]) days of the Variation instruction setting out the proposed increase or decrease to the relevant Charge(s) (calculated solely on the basis of the Supply Rates) [and, where Clause applies, the proposed extension(s) to the relevant Delivery Date(s)].

7.3. Within 10 (ten) days of receipt of a Supplier's quotation pursuant to Clause 1, the Customer shall either accept the quotation, in which case the relevant Charge(s) and Delivery Date(s) (if applicable) shall be adjusted accordingly or withdraw the Variation instruction.

7.4. Until the Supplier's quotation is accepted in accordance with Clause 1, the Supplier shall continue to perform its obligations under the Contract as if the Variation had not been instructed and the Supplier agrees that the preparation of a quotation to be provided under Clause 1 will not cause any delay to the supply of the relevant Goods and/or Services.

7.5. The Supplier shall have no entitlement to any increase in the relevant Charge or any extension(s) to the relevant Delivery Date(s) where it complies with a Variation instruction prior to its quotation being accepted in accordance with Clause 1.

7.6. The Customer shall be entitled to refuse any Variation which does or could amount to a substantial variation for the purposes of regulation 72 of PCR.

7.7. The Supplier may request, in writing, a variation to the Charge(s) in the event there is a change in Law which was not reasonably foreseeable prior to the date of the Contract which impacts on the Charge under the Contract. If the Supplier so requests a variation, the parties shall meet within 10 (ten) days of the date of such written request and shall agree any changes to the Charge in writing.

7.8. The Supplier and Customer acknowledge that in the event that the Supply Rates are amended in accordance with the procedures set out in Schedule 2 of the Framework Agreement, such amendments shall not apply to the Charge under this Contract unless agreed otherwise in writing between the parties and the Authority (in accordance with paragraph 8 of Schedule 2 of the Framework Agreement).

8. Payment of the Charge(s) and the Marketing Premium

Payment of the Charge(s)

8.1. The Customer shall pay the Supplier the Charge(s) as stated in Order Form as full remuneration for the supply of the Goods and/or Services in accordance with the Contract.

8.2. Each Charge is fully inclusive of all costs and expenses of every kind incurred by the Supplier in connection with the supply of the Goods and/or Services.

8.3. For the avoidance of doubt each Charge shall be exclusive of Value Added Tax. The Customer shall account for and pay the total amount of Value Added Tax properly due thereon.

8.4. The Charge(s) shall be paid to the Supplier in accordance with any stages set out in the Order Form and within 30 (thirty) days of receipt of properly rendered invoice(s) in accordance with Clause 1.

8.5. The Supplier shall submit invoices to the Customer in respect of any of the Charge(s) properly due to the Supplier under the Contract and all invoices submitted by the Supplier shall show amounts due.

8.6. Where any sum due under the Contract is not paid in full by the relevant due date, the Supplier shall be entitled (without prejudice to any other right or remedy) to suspend performance of its obligations under the Contract, provided that the Supplier shall give the relevant Customer not less than 14 (fourteen) days' notice of its intention to suspend performance of its obligations under the Contract and stating the ground(s) on which it intends to suspend performance. The right to suspend performance shall cease when the Customer makes payment in full of the amount due. Any period during which performance is suspended shall be disregarded for the purposes of any contractual time limit the time taken by the Supplier to supply the relevant Goods and/or Services.

8.7. If the Customer fails to pay an amount due to the Supplier by the relevant due date, simple interest shall be added to the unpaid sum from the final date for payment until the actual date for payment. Such interest shall be calculated on a daily basis at the annual rate of 8% above the Bank of England base rate, together with any fixed charges, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the late payment of Commercial Debts Regulations 2013.

8.8. The Supplier acknowledges and agrees that the Authority, or any other Participating Consortia or any Member Institution has no liability to the Supplier for the payment of any Charges due to the Supplier pursuant to the Contract, unless the Authority or such Participating Consortia or Member Institution is the Customer under the Contract.

Payment of the Marketing Premium

8.9. The parties acknowledge that where the Customer is a Member Institution, the Supplier shall pay the Marketing Premium in accordance with the provisions of the Framework Agreement and that the Marketing Premium Percentage may be amended during the Term in accordance with Clause 9.14 of the Framework Agreement.

9. Set Off

9.1. The parties acknowledge that the Customer may at any time, without notice to the Supplier, set-off any liability owed by the Supplier to the Customer against any liability owed by the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated and whether or not liability arises under the Contract. Any such exercise of set-off by the Customer shall not limit or affect any of the Customer's rights or remedies available under this Contract.

9.2. For the avoidance of doubt, all amounts due from the Supplier to the Customer under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding by the Supplier.

10. Personnel

10.1. The Supplier warrants to the Customer that all of the Supplier's Personnel shall at all times have the necessary qualifications and experience to perform their duties as required under the Contract.

10.2. The Supplier warrants to the Customer that all of the Supplier's Personnel shall at all times have the necessary qualifications and experience to meet the standards offered by the Supplier under the Contract.

10.3. The Supplier shall provide such details of its Personnel that may require access to the Premises to perform their duties as required under the Contract as are reasonably requested in writing by the Customer.

10.4. The Supplier shall ensure that when on the Premises, its Personnel at all times comply with all Laws and other requirements that may be in force from time to time in relation to the Premises.

10.5. The Customer may request in writing the removal of any Supplier's Personnel, where in the Customer's reasonable opinion such Personnel's performance or conduct is or has been unsatisfactory. The Supplier shall promptly remove and replace such Personnel at the Supplier's own cost and expense.

11. Premises

11.1. The Customer grants the Supplier a non-exclusive licence to access the Premises, as may be reasonably required for the sole purpose of performing its obligations under the Contract.

11.2. The Supplier shall co-operate with all other suppliers or personnel who may also have access to the Premises.

11.3. At the end of the Term, the Supplier shall:

11.3.1. remove from the Premises all the Supplier's equipment and unused materials;

11.3.2. clear away all rubbish arising out of or in connection with the supply of the relevant Goods and/or Services; and

11.3.3. leave the Premises in a clean and tidy condition to the Customer's reasonable satisfaction.

11.4. If the Supplier fails to comply with Clause 1 the Customer may remove and dispose of the Supplier's equipment and unused materials and clear away and clean the Premises as required by Clauses and the Customer shall be entitled to recover the cost of doing so from the Supplier as a debt.

11.5. Where the Supplier leaves any equipment or materials on the Premises during the Term, it does so at its own risk and the Customer shall have no liability to the Supplier in relation to such equipment or materials.

12. Assignment and Sub-contracting

12.1. Subject to Clause 12.2, the Supplier shall not assign, charge or transfer any right or obligation under this Contract or in any way deal or part with its interest in this Contract or any part of it to any person, without the Customer's prior written consent, which shall not be unreasonably withheld (provided always that the Customer shall be entitled to refuse to consent to any assignment, charge or transfer which could or does breach any regulation(s) of the PCR).

12.2. The Supplier shall not sub-contract to any person the performance of any of its obligations under this Contract:

12.2.1.1. except with the Customer's prior written consent, such consent not to be unreasonably withheld;

12.2.1.2. if any such sub-contracting would be inconsistent with the Supplier’s tender in the Original Tender Process and/or the Mini Tender; and

12.2.1.3. if any such sub-contracting could or would in the sole opinion of the Customer breach any regulation(s) of the PCR.

12.3. If the Customer consents to the Supplier to sub-contract, then the Supplier shall co-ordinate and integrate such services provided by the sub-supplier with his own and no sub-contracting by the Supplier and no consent by the Customer shall in any way relieve the Supplier from any liability or obligation in respect of the performance of its obligations under this Contract.

12.4. The Customer may at any time assign by absolute legal assignment the benefit of all the Supplier's obligations and the entire benefit arising under or out of this Contract to

12.4.1. any Contracting Authority (as defined in the PCR);

12.4.2. any other body established by the Crown or under statue to substantially perform any of the functions that had previously been performed by the Customer;

12.4.3. any private sector body which substantially performs the functions of the Customer provided that any such assignment shall not increase the Supplier's obligations under the Contract.

12.5. If the Supplier sub-contracts the Contract in accordance with this Clause 12, the sub-contract must be entered into on equivalent and no less onerous terms than the terms of this Contract.

13. Intellectual Property Rights

13.1. Any Customer's IP shall remain vested in the Customer and the Customer shall grant the Supplier an irrevocable, transferable, non-exclusive, royalty free licence to use such IP for the purpose of performing its obligations under this Contract.

13.2. The Project IP shall immediately vest in the Customer upon its creation or discovery and the Customer shall grant the Supplier an irrevocable, transferable, non-exclusive, royalty free licence to use the Project IP for the purpose of performing its obligations under this Contract.

13.3. The Supplier's Background IP shall remain vested in the Supplier and the Supplier shall grant the Customer an irrevocable, transferable non-exclusive, royalty free licence to use the Supplier's Background IP for any purpose related to this Contract and the Goods and/or Services supplied hereunder.

13.4. The licences granted under this Clause include a right to sub-licence.

13.5. All royalties or other sums payable in respect of the supply and use of any patented article, processes or inventions required for and in relation to the performance of the Supplier's obligations under this Contract shall be paid by the Supplier.

13.6. The Supplier shall not be liable for any use of the Supplier's Background IP or Project IP other than that for which they were prepared.

14. Confidentiality and publicity

14.1. Subject to Clauses, the Supplier will keep confidential all financial information, supplier lists, manuals, software (including its source code), trade secrets, business forecasts, specifications, correspondence, books, records, documents, agreements, photographs, quotations, invoices, files, plans, drawings, any other similar material or information relating in any way to this Contract, and/or the business of the Customer. The Supplier will not disclose details of these to any person, other than to its professional advisers, insurers and the Supplier's Personnel, without the consent of the Customer, and then only insofar as such disclosure is necessary for the effective performance of the Supplier's obligations under this Contract. The provisions of this Clause will continue to apply notwithstanding any novation and/or termination of this Contract for any reason and notwithstanding the completion of the performance of the Supplier's obligations under this Contract.

14.2. The Supplier shall not be liable for the disclosure of any confidential material which is referred to in Clause 1 which:

14.2.1.1. is or becomes available to the public, other than by means of a breach of this Contract; or

14.2.1.2. is required by Law to be disclosed.

14.3. The Supplier shall not, without the Customer's prior written consent, use the Customer's corporate name or any other unnamed trademark associated with the Customer for any purpose, including but not limited to by illustration, advertising, publicising, marketing or selling services and/or products, except as may otherwise be required by Law. In that event, the Supplier shall provide the Customer with written notice of such request as soon as reasonably practicable, sufficient to allow the Customer an opportunity to object prior to such disclosure.

14.4. Notwithstanding the provisions in this Clause 14 and Schedule 4 (Data Protection), the parties shall comply with the Data Protection Legislation.

14.5. To the extent there are any inconsistencies and/or conflicts between this Clause 14 and any separate confidentiality agreement entered into between the Authority and the Supplier (pursuant to the Original Tender Process) and/or between the Customer and the Supplier, the terms of any such confidentiality agreement(s) will prevail.

15. Freedom of Information

15.1. The Supplier acknowledges that the Customer is subject to the FOIA and the EIR and the Supplier shall, at its cost, use all reasonable endeavours and take all necessary steps to assist the Customer in complying with the FOIA and/or the EIR.

15.2. If the Supplier receives a 'request' from any third party (as that term is defined in the FOIA and the EIR, as applicable), it shall immediately provide the Customer with a written copy of that request.

15.3. The Supplier shall ensure that the provisions of this Clause are included in any subcontract it enters into in respect of this Contract.

16. Insurance

16.1. The Supplier warrants that it currently maintains and shall continue to maintain:

16.1.1. professional indemnity insurance;

16.1.2. product liability insurance;

16.1.3. public liability insurance; and

16.1.4. employer's liability insurance,

for the periods set out in Clause 16.1 of the Framework Agreement, all with a well-established and reputable insurance office or underwriter of repute carrying on business in the United Kingdom and the European Union with a limit and basis of indemnity as set out in Article 3 of the Memorandum of Agreement in the Framework Agreement for each and every claim provided always that such insurance is generally available in the United Kingdom and the European Union to the business of the Supplier at commercially reasonable rates and terms. The Supplier shall immediately inform the Customer if such insurance ceases to be generally available at commercially reasonable rates and terms and for the avoidance of doubt it is hereby agreed and declared that any increased or additional premium required by insurers by reason of the Supplier's own claims record or other acts, omissions, matter or things particular to the Supplier shall be deemed to be within commercially reasonable rates.

16.2. As and when the Supplier is reasonably requested in writing to do so by the Customer, the Supplier shall produce for inspection sufficient documentary evidence in the form of a standard insurance broker's certificate that the insurance required is being maintained in accordance with the terms of this Contract. If the Supplier fails to supply the relevant evidence, the Customer shall be at liberty to effect such insurance cover as it deems necessary at the Supplier's cost.

16.3. The Supplier shall not, once a claim of this Contract has been notified to it, voluntarily do anything which would reduce or tend to reduce the scope of indemnity under its insurance policies or the amount of indemnity monies which will be available thereunder were the claim against it to succeed in full.

17. Suspension and/or Termination

17.1. The Customer may, in addition to any other rights and remedies which it may have, by giving not less than 7 (seven) days' written notice to the Supplier, suspend or terminate the Supplier's appointment under this Contract. If the Supplier's appointment is suspended pursuant to this Clause then the Customer may, by giving not less than 7 (seven) days' written notice, require the Supplier to resume performance at any time within a period of 6 (six) months from the date of suspension. The Supplier shall use all reasonable endeavours to resume performance of its obligations under this Contract as soon as possible after receipt of the Customer's written notice. If the Customer has not required the Supplier to resume performance within such period, then the Supplier's appointment under this Contract shall be deemed to have been terminated.

17.2. The Customer or the Supplier may suspend and/or terminate the Supplier's appointment under this Contract upon serving written notice on the other in the event that:

17.2.1.1. the other is in breach of this Contract in any material respect and the other has failed within 30 (thirty) days of the service of the other's written notice to remedy such breach or breaches; and/or

17.2.1.2. distress or execution is levied or threatened upon any of the other's property or any judgement against the other remains unsatisfied for more than 14 (fourteen) days or the other (being an individual) is bankrupt or unable to pay his debts or seeks an arrangement with his creditors, or the other (being a company) has an administrator appointed of it or a receiver or manager or administrative receiver is appointed of it or any of its assets or it enters into liquidation or it proposes or makes any voluntary arrangement with its creditors; any petition is presented or any resolution passed or any steps or proceedings taken which may lead to any of the foregoing occurrences; the other ceases to carry on business; and/or

17.2.1.3. if any of the termination provisions of regulation 73(1) of PCR apply.

17.3. The Customer may terminate this Contract in accordance with

17.3.1. Call Off (Anti-bribery and Corruption); or

17.3.2. Member Institute KPIs).

17.4. The Supplier's appointment under this Contract shall be immediately terminated upon termination of the Framework Agreement.

17.5. Suspension or termination of the Supplier's appointment under this Contract, howsoever arising, shall be without prejudice to the rights and remedies of either of the parties in relation to any negligence, omission or default of the other prior to such termination.

17.6. If the Supplier's appointment under this Contract has been suspended or terminated by the Customer or terminated by the Supplier then:

17.6.1. after suspension or termination of the Supplier's appointment under this Contract, the Supplier shall immediately provide to the Customer copies of all Documentation for and in relation to this Contract which has been prepared by it or on its behalf or is in its possession;

17.6.2. the Supplier shall be entitled to send an invoice to the Customer for all outstanding Charges earned by the Supplier for the Services properly performed (whether wholly or in part) and Value Added Tax due thereon;

17.6.3. the Customer shall not be liable for any Losses howsoever arising out of or in connection with the suspension or termination of this Contract;

17.6.4. pursuant to the terms of this Contract, the Customer shall pay to the Supplier any instalments of any Charge and any other amounts which have accrued due prior to the date of suspension or termination, together with a proportion of the next following instalment of any Charge commensurate with the Services properly performed up to the date of suspension or termination carried out prior to the date of suspension or termination; and

17.6.5. the Customer shall be entitled to send an invoice to the Supplier for all outstanding amounts in relation to the Marketing Premium and Value Added Tax due thereon.

17.7. If the Supplier's appointment under this Contract has been suspended or terminated by the Customer pursuant to Clause 17.3 or 17.4:

17.7.1. after termination of the Supplier's appointment under this Contract, the Supplier shall immediately provide the Customer with copies of all Documentation for and in relation to this Contract which has been prepared by it or on its behalf or is in its possession;

17.7.2. the Customer shall not be liable for any Losses howsoever arising out of or in connection with the suspension or termination of this Contract; and

17.7.3. the Customer shall be entitled to send an invoice to the Supplier for all outstanding amounts in relation to the Marketing Premium and Value Added Tax due thereon.

18. Force Majeure

18.1. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract (except in relation to payment) if such delay or failure result from events, circumstances or causes beyond its reasonable control (**Force Majeure Event**).

18.2. In such circumstances the relevant party shall use all reasonable endeavours to mitigate any such delays and the time for performance shall be extended by a period equivalent to the period during which the performance of the obligation has been delayed or railed to be performed by the Force Majeure Event or the affected party shall be entitled to a reasonable extension of time for performing such obligations.

19. Communications

19.1. Except as otherwise provided for in this Contract, all notices or other communications under or in respect of this Contract to either party must be in writing and shall be deemed to be duly given or made when delivered, in the case of personal delivery or sent by prepaid recorded delivery or registered post, or when posted, deemed to have been received 48 (forty-eight) hours after the same shall have been posted, or when despatched, in the case of fax or e-mail, to the party addressed to him at the address stated or such other address as such party may by notice in writing nominate for the purpose of service.

19.2. A written notice includes a notice by fax or e-mail (confirmed in either case by letter). A notice or other communication received on a non-working day or after normal business hours in the place of receipt, shall be deemed to be given or made on the next following working day in that place.

19.3. Any written notice provided under Clause 19.1 shall be sent:

19.3.1. in the case of the Customer, as set out in the relevant Order Form; and

19.3.2. in the case of the Supplier, as set out in the relevant Order Form.

19.4. Either party may change its respective notice correspondence information referred to in Clause 19.3 by prior written notice to the other party.

20. **Indemnities**

20.1. The Supplier shall indemnify and keep indemnified in full the Customer from and against all Losses suffered or incurred by the Customer arising out of or in connection with:

20.1.1. the Supplier infringing or being held to infringe any Intellectual Property Rights in the performance of the Supplier's obligations under this Contract;

20.1.2. the Customer infringing or being held to infringe any Intellectual Property Rights through the use of the Supplier's Background IP, the Project IP or the relevant Goods and/or Services;

20.1.3. any wilful act, breach or negligent performance or non-performance of its obligations under this Contract by the Supplier;

20.1.4. subject to the provisions of Clause 21.2.1, the death or personal injury of any person or physical damage to any property attributable to the Supplier's performance or non-performance of its obligations under this Contract; and/or

20.1.5. any breach by the Supplier of its obligations pursuant to 0 (Data Protection) of this Contract.

20.2. The indemnities shall not apply to the extent that the relevant Losses are attributable to the Customer's breach, wilful act or negligent performance or non-performance of this Contract.

21. Limit of liability

21.1. Except where expressly stated elsewhere in this Contract:

21.1.1. the Supplier's total liability to the Customer for all losses howsoever arising under, for breach of, or in connection with this Contract is limited to, and shall not exceed the Supplier Liability Cap in the aggregate.

21.1.2. the Customer's total liability to the Supplier for all losses howsoever arising under, for breach of, or in connection with this Contract is limited to, and shall not exceed the Customer Liability Cap in the aggregate; and

21.1.3. neither party shall be liable to the other for any indirect loss or consequential loss, loss of contribution to incidental costs, loss of profit or overheads or loss of reputation, howsoever arising under, for breach of, or in connection with this Contract.

21.2. Nothing in this Contract shall limit or exclude:

21.2.1. either party's liability to the other for death or personal injury resulting from that party's negligence; or

21.2.2. any damage or liability incurred by either party as a result of fraud or fraudulent misrepresentation by the other.

22. Anti-bribery and Corruption

The parties shall comply with in relation to anti-bribery and corruption.

23. Data Protection

The parties shall comply with 0 in relation to data protection.

24. Conflicts of interest

24.1. The Supplier may not, without the Customer's prior written consent, be directly or indirectly engaged, concerned or have any financial interest in any capacity with the Customer.

24.2. The Supplier shall promptly notify the Customer in writing of any actual or potential conflict of interest which arises during the Term and the Customer shall be entitled to require the Supplier to take such reasonable steps to remedy any conflict of interest as are reasonably required by the Customer.

25. The UK's decision to leave the European Union

25.1. Neither Brexit, nor any fluctuations in the GBP exchange rate (whether resulting directly or indirectly from Brexit), shall affect in any way the obligations of either party under this Contract and neither party shall be entitled to rely on Brexit and/or any fluctuations in the GBP exchange rate to make any claim against the other, whether for additional time, money or otherwise, on any basis, including for the avoidance of doubt in contract, tort or equity.

25.2. An event of Brexit and/or any fluctuations in the GBP exchange rate (whether resulting directly or indirectly from Brexit) shall not permit either party to vary and/or to terminate this Contract (or any part of this Contract) save where that party is otherwise entitled to vary and/or terminate the Contract (or any part of this Contract).

25.3. Both parties acknowledge that they have assessed the potential impact of Brexit on their ability to perform their obligations under this Contract and have taken all associated risks into account when entering into this Contract.

25.4. Both parties acknowledge and agree that any impact of Brexit on their ability to perform their obligations under this Contract shall not be deemed to be a Force Majeure Event for the purposes of Clause 18 of this Contract.

26. Dispute Resolution

26.1. If a Dispute arises in respect of this Contract then the procedure set out in this Clause 26 shall apply.

26.2. In the event of a Dispute, either party shall serve on the other party a Dispute Notice, together with any relevant supporting documentation.

26.3. Following the service of any Dispute Notice pursuant to Clause 26.2, Contract Manager of the Customer and Contract Manager of the Supplier shall use reasonable endeavours to resolve the Dispute, in good faith.

26.4. If the Contract Manager of the Customer and Contract Manager of the Supplier are for whatever reason unable to resolve the Dispute within 30 (thirty) days of service of the relevant Dispute Notice, the Dispute shall be referred to the Legal Team of the Customer and the Legal Team of the Supplier who shall use reasonable endeavours to resolve the Dispute, in good faith.

26.5. If the Legal Team of the Customer and the Legal Team of the Supplier are for whatever reason unable to resolve the Dispute within 30 (thirty) days of the Dispute being referred to them pursuant to Clause 26.4, the parties will seek to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. The Mediator shall be nominated by CEDR Solve, unless otherwise agreed (in writing) between the parties. To initiate the mediation, a party must provide a written notice (**ADR Notice**) to the other party to the Dispute, requesting mediation. A copy of any such ADR Notice must be sent to CEDR Solve. The mediation will not start later than 15 (fifteen) after the date of the ADR Notice and the party providing the ADR Notice shall be responsible for all costs associated with the provision of such ADR Notice (subject to any agreement made between the parties in relation to costs associated with such mediation).

26.6. In the event that:

26.6.1. the Dispute is not resolved within 30 (thirty) days after the service of an ADR Notice; or

26.6.2. either party fails to participate or fails to continue to participate in the mediation before the expiry of such 30 (thirty) days; or

26.6.3. the mediation terminates before the expiry of such 30 (thirty) days,

the Dispute shall be referred to the Courts of England and Wales in accordance with Clause 34 of this Contract.

26.7. No party may commence any court proceedings under Clause 34 of this Contract in relation to the whole or any part of a Dispute until 60 (sixty) days after the service of the ADR notice (provided that the right to issue proceedings is not prejudiced by a delay).

27. Records and Audit Access

27.1. The Supplier shall keep and maintain until 6 (six) years after the date of the end of the Term, full and accurate records and accounts of the operation of this Contract including but not limited to the Goods and/or Services provided under it in accordance with good accountancy practice.

27.2. The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of 6 (six) years after the date of the end of the Term to the Customer and/or the auditor and/or any statutory body entitled by Law on written request and shall provide the Customer and/or the auditor and/or any statutory body entitled by Law access to such records and accounts as may be required from time to time.

27.3. Subject the provisions of relevant Clauses, the Supplier shall on written request provide the auditor with all reasonable co-operation and assistance in relation to each audit, including:

27.3.1.1. all information requested by the auditor within the scope of the audit;

27.3.1.2. reasonable access to sites controlled by the Supplier and to equipment and materials used in the provision of the Goods and/or Services; and

27.3.1.3. access to the Supplier's Personnel.

27.4. The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause unless the audit reveals a material breach by the Supplier of good accountancy practice and/or this Contract, in which case the Supplier shall reimburse the Customer for the reasonable costs it incurs in relation to the audit.

28. Compliance with Anti-Slavery and Human Trafficking Laws and Policies

28.1. In performing its obligations under this Contract the Supplier shall comply with all applicable labour, anti-slavery and human trafficking legislation and regulations in force from time to time in the United Kingdom, including but not limited to the Modern Slavery Act 2015 (**Anti-Slavery Laws**).

28.2. The Supplier represents and warrants that, as at the date of this Contract, neither the Supplier nor any of its officers, employees or agents have been convicted of any offence involving slavery and/or human trafficking, nor have they been or are the subject of an investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and/or human trafficking whether pursuant to the Anti-Slavery Laws or any other relevant legislation in force from time to time.

28.3. The Supplier shall, throughout the Term, use its best endeavours to include, in all of its contracts with any of its subcontractors of any tier in the supply chain involved in the production or provision of the Goods and/or Services:

28.3.1. a provision obliging the relevant subcontractor to provide the Goods and/or Services specified in the relevant subcontract in accordance with Anti-Slavery Laws; and

28.3.2. provisions (to take effect upon a breach by the subcontractor of its obligation to provide the Goods and/or Services under the relevant subcontract in accordance with Anti-Slavery Laws) which provide that:

28.3.2.1. if a subcontractor's failure to comply with Anti-Slavery Laws has occurred more than once in any 6 (six) month period, the Supplier must serve a written notice on the subcontractor;

28.3.2.1.1. specifying that the notice is a formal warning notice;

28.3.2.1.2. giving reasonable details of the subcontractor's breach; and

28.3.2.1.3. stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of the Subcontract;

28.3.2.2. if, following service of a warning notice under Clause 28.3.2 28.3.2.1, the breach specified has continued beyond 14 (fourteen) days or has recurred more than once within a 6 (six) month period after the date of the notice then the Supplier must serve another written notice on the subcontractor:

28.3.2.2.1. specifying that it is a final warning notice;

28.3.2.2.2. stating that the breach specified has been the subject of a warning notice served within the 12 (twelve) month period prior to the date of service of the final warning notice; and

28.3.2.2.3. stating that, if the breach continues or recurs more than once / again within the 6 (six) month period after the date of the final warning notice, the subcontract may be terminated; and

28.3.2.3. where a breach continues or recurs pursuant to Clause 28.3.2 (b), the Supplier may terminate the subcontract by 7 (seven) days' notice in writing to the subcontractor,

or provisions that are equivalent to and no less onerous than those set out above.

29. Handover

29.1. In the event that there are any Returning Employees then the provisions of 0 shall apply.

30. Contracts (Rights of Third Parties) Act 1999

Nothing in this Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

31. Severability

If any part of this Contract becomes or is determined by any court or tribunal to be, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

32. Liability

The parties hereby agree that the Supplier shall remain liable under this Contract for 12 (twelve) years after the date of the end of the Term.

33. Counterparts

This Contract may be executed in one or more counterparts. Any single counterpart or set of counterparts executed, in either case, by all the parties shall constitute a full original of this Contract for all purposes.

34. Governing Law and Jurisdiction

34.1. The terms and conditions of this Contract and any Dispute shall be governed by the laws of England and Wales.

34.2. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.

35. Waiver

35.1. A party's failure or delay to exercise a power or right under this Contract does not operate as a waiver of that power or right.

35.2. A waiver of a power or right will only be effective:

35.2.1. if it is in writing and signed by the party who has the benefit of the power or right being waived; and

35.2.2. in respect of the specific instance to which it relates and for the specific purpose for which it is given.

35.3. Communications between the parties made before the date of the Contract which are not expressly contained within the Contract shall not be deemed to be incorporated into the Contract.

35.4. Notwithstanding any other provision of the Contract, the terms approval or comment or consent when used in the context of any approval, comment or consent to be given by the Customer shall have the meaning acceptance of general principles only and no such approval, comment or consent shall diminish or relieve the Supplier from any of its obligations or responsibilities under or in connection with the Contract.

36. **Amendments to this Contract**

36.1. An amendment or variation to this Contract shall not be effective or binding unless it is in writing and signed by the Supplier and the Customer.

36.2. No amendment or variation to this Contract shall be permitted which could or does amount to a substantial variation for the purposes of regulation 72 of PCR (which the Customer shall determine in its sole discretion).

36.3. For the avoidance of doubt, the Customer shall be entitled to refuse any proposed amendment or variation to this Contract which does or could amount to a substantial variation for the purposes of regulation 72 of PCR.

Call Off Terms and Conditions - Schedule 1: Anti-bribery and Corruption

The term **Prohibited Act** means

(a) directly or indirectly offering, promising or giving any person working for or engaged by the Customer a financial or other advantage of any kind to:

(i) induce that person to improperly perform a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;

(c) committing any offence;

(i) under the Bribery Act 2010;

(ii) under Law creating offences in respect of fraudulent acts;

(iii) at common law, in respect of fraudulent acts; or

(iv) at common law, in respect of fraudulent acts relating to this Contract or any other contract with the Customer or any other public body; or

(d) defrauding, attempting to defraud or conspiring to defraud the Customer.

The Supplier:

(e) shall not, and shall procure that the Supplier's Personnel shall not, in connection with Contract, commit a Prohibited Act;

(f) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Customer, or that any agreement has been reached to that effect, in connection with the execution of this Contract; and

(g) warrants that in entering into this Contract it has not committed any Prohibited Act (as declared by the Supplier pursuant to the Original Tender Process in accordance with regulation 57 of the PCR).

The Supplier shall:

(h) if requested in writing, provide the Customer, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and

(i) within 20 (twenty) days of the date of this Contract, and annually thereafter, certify in writing to the Customer compliance with this by the Supplier and all persons associated with it or any other persons who are supplying the Goods and/or Services in connection with this Contract. The

Supplier shall provide any such supporting evidence of compliance with this as the Customer may reasonably request.

The Supplier shall put in place and maintain an anti-bribery policy (a copy of which shall be provided to the Customer within 20 (twenty) days of the date of this Contract) which shall, as a minimum, prevent any Personnel from committing a Prohibited Act and shall enforce it where appropriate.

If at any time any breach of paragraph 2 above is suspected or known, the Supplier must notify the Customer immediately with the details of any such breach to follow in writing as soon as reasonably practicable.

If the Supplier notifies the Customer that it suspects or knows that there may be a breach of this, the Supplier will respond promptly to all of the Customer's enquiries in relation to any such suspected or actual breach and will co-operate at all times with any investigation, and permit the Customer access to and audit of any books, records and any other relevant documents. The obligation under this paragraph shall continue for 7 (seven) years following the expiry or termination of this Contract.

The Customer may terminate this Contract by written notice with immediate effect if the Supplier, its Personnel (in all cases whether or not acting with the Supplier's knowledge) breaches paragraph 2 of this contract. Any such termination shall be without prejudice to any right or remedy which has already accrued or which subsequently accrues to the Customer.

Any notice provided by the Customer pursuant to paragraph 7 must specify:

(j) the nature of the Prohibited Act;

(k) the identity of the party who the Customer believes has committed the Prohibited Act; and

(l) the date on which this Contract will terminate in accordance with the applicable provisions of this.

Notwithstanding Clause 26 (Dispute Resolution) of this Contract, the Customer shall determine any Dispute relating to the interpretation of this and/or the amount or value of any gift, consideration or commission and any such determination by the Customer shall be final and binding upon the parties.

Call Off Terms and Conditions - Schedule 2: Participating Consortia

The Participating Consortia are as follows:

London Universities Purchasing Consortium (LUPC)
https://www.lupc.ac.uk/member-list.

Southern Universities Purchasing Consortium (SUPC)
https://www.supc.ac.uk/about-us/our-members/our-members

North East Universities Purchasing Consortium (NEUPC)
http://www.neupc.ac.uk/our-members

North West Universities Purchasing Consortium (NWUPC)
http://www.nwupc.ac.uk/our-members

Advanced Procurement for Universities and Colleges (APUC)
http://www.apuc-scot.ac.uk/#!/members

Higher Education Purchasing Consortium Wales (HEPCW)
http://www.hepcw.ac.uk/members/

NHS Authorities in England and Wales, NHS Trusts, NHS Foundation Trusts in England and Wales, Special Health Authorities in England and Wales, NHS Wales Health Boards, NHS Northern Ireland Health Boards, Special NHS Boards in England and Wales and any other NHS entity in England and Wales

(the members of such Participating Consortia, together with LUPC Members being "Members").

Call Off Terms and Conditions - Schedule 3: Re-tendering, handover and TUPE

1. In this Schedule, the following words and expressions shall have the following meanings:-

    Assigned Employees has the meaning given in paragraph 2 (a) of this 0;

    Deliverables Provision Change means the date of any transfer of all or part of the Goods and/or Services to the or a New Supplier whether pursuant to regulations 3(1)(a) and/or 3(1)(b) of TUPE and/or otherwise;

    Employee Liability Information means the information specified in regulation 11(2) of TUPE;

    New Supplier means any person who following the end of the Term who provides all of the Goods and/or Services which immediately before such end of the Term were provided by the Supplier or its subcontractors pursuant to this Contract;

    Retendering Information has the meaning given in paragraph 2(a) of this 0;

    Returning Employees means those employees of the Supplier and its subcontractors who are wholly or mainly engaged in the provision of Goods and/or Services at or immediately before the expiry or termination of the provision by the Supplier or its subcontractor of such Goods and/or Services and whose employment transfers to a New Supplier pursuant to TUPE; and

    TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

Re-Tendering and handover (employee related information)

2. Without prejudice to Clause 29.1 of this Contract and subject to any restriction on processing of information under the Data Protection Legislation (in which case the definition of Retendering Information set out in paragraph 2 (a) below shall be limited accordingly), the Supplier shall within the period of 12 (twelve) months immediately preceding any Contract End Date or immediately following any notice to terminate this Contract:

    (a) on receiving a written request from the Customer, provide in respect of any person engaged or employed by the Supplier or any subcontractor in the provision of the Goods and/or Services (**Assigned Employees**) full and accurate details regarding the identity, number, age, sex, length of service, job title, grade and terms and conditions of employment and of other matters affecting each such individuals who it is expected, if they remain in the employment of the Supplier until immediately before the relevant Contract End Date or immediately before the date this Contract is terminated (as relevant), would be Returning Employees (the **Retendering Information**);

    36.3.1.1. provide the Retendering Information promptly and at no cost to the Customer or any New Supplier;

36.3.1.2. promptly notify the Customer and/or any New Supplier forthwith in writing of any material changes to the Retendering Information as and when such changes arise.

3. The Supplier shall not and shall procure that its subcontractors shall not within the period of [12 (twelve)] months immediately preceding any Contract End Date or immediately following any notice to terminate Contract:

make any material increase or decrease in the numbers of Assigned Employees other than in the ordinary course of business and with the Customer's prior written consent (such consent not to be unreasonably withheld or delayed);

36.3.1.3. make any increase in the remuneration or other change in the terms and conditions of the Assigned Employees other than in the ordinary course of business and with the Customer's prior written consent (such consent not to be unreasonably withheld or delayed);

36.3.1.4. transfer any of the Assigned Employees to another part of its business or move other employees from elsewhere in its or their business who have not previously been employed or engaged in providing the Goods and/or Services, to provide any of the Goods and/or Services, save with the Customer's prior written consent (such consent not to be unreasonably withheld or delayed).

4. Without prejudice to paragraph 2 and 3 of this 0, the Supplier shall provide the Employee Liability Information at such time or times as are required by TUPE and shall warrant at the time of providing such Employee Liability Information that such information will be updated to take account of any changes to such Employee Liability Information as are required by TUPE.

Transfer of Returning Employees

5. The Supplier will comply with all reasonable instructions from the Customer with regard to arrangements connected with any Deliverables Provision Change (including the orderly transfer of any Returning Employees) and will take all reasonable steps to mitigate any costs which the Customer as a result of any Deliverables Provision Change.

6. On the expiry or earlier termination of this Contract, the parties agree that it is their intention that TUPE shall apply in respect of the provision thereafter of any Goods and/or Services equivalent to the Goods and/or Services but the position shall be determined in accordance with Law in force at such time, and the following provisions of this 0 are without prejudice to such determination.

7. Upon expiry or termination of this Contract, the following provisions shall apply:

the Supplier shall, or shall procure that, all wages, salaries and other benefits of the Returning Employees and other employees or former employees of the Supplier and its subcontractors and all PAYE tax deductions, pension contributions and national insurance contributions relating thereto in respect of the employment of the Returning Employees and such other employees or former employees of the Supplier or its subcontractors up to the relevant date of expiry or termination are satisfied; and

without prejudice to paragraph 7(a), the Supplier shall:

remain responsible for all of its and its subcontractors' employees (other than the Returning Employees) on or after the relevant date of expiry or termination and shall indemnify and keep indemnified in full the Customer for itself and any New Supplier against all Losses incurred by the Customer or any New Supplier resulting from any claim whatsoever whether arising before on or after the relevant date of expiry or termination, by or on behalf of, any of the employees of the Supplier or any of its subcontractors who do not constitute the Returning Employees;

in respect of Assigned Employees or former Assigned Employees, indemnify and keep indemnified in full the Customer and any New Supplier against all Losses incurred by the Customer or any New Supplier resulting from any claim whatsoever, by or on behalf of, any of the Assigned Employees or former Assigned Employees in respect of the period on or before the relevant date of expiry or termination (whether any such claim, attributable to the period up to and on the relevant date of expiry or termination, arises before, on or after such date) including but not limited to any failure by the Supplier or any of its subcontractors to comply with its or their obligations under regulations 13 and 14 of TUPE and any award of compensation under regulation 15 of TUPE and/or Article 6 of Directive as if such legislation applied, even if it does not in fact apply, save to the extent that any such failure to comply arises as a result of an act or omission of the Customer or any New Supplier;

indemnify and keep indemnified in full the Customer and any New Supplier against all Losses arising out of any claim or allegation by any person (other than an Assigned Employee) that his/her employment transfers to the Customer and/or any New Supplier by virtue of TUPE including the employment and/or dismissal of any such individuals by the Customer and/or any New Supplier ; and

the Customer shall be entitled to assign the benefit of this paragraph 7 to any New Supplier.

8. If TUPE does not apply on the relevant expiry or termination date, the Customer shall use its reasonable endeavours to procure that any New Supplier shall offer employment to the persons employed by the Supplier or its subcontractors and assigned immediately before the relevant expiry or termination date to the provision of the Goods and/or Services which the Supplier and its subcontractors are to cease to provide from such date and the following provisions shall apply:

8.1 if an offer of employment is made in accordance with this paragraph 8, the employment shall be on the same terms and conditions (except for any entitlement to membership of an occupational pension scheme) as applied immediately before the relevant expiry or termination date including full continuity of employment, except that the Customer or the New Supplier may, at its absolute discretion, not offer such terms and conditions if there has been any change to the terms and conditions of the persons concerned in breach of paragraph 3 of this 0;

8.2 where any such offer as referred to in paragraph 8(a) is accepted, the Supplier shall indemnify and keep indemnified in full the Customer and any New Supplier on the same terms and conditions as those set out in paragraph 7(b) as if there had been a "relevant transfer" for the purposes of TUPE in respect of each and every employee who has accepted any such offer and for the purposes of this Clause, each and every such employee shall be treated as if they were a Returning Employee; and

8.3 where such offer as referred to in paragraph 8(a) is not accepted and TUPE does not apply, the employee shall remain an employee of the Supplier or its subcontract as appropriate.

9. No later than 14 (fourteen) days following the relevant expiry or termination date, the Supplier shall provide to the Customer and any New Supplier, updated payroll information following the final payroll run and P45 details in respect of all Returning Employees.

10. For a period of 12 (twelve) months after the relevant expiry or termination date, the Supplier shall within 21 (twenty one) days of receipt forward to the New Supplier as directed by the Customer or the New Supplier, any notices, correspondence, information or enquiries which relate to any Returning Employees who are employed by the Customer or any New Supplier after the relevant expiry or termination date.

Call Off Terms and Conditions - Schedule 4: Data Protection

In this Schedule, the following words and expressions shall have the following meanings:

Controller means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;

Data Protection Particulars means, in relation to any Processing under the Contract: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects as set out in the Order Form;

Data Subject means the identified or identifiable natural living person to whom the Personal Data relates;

Personal Data means any information relating to an identified or identifiable living individual;

Personal Data Breach means any act or omission that (i) compromises the security, confidentiality or integrity of the Personal Data that the Supplier Processes for and on behalf of the Customer (including, by way of example, the unauthorised loss or disclosure of any such Personal Data by the Supplier); (ii) compromises the physical, technical, administrative or organisational safeguards put in place by the Supplier that relate to the protection of the security, confidentiality or integrity of such Personal Data (including any breach of the IT and data security requirements); or (iii) causes the Customer or Supplier to be in breach of data protection Law (in particular the Data Protection Legislation);

Processor means the person which processes Personal Data on behalf of the Controller;

Processing means any operation or set of operations which is performed on Personal Data, whether or not by automated means and "**Process**", "**Processes**" and "**Processed**" shall be construed accordingly; and

Sensitive Personal Data means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR.

1 **Data Protection**

1.1 The parties acknowledge and agree that:

(a) the Contract will require the Processing of Personal Data by the Supplier on behalf of the Customer;

(b) the Customer shall determine the purposes for which and the manner in which Personal Data will be processed by the Supplier on behalf of the Customer under the Contract;

(c) the Customer is the Controller and the Supplier is the Customer's Processor in respect of all such Personal Data; and

(d) the only Processing of Personal Data that the Supplier is authorised to do is listed in the Data Protection Particulars

1.2 Where, under or in connection with the Contract, the Supplier Processes Personal Data on behalf of the Customer and the Customer's Processor, the Supplier shall Process the Personal Data only:

(a) to the extent, and in such as manner, as is necessary for the performance by the Supplier of its obligations under the Contract and in accordance with the Customer's written instructions; and

(b) as otherwise required by European Union law or individual European Union member state law to which the Supplier is subject, in which case the Supplier shall inform the Customer of that legal requirement before Processing the Personal Data (unless that law, on important grounds of public interest, prohibits the Supplier from informing the Customer).

1.3 If the Supplier is required by Law to Process Personal Data otherwise than in accordance with this 0, the Supplier shall immediately inform the Customer of the legal requirement before Processing Personal Data (unless prohibited from doing so by Law). The Supplier shall immediately inform the Customer if, in its opinion, Processing the Personal Data in accordance with written instruction received from the Customer or in the performance of its obligations under the Contract infringes Data Protection Legislation to which either the Customer or the Supplier is subject.

1.4 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any data protection impact assessment, as defined in the GDPR, prior to commencing any Processing. Such assistance may, at the discretion of the Customer, include:

(a) a systematic description of the envisaged Processing operations and the purpose of the Processing;

(b) an assessment of the necessity and proportionality of the Processing operations in relation to the performance of the Contract;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.5 The Supplier will not Process Personal Data, or disclose Personal Data to any party who carries on business, outside the EEA except with the Customer 's prior written consent and where such consent is given, take such actions and enter into such agreements as the Customer may require to ensure that such transfer or disclosure complies with Law.

1.6 The Supplier will keep a record of any Processing of Personal Data it carries out under the Contract.

1.7 The Supplier shall not disclose Personal Data to any person except under the Contract or with the Customer's written consent.

1.8 The Supplier shall ensure that access to Personal Data is limited to:

(a) those employees who need access to Personal Data to meet the Supplier's obligations under the Contract; and

(b) in the case of any access by any employee, such part or parts of Personal Data as is strictly necessary for performance of that employee's duties.

1.9 The Supplier shall ensure that employees that require access to Personal Data:

(a) are informed of the confidential nature of Personal Data;

(b) have undertaken training in Law (including Data Protection Legislation) relating to handling Personal Data; and

(c) are aware both of the Supplier's duties and their personal duties and obligations under Law (including Data Protection Legislation) and the Contract.

1.10 Without prejudice to clause 14 of the Contract, the Supplier shall ensure that all persons authorised to Process Personal Data are under an appropriate contractual or other legal obligation of confidentiality in respect of Personal Data.

1.11 The Supplier shall not disclose Personal Data to any Data Subject or to a third party other than at the request of the Customer or as provided for in the Contract.

1.12 The Supplier shall, taking into account the nature of the Processing, implement appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and to ensure the security of the Personal Data and prevent Personal Data Breaches, having taken account of the:

(a) nature of the Personal Data to be protected;

(b) harm that might result from a Personal Data Breach;

(c) state of technological development; and

(d) cost of implementing any measures.

1.13 Appropriate technical and organisational measures include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, taking reasonable steps to ensure the reliability of its employees with access to Personal Data and regularly assessing and evaluating the effectiveness of such measures adopted.

1.14 The Supplier shall, upon becoming aware, immediately and in any event within 24 hours notify the Customer of any Personal Data Breach and shall work together with the Customer to provide the Customer with full co-operation and assistance, including to investigate the Personal Data Breach (including by (i) assisting with any investigation launched by the Customer; (ii) facilitating interviews with the Supplier's employees and others involved in the matter; and (iii) making available all relevant records reasonably required by the Customer to investigate the Personal Data Breach or otherwise comply with Law or the requests of any competent regulatory authority in relation to the Personal Data Breach or its investigation).

1.15 The Supplier shall not engage another Processor to Process Personal Data on behalf of the Customer except with the Customer's prior specific written authorisation and, where such authorisation is given, enter into a contract with the Processor that imposes the same contractual obligations set out in this 0 on that Processor, and remain liable for any Processor that it engages in accordance with the terms of this 0.

1.16 The Supplier shall assist and fully co-operate with the Customer to enable it to comply with its obligations as a Controller under and in accordance with Law (including the Data Protection Legislation) including in relation to the security of Processing, data subject right requests, reporting Personal Data Breaches to the supervisory authority and conducting data privacy impact assessments. The Supplier shall notify the Customer within 24 hours if it receives a request from a Data Subject to exercise its rights under Law or any communication from a Data Subject, the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract.

1.17 The Supplier shall promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete Personal Data. At the Customer's request, the Supplier shall provide to the Customer a copy of all Personal Data held by it in the format and on the media reasonably specified by the Customer.

1.18 The Supplier shall at any time on the request of the Customer, return all Confidential Information and/or data (including any Personal Data that the Supplier Processes for and on behalf of the Customer) to that Customer and/or permanently delete the same from its systems, including any back-up copies.

1.19 The Supplier shall at the Customer's option, delete or return to the Customer all Personal Data on termination of the Contract and delete any existing copies of Personal Data except to the extent that the Customer is required to retain Personal Data by Law (including the Data Protection Legislation).

1.20 The Supplier shall make available to the Customer all information necessary to demonstrate the Customer's compliance with the obligations under this 0 and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

1.21 The Supplier shall immediately inform the Customer if, in its opinion, an instruction from the Customer infringes Law (including the Data Protection Legislation).

1.22 The Supplier shall, in connection with the Contract, comply in all respects with Law relating to data protection (including the Data Protection Legislation) and have established procedures to ensure continued compliance with Law (including the Data Protection Legislation). The Supplier shall comply with its obligations as a Processor under and in accordance with Law (including the Data Protection Legislation).

1.23 The Supplier shall only collect any Personal Data in a form which is fully compliant with Law which will contain a data protection notice informing the data subject of the identity of the Controller, the identity of any data protection representative it may have appointed, the purposes or purpose for which their Personal Data will be Processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, Processed to enable Processing in respect of the Data Subject to be fair and compliant under Law.

1.24 The Customer may, at any time on not less than 30 working days' notice, revise this 0 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

1.25 The parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 working days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

1.26 The Supplier shall Process Personal Data the performance of the Contract as notified by the Customer only for as long as required and for no longer than the term of this Contract.

1.27 The Supplier warrants that it shall:

(a) Process the Personal Data in compliance with Law (including the Data Protection Legislation); and

(b) take appropriate technical and organisational measures against Personal Data Breaches occurring.

1.28 The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Customer against all costs, claims, damages or expenses incurred by the Customer or for which the Customer may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this 0.

Call Off Terms and Conditions - Schedule 5: Key Performance Indicators

The Call-Off KPIs are as set out in the Order Form.

The parties acknowledge Participating Consortia of this Framework Agreement and Schedule 2 of the Call Off Terms and Conditions (Participating Consortia).

The parties agree that the Customer may amend the Call-Off KPIs during the term as agreed, in writing, with the Supplier.

The Supplier shall establish suitable processes to ensure it can monitor its performance of the provision of the Goods and/or Services in accordance with the Call-Off KPIs under this Contract and that it is able to report on the same to the Customer.

At the end of each quarter during the Term, the Supplier shall provide the Customer (and, pursuant to the Framework Agreement, the Authority) with a report containing sufficient data setting out the Supplier's performance of the Call-Off KPIs. The Supplier acknowledges that the Customer will review such reports to determine the Supplier's effectiveness and efficiency of the Supplier's performance of the Call-Off KPIs.

If in the Customer's opinion, acting reasonably, the Supplier is not meeting the requirements of the Call-Off KPIs following a review of the reports provided pursuant to paragraph 5 above, the Customer may within 15 (fifteen) days give written notice (an Initial KPI **Warning Notice**) to the Supplier setting out:

the matter or matters giving rise to such notice;

the date by which such matters must be rectified by; and

a reminder of the implications of such notice.

Any such Initial KPI Warning Notice shall state on it that is an Initial KPI Warning Notice.

If the Supplier (in the Customer's reasonable opinion) fails to adequately address the matter or matters set out in the Initial KPI Warning Notice by the date contained in such Initial KPI Warning Notice, the Customer may (at its discretion) issue a further written notice (a Final KPI Warning Notice) to the Supplier setting out:

the matter or matters continuing rise to such notice;

the date by which such matters must be rectified by; and

a reminder of the implications of such notice.

Any such Final KPI Warning Notice shall state on it that is a Final KPI Warning Notice.

Without prejudice to any other rights under this Contract if the Supplier (in the Customer's reasonable opinion) fails to adequately address the matter or matters set out in the Final KPI Warning Notice by the date contained in such Final KPI Warning Notice, the Customer may terminate this Contract by giving not less than 7 (seven) days written notice to the Supplier.

In the event that the Framework Agreement is terminated in accordance with Schedule 7 of the Framework Agreement, the Supplier acknowledges that the Customer may terminate this Contract.