

08 June 2020



**UK Research
and Innovation**

Services Contract

Ref: DDaT22317-

Electronic Quality Management System



Everworks T/A Qualio
13-18 City Quay
Dublin
D02 ED70
IRELAND

Date: 29/03/2023
Our ref: DDaT22317

Dear Sirs,

Award of contract for the supply of Electronic Quality Management System

Following your tender/ proposal for the supply of Electronic Quality Management System (eQMS) to UKRI, we are pleased to award this contract to you.

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

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) **Everworks Ltd T/A Qualio**, a company incorporated and registered in Ireland with company number 508152 and registered VAT number IE9819933W whose registered office is at 13-18 City Quay, Dublin D02 ED70 Ireland (**the "Supplier"**).

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

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

Term

Commencement Date: 26/04/2023

Expiry Date: 23/04/2026

Description of Goods and/or Services

- 1 The Specification of the Goods and/or Services to be delivered is as set out in Schedule 2
- 2 The Service provided is cloud-based software as a service (SaaS) solution, which will be delivered and accessed via internet.

Charges & Payment

- 3 The Charges for the Services shall be as set out in Schedule 3.

All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: finance@uksbs.co.uk

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to P2PAdmin@uksbs.co.uk or by telephone 01793 867000 between 09:00-17:00 Monday to Friday.

Supplier's Limit of Liability

- 4 Except as otherwise provided for in the Contract, the Limit of Liability of the Supplier under this Contract shall be: 125% of the total Charges paid and payable to the Supplier under this Contract.

Notices

5 The address for notices of the Parties are:
UKRI

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

[Redacted]

Supplier

Evreworks Ltd T/A Qualio
13-18 City Quay, Dublin D02 ED70

[Redacted]

Liaison

6 For general liaison your contact will continue

[Redacted]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter.

[Redacted]

No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,
Signed for and on behalf of **United Kingdom Research and Innovation**

Signature:

[Redacted]

Name:

Position:

Date:

.....

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

Signed for and on behalf of **Everworks Ltd T/A Qualio**

Signature:

[Redacted]

Name

.....

Position

[Redacted]

Date: 3/30/2023

.....

Terms and Conditions of Contract for Goods and/or Services

1 INTERPRETATION

1.1 In these terms and conditions:

- "Award Letter" means the letter from UKRI to the Supplier printed above these terms and conditions;
- "Central Government Body" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) Executive Agency;
- "Charges" means the charges for the Goods and/or Services as specified in the Award Letter;
- "Commencement Date" means the date for the start of the Contract as set out in the Award Letter;
- "Confidential Information" means:
- (a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;
 - (b) any information or analysis derived from the Confidential Information;
 - (c) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;
 - (d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;
 - (e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and
 - (f) any copy of any of the information described in (a), (b), (c), (d) or (e) above, which shall be deemed to become Confidential Information when it is made. For the purposes of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), (c), (d) or (e) above (howsoever made);
- "Contract" means the contract between (i) UKRI and (ii) the Supplier constituted by the Supplier's

	countersignature of the Award Letter and includes the Award Letter and Schedules;
"Data Protection Legislation"	means, for the periods for which they are in force, all laws giving effect or purporting to give effect to the GDPR, the Data Protection Act 2018, or otherwise relating to data protection, including the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;
"Data Subject"	shall have the same meaning as in the Data Protection Legislation;
"Date of Delivery"	means that date by which the Goods must be Delivered to UKRI, as specified in the Award Letter.
"Deliver"	means hand over the Goods to UKRI at the address and on the date specified in the Award Letter, which shall include unloading and any other specific arrangements agreed in accordance with Clause 6. Delivered and Delivery shall be construed accordingly.
"Disclosing Party"	means a Party that makes a disclosure of Confidential Information to another Party;
"EIR"	means the Environmental Information Regulations 2004 (or if applicable the Environmental Information Regulations (Scotland) 2004);
"Expiry Date"	means the date for expiry of the Contract as set out in the Award Letter;
"FOIA"	means the Freedom of Information Act 2000 (or if applicable the Freedom of Information (Scotland) Act 2002);
"GDPR"	means: <ul style="list-style-type: none"> (a) the General Data Protection Regulations (Regulation (EU) 2016/679); or (b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);
"Good Industry Practice"	means all relevant practices and professional standards that would be expected of a well- managed, expert service provider performing services substantially similar to the Services or substantially similar to the Goods provided to customers of a substantially similar size and nature as UKRI;
"Goods"	means the goods to be supplied by the Supplier to UKRI under the Contract;
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual Property Rights"	means: <ul style="list-style-type: none"> (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;

- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

"Limit of Liability"	means the limit of liability identified in the Award Letter;
"Party"	the Supplier or UKRI (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	means the personal data (as defined in the Data Protection Legislation) which relates to or originates from UKRI, or any of UKRI's employees, contractors or customers and which is processed by or on behalf of the Supplier under this Contract;
"Personal Data Breach"	shall have the meaning given in the Data Protection Legislation;
"Purchase Order Number"	means UKRI's unique number relating to the order for Goods and/or Services to be supplied by the Supplier to UKRI in accordance with the terms of the Contract;
"Receiving Party"	means a Party to which a disclosure of Confidential information is made by another Party;
"Request for Information"	has the meaning set out in the FOIA or the EIR as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to UKRI under the Contract;
"Specification"	means the specification for the Goods and/or Services to be supplied by the Supplier to UKRI (including as to quantity, description and quality) as specified in the Award Letter;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by UKRI, UKRI's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Term"	means the period from the Commencement Date to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 and 31 December) when banks in London are open for business.

1.2 In these terms and conditions, unless the context otherwise requires:

- (a) references to numbered clauses are references to the relevant clause in these terms and conditions;
- (b) any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

- (c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Contract;
- (d) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- (e) the word 'including' shall be understood as meaning 'including without limitation'.

2 BASIS OF CONTRACT

- 2.1 The Award Letter constitutes an offer by UKRI to purchase the Goods and/or Services subject to and in accordance with the terms and conditions of the Contract.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by UKRI of a copy of the Award Letter countersigned by the Supplier.

3 SUPPLY OF SERVICES

- 3.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall supply the Goods and/or Services to UKRI subject to and in accordance with the terms and conditions of the Contract.
- 3.2 In supplying the Services, the Supplier shall:
 - (a) co-operate with UKRI in all matters relating to the supply of Services and comply with all UKRI's instructions; and
 - (b) comply with all applicable laws.
 - (c) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - (d) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - (e) ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - (f) not do or allow anything to be done that would, or would be likely to, bring UKRI into disrepute or adversely affect its reputation in any way; and
 - (g) provide all equipment, tools and vehicles and other items as are required to provide the Services.

4 TERM

- 4.1 The Contract shall take effect on the date specified in the Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with the provisions of the Award Letter or terminated early in accordance with the terms and conditions of the Contract.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by UKRI, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Service.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate.

UKRI shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

- 5.3 The Supplier shall invoice UKRI as specified in the Contract. Each invoice shall include such supporting information required by UKRI to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, UKRI shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number.
- 5.5 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 5.4 after a reasonable time has passed (which shall be no less than 14 calendar days).
- 5.6 If there is a dispute between the Parties as to the amount invoiced, UKRI may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 18.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 21.
- 5.7 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
 - (a) provisions having the same effects as clauses 5.3 to 5.6 (inclusive) of this Contract; and
 - (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as clauses 5.3 to 5.7 (inclusive) of this Contract.
 - (c) In this clause 5.7, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from UKRI in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
- 5.8 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Contract or under any other agreement or contract with UKRI. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part.

6 DELIVERY – Not Used

7 PROPERTY AND GUARANTEE OF TITLE – Not Used

8 STAFF –

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

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

and the Supplier shall comply with any such notice.

8.2 Only if applicable to the Supplier's provision of the Good and/or Services, the Supplier shall:

- (a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures and if requested, comply with UKRI's Staff Vetting Procedures as supplied from time to time;
- (b) ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of UKRI, or is of a type otherwise advised by UKRI (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, the Staff Vetting Procedures or otherwise) is engaged in the provision of any part of the supply of the Goods and/or Services;
- (c) if requested, provide UKRI with a list of the names and addresses (and any other relevant information) of all persons who may require admission to UKRI's premises in connection with the Contract; and
- (d) procure that all Staff comply with any rules, regulations and requirements reasonably specified by UKRI.

9 TUPE – Not Used

10 ASSIGNMENT AND SUB-CONTRACTING

- 10.1 The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own. UKRI shall consider any and all sub-contractors of the Supplier as the Supplier itself and continue to look solely to Supplier for any and all obligations under the Contract.
- 10.2 UKRI may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.
- 10.3 The Supplier may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of UKRI provided that such assignment, novation or disposal shall not decrease the burden of the Supplier's obligations under the Contract. Supplier will notify UKRI in writing in advance (email being sufficient) of any such change above and UKRI may terminate the Contract within 30 days of written notice by UKRI to Supplier (email being sufficient).

11 INTELLECTUAL PROPERTY

- 11.1 UKRI acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the documentation. Except as expressly stated herein, this agreement does not grant UKRI any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the documentation.
- 11.2 Unless otherwise specified in this Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.
- 11.3 All intellectual Property Rights in any specifications, software, instructions, plans, data, drawings, databases, patents, patterns, models, designs, or other material:
- (a) which are Foreground IPR shall (as applicable) remain or be and become the UKRI's Intellectual Property Rights;
 - (b) which are Background IPR shall remain the property of the Supplier.

11.4 Without prejudice to clause 11.4, the Supplier hereby grants UKRI a perpetual, royalty-free, revocable and non-exclusive licence to use:

- (a) any Intellectual Property Rights vested in or licensed to the Supplier on the date of this Contract to the extent not falling within clause 11.1; and
- (b) any Intellectual Property Rights created during the Term to the extent not falling within clause 11.1,

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

12 INDEMNITY

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

- (a) the other parties breach or negligent performance or non-performance of this Contract;
- (b) any claim brought against a party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, receipt, use or supply of the Goods and/or Services, to the extent that the claim is attributable to the acts or omissions of the other party or any Staff;
- (c) any claim made against a party by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods and/or Services, to the extent that the defect in the Goods and/or Services is attributable to the acts or omissions of the other party and the Staff; and
- (d) any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the other party of clause 12 of the Contract.

12.2 This clause 12 shall survive termination or expiry of the Contract.

13 INSURANCE

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

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

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

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

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

(a) has the potential to exceed £25,000 (twenty-five thousand pounds sterling) (excluding costs); and/or

(b) irrespective of the claim's value, which may reasonably be considered to have the potential to adversely affect the reputation of UKRI,

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

13.4 The Supplier shall keep UKRI informed and up-to-date on the progress of any incident referred to in clause 13.3 and related claims, decisions taken in respect of liability and any movement of reserves with respect thereto.

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

13.6 The Supplier shall:

(a) do nothing to invalidate any insurance policy or to prejudice UKRI's entitlement under it; and

(b) notify UKRI if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

13.7 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause 13.1.

14 RECORDS

14.1 If required by UKRI, the Supplier shall:

14.1.1 attend progress meetings with UKRI at the frequency and times specified by UKRI and shall ensure that its representatives are suitably qualified to attend such meetings; and

14.1.2 submit progress reports to UKRI at the times and in the format specified by UKRI.

14. The Supplier shall keep and maintain until 3 years after the end of the Contract full and accurate records of the Contract including the Goods and/or Services supplied under it, and all payments made by UKRI. The Supplier shall on request afford UKRI or UKRI's representatives such access to those records as may be reasonably requested by UKRI in connection with the Contract.

15 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

15.1 Subject to clause 15.2, each Party shall:

15.1.2 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

15.1.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.

15.2 Notwithstanding clause 15.1, a Party may disclose Confidential Information which it receives from the other Party:

15.2.2 where disclosure is required by applicable law or by a court of competent jurisdiction;

15.2.3 to its auditors or for the purposes of regulatory requirements;

15.2.4 on a confidential basis, to its professional advisers;

15.2.5 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

15.2.6 where the Receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 15.2(e) shall observe the Supplier's confidentiality obligations under the Contract; and

15.2.7 where the Receiving Party is UKRI:

15.2.7.1 on a confidential basis to the employees, agents, consultants and contractors of UKRI;

15.2.7.2 on a confidential basis to any Central Government Body, any successor body to a Central Government Body or any company to which UKRI transfers or proposes to transfer all or any part of its business;

15.2.7.3 to the extent that UKRI (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

15.2.7.4 in accordance with clause 16.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on UKRI under this clause 5.

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

15.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Contract or any part of the Contracting any way, except with the prior written consent of UKRI.

16 FREEDOM OF INFORMATION

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

16.1.2 provide all necessary assistance and cooperation as reasonably requested by UKRI to enable UKRI to comply with its obligations under the FOIA and the EIR;

16.1.3 transfer to UKRI all Requests for Information relating to the Contract that it receives as soon as practicable and in any event within 5 Working Days of receipt;

16.1.4 provide UKRI with a copy of all Information belonging to UKRI requested in the Request for Information which is in its possession or control in the form that UKRI requires within 5 Working Days (or such other period as UKRI may reasonably specify) of UKRI's request for such Information; and

16.1.5 not respond directly to a Request for Information unless authorised in writing to do so by UKRI.

16.2 The Supplier acknowledges that UKRI may be required under the FOIA and the EIR to disclose Information concerning the Supplier or Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier.

16.3 Notwithstanding any other provision in the Contract, UKRI shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the EIR.

17 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

- 17.1 In this Clause 17, the terms, "processes", "data controller" and "data processor" shall have the same meanings given to them under Data Protection Legislation.
- 17.2 The Parties acknowledge that for the purposes of Data Protection Legislation, UKRI is the data controller and the Supplier is the data processor of any Personal Data.
- 17.3 The Supplier shall and shall procure that its staff and sub-contractors shall comply with all Data Protection Legislation in relation to any Personal Data processed.
- 17.4 Without limiting Clauses 17.2 and 17.3, the Supplier shall at all times (and shall ensure that at all times its staff):
- 17.4.2 process Personal Data only in accordance with the documented instructions received from UKRI and during the Term of this Contract. The Supplier shall immediately inform UKRI if, in the Supplier's opinion, an instruction from UKRI infringes the Data Protection Legislation or any other applicable law;
 - 17.4.3 ensure that any person to whom it provides the Personal Data is subject to appropriate confidentiality obligations;
 - 17.4.4 disclose any Personal Data only on a need to know basis to staff directly concerned with the provision of the Goods and/or Services;
 - 17.4.5 not transfer or direct the transfer of any Personal Data to any third party or process or direct the processing of Personal Data outside of the European Economic Area in each case without UKRI's prior written consent (which consent may be subject to conditions as directed by UKRI);
 - 17.4.6 keep all Personal Data confidential, and have in place now and shall on a continuing basis take all reasonable appropriate technical and organisational measures to keep all Personal Data confidential and secure and to protect against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access;
 - 17.4.7 upon request by UKRI, promptly do such other acts in relation to the Personal Data, or any part thereof, as UKRI shall request to enable UKRI to comply with its obligations under the Data Protection Legislation;
 - 17.4.8 notify UKRI promptly (and at least within 48 hours) if it receives a request from a Data Subject or a complaint relating to a Data Subject and promptly provide UKRI with all such data, information, cooperation and assistance as is required by UKRI in order to respond to and resolve the request or complaint within any applicable time frames;
 - 17.4.9 provide such information and allow for and contribute to audits, including inspections, conducted by UKRI or an auditor mandated by UKRI, as is reasonably necessary to enable UKRI to satisfy itself of the Supplier's compliance with this Clause 17 and the Data Protection Legislation
 - 17.4.10 on termination or expiry of this Contract, and at any other time on UKRI's request, either return or destroy (as elected by UKRI) the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation; and
 - 17.4.11 notify UKRI without undue delay on becoming aware of any Personal Data Breach and promptly following notification, provide such data, information and assistance as is required by UKRI in order for UKRI to notify the Personal Data Breach to the

Information Commissioner and/or Data Subject(s) and otherwise fulfil its obligations under Data Protection Legislation.

18 LIABILITY

- 18.1 UKRI shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the gross negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by UKRI if and to the extent that it is caused by the gross negligence or wilful misconduct of UKRI or by breach by UKRI of its obligations under the Contract.
- 18.2 Subject always to clause 18.5 and 18.6 in no event shall either Party be liable to the other Party for any:
- 18.2.2 loss of profits;
 - 18.2.3 loss of business;
 - 18.2.4 loss of revenue;
 - 18.2.5 loss of or damage to goodwill;
 - 18.2.6 loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.
- 18.3 Subject always to clause 18.5 and 18.6, the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or perform the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability.
- 18.4 Subject to clause 18.5, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the Charges.
- 18.5 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
- 18.5.2 death or personal injury caused by its negligence or that of its Staff;
 - 18.5.3 fraud or fraudulent misrepresentation by it or that of its Staff;
 - 18.5.4 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 18.5.5 any other matter which, by law, may not be excluded or limited.
- 18.6 The Supplier's and UKRI's liability under the indemnities in clauses 12, 17 and 22 shall be unlimited.
- 18.7 The Supplier shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of this Contract. On request from UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.

19 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Contract by written notice to the other Party.

20 TERMINATION

- 20.1 UKRI may terminate the Contract in whole or in part at any time with immediate effect by giving the Supplier prior written notice, whereupon the Supplier shall discontinue the provision of the Services (in whole or in part as applicable), provided that UKRI shall be responsible for full payment of the committed term(s) of any active order forms as agreed to by UKRI under the Contract at the time of notice of termination. For further clarity, UKRI shall not be entitled to any refund or credit of any pre-paid amounts against a committed term(s) of any active order forms between the parties and UKRI shall remit full payment of any future owed amounts of remaining committed term(s) of any active order forms.
- 20.2 Without prejudice to any other right or remedy it might have, UKRI may terminate the Contract by written notice to the Supplier with immediate effect if the Supplier:
- 20.2.2 (without prejudice to clause 20.2.2, is in material breach of any obligation under the Contract which is not capable of remedy;
 - 20.2.3 repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - 20.2.4 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 20.2.5 undergoes a change of control within the meaning of section 1124 of the Corporation Tax 2010, unless UKRI has given its prior written consent to the change of control or does not raise an objection within 6 months of the Supplier's written notice to UKRI that a change of control has occurred;
 - 20.2.6 breaches the provisions of clauses 8.2, 15, 16, 17 and 21;
 - 20.2.7) becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation

or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 20.2.) in consequence of debt in any jurisdiction; or

20.2.8 fails to comply with legal obligations in the fields of environmental, social or labour law.

20.3 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 18.3(d) or any potential such change of control.

20.4 In addition to the Supplier's statutory rights, the Supplier may terminate the Contract by written notice to UKRI if UKRI has not paid any undisputed invoice within 90 days of it falling due.

20.5 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under clauses 2, 3.2, 3.3, 8, 11, 12.1, 15, 16, 17, 18, 20, 21, 22.2, 23 and 22.9 and any other term or condition of the Contract that either expressly or by implication has effect after termination.

20.6 Upon termination or expiry of the Contract, the Supplier shall:

20.6.2 give all reasonable assistance to UKRI and any incoming supplier of Goods and/or Services; and

20.6.3 return all requested documents, information and data to UKRI as soon as reasonably practicable.

21 COMPLIANCE

21.1 The Supplier shall promptly notify UKRI of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. UKRI shall promptly notify the Supplier of any health and safety hazards which may exist or arise at UKRI's premises and which may affect the Supplier in the performance of its obligations under the Contract.

21.2 Only if applicable to the Supplier's provision of the Good and/or Services, the Supplier shall:

21.2.2 comply with the reasonable requirements of UKRI's security arrangements;

21.2.3 comply with all UKRI's health and safety measures;

21.2.4 notify UKRI immediately in the event of any incident occurring in the performance of its obligations under the Contract on UKRI's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;

21.2.5 perform its obligations under the Contract in accordance with all applicable equality law and UKRI's equality and diversity policy as provided to the Supplier from time to time;

21.2.6 take all reasonable steps to secure the observance of clause 21.2(d) by all Staff; and

21.2.7) supply the Goods and any packaging in accordance with UKRI's environmental policy as provided from time to time.

21.3 The Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Award Letter, any statutory requirements and any requirements of the carriers. All packaging materials shall be considered non-returnable. The Supplier shall indemnify UKRI against all actions, suits, claims, demands, losses, charges, costs and expenses which UKRI may suffer or incur as a result of, or in connection with, any breach of this clause 21.3.

21.4 If notified by UKRI, the Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

21.4.2 the Official Secrets Acts 1911 to 1989; and

21.4.3 section 182 of the Finance Act 1989.

22 PREVENTION OF FRAUD AND CORRUPTION

22.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

22.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract. The Supplier shall notify UKRI immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

22.3 If the Supplier or the Staff engages in conduct prohibited by clause 20.1 or commits fraud in relation to the Contract or any other contract with the Crown (including UKRI) UKRI may:

22.3.2 terminate the Contract and recover from the Supplier the amount of any loss suffered by UKRI resulting from the termination, including the cost reasonably incurred by UKRI of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by UKRI throughout the remainder of the Contract; or

22.3.3 recover in full from the Supplier any other loss sustained by UKRI in consequence of any breach of this clause.

23 DISPUTE RESOLUTION

23.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

23.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 23.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

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

24 GENERAL

24.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into

and perform its obligations under the Contract, and that the Contract is executed by its duly authorised representative.

- 24.2 The Supplier warrants and represents that during the Term it shall not accept work from other sources that will in any way impair or affect its ability to provide the Goods and/or Services and comply with the terms of this Contract.
- 24.3 The Supplier must make sure that neither it nor any of its Staff or sub-contractors are placed in a position where there is or may be an actual conflict, or a potential conflict, between their interests or the interests of its Staff or sub-contractors and the Supplier's obligations under this Contract. You must disclose to us the particulars of any conflict of interest that arises.
- 24.4 A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him or her, without the prior written agreement of the Parties.
- 24.5 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 24.6 The Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause
- 24.7 shall exclude liability for fraud or fraudulent misrepresentation.
- 24.8 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 22.6 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 22.7 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 22.8 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

25 NOTICES

- 25.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 23.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 25.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 25.3 Notices under clauses 19 and 20 may be served by email only if the original notice is then sent

to the recipient by personal delivery or recorded delivery in the manner set out in clause 25.1

26 GOVERNING LAW AND JURISDICTION

- 26.1 The validity, construction and performance of the Contract, and all contractual and non- contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Specification

- 1 The Suppliers shall provide the Goods and/or Services in accordance with **this Schedule 2.**

Introduction

The Nucleic Acid Therapeutics Accelerator (NATA) is funded by the MRC Strategic Priorities fund as an academic MRC Unit based at the Research Complex at Harwell, UK. Funded initially over 5 years, the focus of NATA is to facilitate translational research around the application of nucleic acid (NA) therapies across all disease areas. NATA requires an Electronic Quality Management System (eQMS) as a solution designed to systematise and streamline quality practices and to ensure a high-quality product is delivered. In the case of NATA, this entails the integrity of the procedures, equipment, data, and results that are involved with, or the product of, our research. More specifically, an eQMS at NATA would be used for: document control, asset management, training implementation, supplier management, Corrective/Preventative Action and eventually ISO compliance. NATA relies on collaboration and partnership, and an eQMS would be an invaluable tool in building trust with our partners.

- All NATA staff would be required to engage with the eQMS. Implementation services are usually included by the supplier, involving significant degrees of information sharing and discussions on NATA's specific requirements during the implementation period. Once implemented, users will engage with the eQMS on a daily basis in order to design, carry out, and record their research while maintaining standards set out initially on an internal basis, with a view to gaining external accreditation in the future.

- NATA currently has a certain degree of quality management in place already, with manual spreadsheets and record keeping being utilised.

NATA also has an Electronic Lab Management system that is used to capture all experimental design, data generation and interpretation.

Aims and Objectives

- NATA would like to identify a 'fit for purpose' eQMS system to enable it to become a hub of research with proven high standards of quality.

- More specifically, an eQMS at NATA would be used for: document control, asset management, training implementation, supplier management, Corrective/Preventative Action and eventually ISO compliance.

Background

- NATA currently operate a manual quality system (shared spreadsheets, document repositories, etc), and the need for a more robust quality system has arisen only recently, as we want to build trust with collaborators and partners, and ensure our results are held to the highest of standards.

- NATA's offerings cover a broad spectrum, with our own dedicated chemistry and biology teams, we are able to cover all of the pre-clinical steps of potential disease-agnostic nucleic acid therapies. Our goal is to become a hub of research with proven high standards of quality.

- NATA's business model is to be highly collaborative and, as such, we would like to demonstrate control of our scientific processes through an eQMS system.

- NATA has plans to grow in the coming years with regards to organisation & staffing. As an eQMS affects all levels of staff, it must be able to grow alongside us.

There will be varying degrees of engagement and responsibilities from staff roles at NATA. Any staff working in the labs and producing results would be considered the end-user of an eQMS, while the administrative responsibilities would apply to line managers (who may also need to interact as an end-user) and the lab manager.

Scope

The scope of the procurement covers electronic quality management system as a solution for the requirement of NATA's.

The eQMS supplier must be able to scale alongside us and provide the necessary support in doing so and it would be preferable that future updates to the software were included in the contract.

- The eQMS must be compliant to ISO 9001, the regulatory standard for information management. In addition, the software must be able to provide a framework that supports NATA in our pursuit of regulatory certification/accreditation to ISO 9001 and ISO 17025.
- NATAs current requirement for an eQMS will likely last for the entirety of NATAs lifetime and NATA aims for a minimum of 3years contract length initially.
- The eQMS will store a significant proportion of NATA business information, as well as some personal information of staff. The information must be stored securely, and the supplier must provide clear information on where the data will be stored.

The Requirement

- The requirement is for Electronic Management System with cloud **hosting**, and access to the application **must** be available to all NATA staff (12 persons) via their workstations.
- The software should also provide option to be accessed via NATA staff mobile devices (phones, tablets, etc).
- The eQMS **must** be able to operate via internet connection. Some applications have certain functions that can operate offline, but in order to update any processes, an internet connection will still be required.
- There **must** be assurances that commercial data is stored securely, for a minimum of 5 years, with backups and failsafe's in place to protect and ensure the integrity of NATA data.
- The eQMS **must** themselves be compliant to ISO 9001, the regulatory standard for information management. In addition, the software must be able to provide a framework that supports NATA in our pursuit of regulatory certification/accreditation to ISO 9001 and ISO 17025.
- The supplier **must** provide ongoing support throughout the contract, with appropriate Service Level Agreements in place to ensure issues raised by NATA are dealt with in a timely manner.

The functions of the eQMS must include:

- Document management
- Equipment management
- Corrective Action / Preventative Action (CAPA) tools
- Auditing tools
- eSignature capabilities
- Training management
- Supplier management

- Training should be considered for all the members of NATA , it is currently estimated that there are 12 users.

- Developments: Some development will be required, on top of the base system, specific to NATA requirements will be required

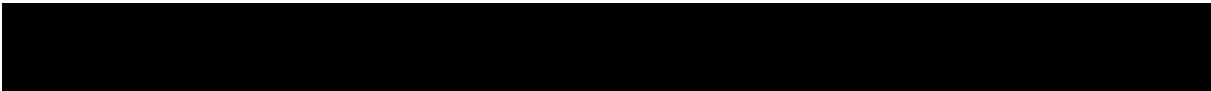
Supplier should accept to complete the development immediately after the contract start date


- After sales management and support: **Technical support and troubleshooting software challenges must be available.**

Supplier should provide virtual maintenance and support of software for whole life of contract and all support documentation should be available virtually.

2. The Charges for the Goods and/or Services shall be as set out in this Schedule 3.

The contract value is **£78,000.00 excluding VAT** for the services listed in the bellow Price schedule, for the provision of the **3 years service**.



AW5.2 Price Schedule				<div></div>								
SOURCING REFERENCE:		DDaT22317		<div>Evaluation will be based on the total price in field F50. Please complete yellow boxes any other prices outside of the boxes will be deemed waived. All prices are fixed and firm for the full duration of this contract and exclude VAT. Please note that the budget for this requirement is a maximum of £106,000.00 excluding VAT over the initial three year period. The additional requirement below is optional and there is no guaranty that it will be used within or after the initial contract term.</div>								
SOURCING DOCUMENT TITLE:		Electronic Quality Management System										
BIDDER NAME		Qualio										
Year One Item		Description	Quantity	List Price	Discounted Price	Total Price	Notes & Comments					
Software Platform												
Licences												
Implementation												
Implementation												
Management												
Training												
Support												
Other cost												
Other cost												
Sub-Total - Year One												
Year Two Item		Description	Quantity	List Price	Discounted Price	Total Price	Notes & Comments					
Software Platform												
Licences												
Management												
Training												
Support												
Other cost												
Other cost												
Sub-Total - Year Two												
Year Three Item		Description	Quantity	List Price	Discounted Price	Total Price	Notes & Comments					
Software Platform												
Licences												
Management												
Training												
Support												
Other cost												
Other cost												
Sub-Total - Year Three												
Grand total (Y1-Y3)							£ 78,000.00					
OPTIONAL - Additional requirement												
Item Number	Description			Quantity	List Price	Discounted Price	Total Price					
Software - Enterprise												
Licenses												
Training												
Other costs												
Other costs												
All prices are firm and fixed.												
All prices are exclusive of VAT												

- 1 Where the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows- **Not Applicable**

Schedule 4 – Key Personnel

Key Personnel (name and title)	Role in the performance of this Contract
	Contract Manager
	Nata Lab Manager

Schedule 5 - Change Control Notice

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

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

Signed on behalf of

Signed on behalf of

UK Research and Innovation

Everworks T/A Qualio

by:

by:

Signature of authorised officer

Name of authorised officer (please print)



3/30/2023

Date

Date

Schedule 6- Exit Provision

If applicable to the provision of the Services by Supplier under the Contract, and upon mutual agreement by the parties, the following shall apply. In the event of a conflict between the terms of this Schedule 6 and the Contract, the terms of the Contract shall prevail as the subject matter of the conflict.

1 Exit plan

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

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

2 Consequences of expiry or early termination of this Contract

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

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

Schedule 7 – Service Level Agreements

<https://www.qualio.com/docs/sla>