

CONCESSION CONTRACT FOR THE PROVISION OF:

Long Term Loan of UKSA LauncherOne model rocket

Ref: UKSAC23_0038

This Agreement is dated: TBC 2023

Parties

1. UK Space Agency (UKSA), an Executive Agency of the Department for Science Innovation, & Technology (DSIT), Polaris House, North Star Avenue, Swindon, SN2 1ET (The Contracting Authority).

2. TBC

Background

The Contracting Authority wishes the Supplier to supply, and the Supplier wishes to supply, the Services (as defined below) in accordance with the terms of the Agreement (as defined below).

Duration of this Agreement

This agreement will run from the date of signature, for a period of 3 years. The Contract can be extended for a further year, up to a maximum of 5 times, creating a total Contract duration of 8 years.

1. INTERPRETATION

1.1. Definitions: In the Agreement (as defined below) the following definitions apply:

Agreement: the Agreement between the Contracting Authority and the Supplier for the supply of the Services, in accordance with these Conditions, any Special Conditions only.

Associated Bodies and Authorised Entities: Associated Bodies and Authorised Entities include but are not limited to The Science and Technology Facilities Council, The Medical Research Council, The Engineering and Physical Sciences Research Council, The Economic and Social Research Council, The Natural Environment Research Council, The Arts and Humanities Research Council, The Biotechnology and Biological Sciences Research Council, UK SBS Ltd, Central Government Departments and their Agencies, Non Departmental Public Bodies, NHS bodies, Local Authorities, Voluntary Sector Charities, and/or other private organisations acting as managing agents or procuring on behalf of these UK bodies. Further details of these organisations can be found at: <http://www.uksbs.co.uk/services/procure/contracts/Pages/default.aspx>

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Contracting Authority for the supply of the Services in accordance with clause 8.

Commencement: the date and any specified time that the Agreement starts

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 20-27.

Confidential Information: any confidential information, knowhow and data (in any form or medium) which relates to UK SBS, the Contracting Authority or the Supplier, including information relating to the businesses of UK SBS, the Contracting Authority or the Supplier and information relating to their staff, finances, policies and procedures. This includes information identified as confidential in the Special Conditions (if any).

Contracting Authority: UK Space Agency, as specified at (1) and any replacement or successor organisation.

Contracting Authority Materials: Any property of the Authority provided to the Supplier in delivery of this Agreement.

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

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

EIR: the Environmental Information Regulations 2004 together with any guidance

and/or codes of practice issues by the Information Commissioner or relevant government department in relation to such regulations.

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

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

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

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

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

Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Agreement.

Special Conditions: the special conditions (if any) set out in Schedule 1.

Specification: any specification for the Services, including any related plans and drawings that is supplied to the Supplier by the Contracting Authority, or produced by the Supplier and agreed in writing by the Contracting Authority.

Supplier or Suppliers: the parties to the Agreement as named in (2).

Supplier's Associate: any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees,

agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides services for or on behalf of the Supplier.

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

Working Day: any Business Day excluding 27, 28, 29, 30 and 31 December in any year.

2. CONSTRUCTION. In the Agreement, unless the context requires otherwise, the following rules apply:

- 2.1. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.2. A reference to a party includes its personal representatives, successors or permitted assigns.
- 2.3. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 2.4. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.5. The headings in these Conditions are for ease of reference only and do not affect the interpretation or construction of the Agreement.
- 2.6. A reference to **writing** or **written** includes faxes and e-mails.

3. BASIS OF AGREEMENT

- 3.1. The terms of this Agreement and any Special Conditions apply to the Agreement to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.
- 3.2. If there is any conflict or inconsistency between the terms of this Agreement and the Special Conditions (if any), the terms of the Agreement will prevail over the Special Conditions in each case to the extent necessary to resolve that conflict or inconsistency.
- 3.3. The Agreement constitutes an offer by the Contracting Authority to purchase the Services in accordance with this Agreement (and any Special Conditions). This offer shall remain valid for acceptance by the Supplier, in accordance with clause 3.4, for 28 days from the date of issuing to the supplier for signature. Notwithstanding that after 28 days the offer will have expired, the Contracting Authority may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Supplier, in accordance with clause 3.4, as valid acceptance of the offer.
- 3.4. Subject to clause 3.3, the Agreement shall be deemed to be accepted on the earlier of:
 - 3.4.1. the date on which authorised representatives of both parties have signed a copy of this Agreement, or
 - 3.4.2. the supplier doing any act consistent with performing their obligations in accordance with the Agreement
 - 3.4.3. at which point the Agreement shall come into existence. The Agreement shall remain in force until all the parties' obligations have been performed in accordance with the Agreement, at which point it shall expire, or until the Agreement has been terminated in accordance with clause 3.2

4. TERMINATION

- 4.1. The Contracting Authority may terminate the Agreement in whole or in part at any time before the Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Agreement.
- 4.2. The Contracting Authority may terminate the Agreement with immediate effect by giving written notice to the Supplier if:
 - 4.2.1. the circumstances set out in clauses 6.1.1, 16.1 or 17.1 apply;
 - 4.2.2. the Supplier breaches any term of the Agreement and (if such breach is remediable) fails to remedy that breach within [30] days of being notified in writing of the breach; or
 - 4.2.3. the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
 - 4.2.4. the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
 - 4.2.5. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or
 - 4.2.6. (being an individual) the Supplier is the subject of a bankruptcy petition or order; or
 - 4.2.7. a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - 4.2.8. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
 - 4.2.9. (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or
 - 4.2.10. a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or
 - 4.2.11. any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 4.2.3 to clause 4.2.10 inclusive; or
 - 4.2.12. there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
 - 4.2.13. the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
 - 4.2.14. the Supplier's financial position deteriorates to such an extent that in the Contracting Authority's opinion the Supplier's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
- 4.3. Termination of the Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect.
- 4.4. Without prejudice to clause 4.3, clauses 5.1, 6.1, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 shall survive the termination or expiry of the Agreement and shall continue in full force and effect.
- 4.5. Upon termination or expiry of the Agreement, the Supplier shall immediately:
 - 4.5.1. cease all work on the Agreement;
 - 4.5.2. Deliver to the Contracting Authority all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then the Contracting Authority may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their

safe keeping and will not use them for any purpose not connected with this Agreement;

4.5.3. cease use of and return (or, at the Contracting Authority's election, destroy) all of the Contracting Authority's Materials in the Supplier's possession or control; and

4.5.4. Cease all use of, and delete all copies of, the Contracting Authority's confidential information.

4.6. The Contracting Authority shall at any time have the right for convenience to terminate the Agreement or reduce the quantity of Services to be provided by the Supplier in each case by giving to the Supplier reasonable written notice. During the period of notice the Contracting Authority may direct the Supplier to perform all or any of the work under the Agreement. Where the Contracting Authority has invoked either of these rights, the Supplier may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Agreement. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.

5. SUPPLY OF SERVICES

5.1. The Supplier shall from the date set out in the Agreement and until the end date specified in the Agreement provide the Services to the Contracting Authority in accordance with the terms of the Agreement.

5.2. In providing the Services, the Supplier shall:

5.2.1. co-operate with the Contracting Authority in all matters relating to the Services, and comply with all instructions of the Contracting Authority;

5.2.2. perform the Services with reasonable skill and care and in accordance with all generally recognised commercial standards and practices for services of the nature of the Services;

5.2.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Agreement;

5.2.4. ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Agreement (including any Special Conditions and any applicable Specification), and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Contracting Authority;

5.2.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;

5.2.6. Not used

5.2.7. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

5.2.8. observe all health and safety rules and regulations and any other security requirements that apply at any of the Contracting Authority's premises; and

5.2.9. Not do or omit to do anything which may cause the Contracting Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Contracting Authority may rely or act on the Services.

5.3. The Contracting Authority's rights under the Agreement are without prejudice to and in addition to the statutory terms implied in favour of the Contracting Authority under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other applicable legislation as amended.

5.4. If, in connection with the supply of the Services, the Contracting Authority permits any employees or representatives of the Supplier to have access to any of the Contracting Authority's premises, the Supplier will ensure that, whilst on the Contracting Authority's premises, the Supplier's employees and representatives comply with:

5.4.1. all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and

5.4.2. any Contracting Authority policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Contracting Authority' laboratory, facility or equipment which is brought to their attention or given

to them whilst they are on Contracting Authority's premises by any employee or representative of the Contracting Authority's.

- 5.5. The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to the Contracting Authority pursuant to TUPE.

6. CONTRACTING AUTHORITY REMEDIES

- 6.1. If the Supplier fails to perform the Services by the applicable dates, the Contracting Authority shall, without limiting its other rights or remedies, have one or more of the following rights:
- 6.1.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.1.2. to refuse to accept any subsequent performance of the Services (including delivery of Deliverables) which the Supplier attempts to make;
 - 6.1.3. to recover from the Supplier any costs incurred by the Contracting Authority in obtaining substitute services from a third party;
 - 6.1.4. To claim damages for any additional costs, loss or expenses incurred by the Contracting Authority which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2. These Conditions shall extend to any substituted or remedial services provided by the Supplier.
- 6.3. The Contracting Authority's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

7. CONTRACTING AUTHORITY OBLIGATIONS

- 7.1. The Contracting Authority shall:
- 7.1.1. Provide such information to the Supplier as the Supplier may reasonably request and the Contracting Authority considers reasonably necessary for the purpose of providing the Services.

8. CHARGES AND PAYMENTS

- 8.1. The Contracting Authority shall make the payment of £1 to the Supplier under this agreement, acting as consideration for the services being undertaken as part of this Agreement.

9. CONTRACTING AUTHORITY PROPERTY

- 9.1. The Supplier acknowledges that all information (including confidential information), equipment and tools, drawings, specifications, data, software and any other materials supplied by the Contracting Authority to the Supplier (**Contracting Authority's Materials**) and all rights in the Contracting Authority's Materials are and shall remain at all times the exclusive property of the Contracting Authority. The Supplier shall keep the Contracting Authority's Materials in safe custody at its own risk, maintain them in good condition until returned to the Contracting Authority, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Agreement and in accordance with written instructions or authorisation from the Contracting Authority.
- 9.2. Neither the Contractor, nor any subcontractor, nor any other person, shall have a lien on Issued Property, for any sum due to the Contractor, subcontractor or other person, and the Contractor shall take all such steps as may be necessary to ensure that the title of the Authority, and the exclusion of any such lien, are brought to the notice of all subcontractors and other persons dealing with any Issued Property.
- 9.3. Within 14 days of receipt of Issued Property, or such other longer period as may be specified in the Contract, the Contractor shall:
- 9.3.1. check the Issued Property to verify that it corresponds with the Issued Property specified in the Contract;

9.3.2. conduct a reasonable visual inspection; and

9.3.3. conduct any additional inspection and testing as may be necessary and practicable to check that the Issued Property is not defective or deficient for the purpose for which it has been provided;

and notify the Authority of any defects, deficiencies or discrepancies discovered.

9.4. The Authority shall within a reasonable time after receipt of any notice under clause 9.3 of this Condition replace, re-issue, authorise repair of Issued Property or take no action but record the deficiency.

9.5. Subject to Clause 9.6 below and any limitation or exclusion of liability as may be specified in the Contract, the Contractor shall be responsible for the safe custody and due return of Issued Property, and shall be responsible for all loss or damage thereto, until re-delivered in accordance with the Authority's instructions or until the expiry of the Contract.

9.6. The Contractor shall not be liable in respect of:

9.6.1. defects or deficiencies notified to the Authority in accordance with Clause 9.3 of this Condition or latent defects which the Contractor can show could not reasonably have been discovered by means of the activities described at Clause 9.3 of this Condition;

9.6.2. fair wear and tear in Issued Property resulting from its normal and proper use in the execution of the Contract (except insofar as the deterioration is contributed to by any misuse, lack of care or want of maintenance by the Contractor).

9.7. Upon completion of the Contract, all Issued Property shall be returned to the Authority in accordance with the Statement of Work.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Save as otherwise provided in the Special Conditions, the Supplier assigns to the Contracting Authority, with full title guarantee and free from all third party rights, all Intellectual Property Rights in new products created under the Services. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to the Supplier which are not assigned under this clause, the Supplier grants to the Contracting Authority a worldwide, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to maintain, repair, adapt, copy and use those products and Deliverables for any purpose.

11. INDEMNITY

11.1. The Supplier shall indemnify, and shall keep indemnified the Contracting Authority, in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Contracting Authority as a result of or in connection with:

11.1.1. any claim made against the Contracting Authority by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Supplier, its employees, agents or subcontractors; and

11.1.2. any claim brought against the Contracting Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and

11.1.3. Any claim whether in tort, Agreement, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause 5.5 of these Conditions.

11.2. This clause 11 shall survive termination or expiry of the Agreement.

12. INSURANCE

- 12.1. During the term of the Agreement and for a period of 3 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, employer liability insurance, to cover such heads of liability as may arise under or in connection with the Agreement, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13. LIABILITY

- 13.1. In this clause 13, a reference to the Contracting Authority liability for something is a reference to any liability whatsoever which the Contracting Authority might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under the Agreement, in tort or otherwise, and even if it results from the Contracting Authority's negligence or from negligence for which the Contracting Authority's would otherwise be liable.
- 13.2. The Contracting Authority is not in breach of the Agreement, and neither the Contracting Authority has any liability for anything, to the extent that the apparent breach or liability is attributable to the Supplier's breach of the Agreement.
- 13.3. Subject to clause 13.6, neither the Contracting Authority shall have any liability for:
- 13.3.1. any indirect or consequential loss or damage;
 - 13.3.2. any loss of business, rent, profit or anticipated savings;
 - 13.3.3. any damage to goodwill or reputation;
 - 13.3.4. loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Contracting Authority's premises by or on behalf of the Supplier; or
 - 13.3.5. Any loss, damage, costs or expenses suffered or incurred by any third party.
- 13.4. Subject to clause 13.6, the Contracting Authority and UK SBS's total liability shall be limited to the Charges.
- 13.5. Subject to clause 13.6, the Supplier's total liability in connection with the Agreement shall be limited to £1,000,000.
- 13.6. Nothing in the Agreement restricts either the Contracting Authority, UK SBS or the Supplier's liability for:
- 13.6.1. death or personal injury resulting from its negligence; or B9 6-2 its fraud (including fraudulent misrepresentation); or
 - 13.6.2. Breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

14. CONFIDENTIAL INFORMATION

- 14.1. A party who receives Confidential Information shall keep in strict confidence (both during the term of the Agreement and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging that party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause 14. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:
- 14.2. was public knowledge or already known to that party at the time of disclosure;
- or
- 14.2.1. subsequently becomes public knowledge other than by breach of the Agreement; or
 - 14.2.2. subsequently comes lawfully into the possession of that party from a third party; or
 - 14.2.3. Is agreed by the parties not to be confidential or to be disclosable.

- 14.3. To the extent necessary to implement the provisions of the Agreement (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, provided that before any such disclosure that party shall make those persons aware of its obligations of confidentiality under the Agreement and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.
- 14.4. All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at the election of the Contracting Authority, destroyed promptly) on expiry or termination of the Agreement, and no copies shall be kept.

15. Transparency

- 15.1. The Supplier acknowledges that the United Kingdom Government's transparency agenda requires that contracts, such as the Agreement, and any sourcing document, such as the invitation to sourcing, are published on a designated, publicly searchable website.
- 15.2. The Supplier acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of the Agreement is not Confidential Information. The Contracting Authority and shall be responsible for determining in their absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of FOIA.
- 15.3. Notwithstanding any other term of the Agreement, the Supplier hereby consents to the Contracting Authority and publishing the Agreement in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted) including from time to time agreed changes to the Agreement, to the general public.

16. FORCE MAJEURE

- 16.1. If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier or, if it could have been foreseen, was unavoidable, (provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Agreement) prevent the Supplier from carrying out its obligations under the Agreement for a continuous period of more than 10 Business Days, the Contracting Authority may terminate this Agreement immediately by giving written notice to the Supplier

17. CORRUPTION

- 17.1. The Contracting Authority shall be entitled to terminate the Agreement immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:
- 17.1.1. offers or agrees to give any person working for or engaged by the Contracting Authority, or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Agreement, or any other agreement between the Supplier and Contracting Authority, or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the rights and obligations contained within it;
- 17.1.2. has entered into the Agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Contracting Authority, or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Contracting Authority, or before the Agreement is entered into;
- 17.1.3. breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or
- 17.1.4. Gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- 17.2. For the purposes of clause 17.1, "loss" shall include, but shall not be limited to:

- 17.2.1. The Contracting Authority's or UK SBS's costs in finding a replacement supplier;
- 17.2.2. direct, indirect and consequential losses; and
- 17.2.3. Any loss suffered by the Contracting Authority or UK SBS as a result of a delay in its receipt of the Services.

18. Data Protection

- 18.1. The Supplier shall comply at all times with all data protection legislation applicable in the UK from time to time.
- 18.2. No personal data will be processed under this Contract.

19. FREEDOM OF INFORMATION

- 19.1. The Supplier acknowledges that the Contracting Authority may be subject to the requirements of FOIA and EIR and shall assist and co-operate with the Contracting Authority to enable them to comply with its obligations under FOIA and EIR.
- 19.2. The Supplier shall and shall procure that its employees, agents, sub-contractors and any other representatives shall provide all necessary assistance as reasonably requested by the Contracting Authority or UK SBS to enable the Contracting Authority to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.
- 19.3. The Contracting Authority shall be responsible for determining (in its absolute discretion) whether any Information:
 - 19.3.1. is exempt from disclosure in accordance with the provisions of FOIA or EIR;
 - 19.3.2. is to be disclosed in response to a Request for Information, And in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the Contracting Authority .
- 19.4. The Supplier acknowledges that the Contracting Authority may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:
 - 19.4.1. without consulting with the Supplier, or
 - 19.4.2. Following consultation with the Supplier and having taken its views into account.
- 19.5. Where clause 19.4.2 applies the Contracting Authority shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.
- 19.6. Where the Supplier organisation is subject to the requirements of the FOIA and EIR, 19.7 will supersede 19.2— 19.5. Where the Supplier organisation is not subject to the requirements of the FOIA and EIR, 19.7 will not apply.
- 19.7. The Contracting Authority acknowledge that the Supplier may be subject to the requirements of the FOIA and EIR and shall assist and co-operate with the Supplier to enable them to comply with its obligations under the FOIA and EIR.

20. ENTIRE AGREEMENT

- 20.1. The Agreement constitutes the entire agreement between the Contracting Authority and the Supplier in relation to the supply of the Services and the Agreement supersedes any earlier agreements, arrangements and understandings relating to that subject matter.

21. PUBLICITY

- 21.1. The Supplier shall not make any press announcements or publicise this Agreement in any way without prior written consent from the Contracting Authority .
- 21.2. The Contracting Authority shall be entitled to publicise this Agreement in accordance with any legal obligation upon Contracting Authority, including any examination of this Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.
- 21.3. The Supplier shall not do anything or cause anything to be done, which may damage the reputation of the Contracting Authority or bring the Contracting Authority into disrepute.

22. NOTICES

- 22.1. Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to:
- 22.1.1. in the case of the Contracting Authority: **TBC**
- 22.1.2. in the case of the Supplier: the address, fax number and email address, or any other address, fax number or email address which that party may have specified to the other party in writing in accordance with this clause 22.1.2, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.
- 22.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 22.1.1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail between the hours of 9.00am and 5.00pm on a Working Day, upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number), or if sent by fax or e-mail outside the hours of 9.00am and 5.00pm on a Working Day, at 9.00am on the next Working Day following successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number).

23. SEVERANCE

- 23.1. If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 23.2. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

24. WAIVER

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

25. NO PARTNERSHIP, EMPLOYMENT OR AGENCY

- 25.1. Nothing in the Agreement creates any partnership or joint venture, nor any relationship of employment, between the Supplier and either the Contracting Authority or. Nothing in the Agreement creates any agency between the Supplier and either the Contracting Authority.

26. THIRD PARTY RIGHTS

- 26.1. A person who is not a party to this Agreement shall not have any rights under or in connection with it, except, Associated Bodies or Authorised Entities that derives benefit under this Agreement may directly enforce or rely on any terms of this Agreement.

27. VARIATION

- 27.1. Any variation to the Agreement, including any changes to the Services, these Conditions or the Special Conditions, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by the Contracting Authority and the Supplier.

28. GOVERNING LAW AND JURISDICTION.

- 28.1. Subject to clause 28.2, the Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 28.2. The Contracting Authority shall be free to enforce its intellectual property rights in any jurisdiction.

For and on behalf of THE SUPPLIER

Signed
Name
Position
Date

For and on behalf of The Contracting Authority

Signed
Name
Position
Date

Annex A- special Conditions

N/A

DRAFT

Annex 2- Statement of Work

This requirement is to find a suitable project partner to loan the UKSA owned model rocket of LauncherOne.

FACILITIES:

- The model rocket must remain in the UK at all times and not be removed from the location without prior agreement from the UK Space Agency.
- Access to the model rocket must remain free to visit for the public and not be behind a pay barrier, or mechanism that would provide additional financial income to the host, or deter the general public from engaging with the replica.
- The identified facilities should have adequate security arrangement to minimise the risk of criminal damage to the replica and ensure it is stored safely at all times. The facility is responsible for the general upkeep and maintenance of the replica and should endeavour to ensure it is kept free of damage or undue wear and tear. The model replica is designed to be stored outside, although over time, this could impact its finish. A covered/internal location would be the preferred location, however, not essential.
- The replica is not designed to be touched or climbed on by members of the public. Therefore, a barrier/tensa barrier must remain around the replica at all times to ensure the public are not able to touch/climb on the replica or cause harm to themselves or the replica.
- The storage containers that the model arrives in will be the responsibility of the supplier. These form part of the articles and should be maintained to a suitable standard.
- The Agency may remove the model at any point with the issuing of 1 months notice. All costs for removal from the chosen location or return will be borne by the Agency.

DISPLAY & OUTREACH:

- The location must aim to engage young people from a diverse range of under-represented groups and harder to reach communities and provide the UK Space Agency with details of their proposed engagement plan as part of this EOI.
- The chosen location must agree to include appropriate UK Space Agency branding (which will be supplied by the Agency) for display onsite alongside the rocket replica.
- The Agency (or members of HMG) reserve the right to visit the replica rocket or use it for media opportunities at any time, and therefore would need to be able to have reasonable access to the replica as required (identifying a suitable process and timelines for any requests will be agreed with the chosen Supplier).
- This may also include the right to take possession of the replica or undertake additional tour activity (if required) by HMG. We would expect that due consideration would need to be given to any such request from the new Project Partner.
- Any additional display material that will accompany or surround the replica must be approved by UKSA prior to installation within the replica display.

- The Supplier must inform UKSA if they plan to launch any rocket replica specific outreach activities or initiatives no later than 1 month before commencement. Where possible UKSA will aim to support the outreach opportunities to its maximum ability.
- To ensure public safety, a barrier/tensa barrier must remain around the replica at all times to ensure the public are not able to touch/climb on the replica or cause harm to themselves or the replica.

UPKEEP:

- The model rocket should be maintained to a suitable standard during its loan. Any damage to the model will be the responsibility of the Supplier and they will be liable for any financial costs to fix/clean/repair the replica.

INSTALLATION AND REMOVAL:

- Transportation of the model rocket and associated items to the chosen site will be provided by UKSA.
- Installation of the model rocket will also be provided by UKSA, on the basis that it is ready to be assembled in the final siting location on the day of delivery. In the event that the siting location for the model rocket is not ready on the day of delivery, installation will need to be catered for by the supplier.
- Upon completion of the loan, UKSA will be responsible for collection and disassembly of the model rocket.
- The supplier shall provide access to the siting location and supplier facilities in order to remove the model rocket.

Model Rocket data sheet

What is the replica rocket?

- The replica is a life-size of Virgin Orbit's iconic [LauncherOne rocket](#) which was the first rocket launched from Spaceport Cornwall in early 2023.
- Despite being a full-size scale replica, the model itself has been specifically designed to be used as an educational tool to enable young people to learn about space launch. Therefore, one side of the replica shows specially created visuals displaying the internal engines and fuel tanks inside the rocket that run the entire length of the model.

Full technical details are given below.

- The replica is designed to be displayed outside although over time, this could impact its finish. Therefore, attention must be given to the replica by the supplier to ensure it is kept free of rust and any other conditions caused by the elements. The replica can also easily be housed in a covered or internal space, such as a hangar, which would reduce any damage caused to the replica by the elements.
- The replica should not be left unguarded or without sufficient security provision for long periods of time. Therefore, please outline the security arrangements that would be in place to safeguard the replica against criminal damage.
- To ensure public safety, a barrier/tensa barrier must remain around the replica at all times to ensure the public are not able to touch/climb on the replica or cause harm to themselves or the replica.



[Passers-by viewing the replica outside the Science Museum, left and reverse view of the replica showing the internal component graphics, right]

Technical details and dimensions

- The model itself is built from carbon fibre and constructed in two halves that fit neatly together.
- The replica sits on 4 specially constructed bases (included as part of the replica rocket) that lock into place and the fins are removable.
- Full assembly instructions [\[LINK\]](#) are provided, and any relevant tools will also be supplied.

Critical dimensions:

- Length / height of full rocket
 - Length 23m x Height 3.5m x Width 3.5m
- Weight of full rocket
 - 900kgs (rocket only) – 1,900kgs to include stand bases
 - Weight loading at the ground contact points of the stands – 156.25kgs
 - Construction material – carbon fibre
- Wind Loading – Structural calculations show that the mock-up can withstand winds up to 90mph.
- Adverse Weather will not affect the structure or its finish.
- There is no risk of collapse to the structure due to the unique method of its manufacture.
- Each half is stored and transported in a 40-foot container – therefore 2 x containers are included with the rocket and will also be included in the loan to the relevant partner, alongside the replica.
- The replica has been stress-tested – the report is available [here](#).
- Full technical details are shown [here](#):



[The front end of the replica being unloaded from its container and manoeuvred into place outside the Science Museum, London October 2022].