

# SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

## ORDER FORM

<b>1. Contract Reference</b>	VCA0009	
<b>2. Buyer</b>	<b>Department for Transport</b> Great Minster House, 33 Horseferry Road, London, SW1P 4DR In entering into this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole.	
<b>3. Supplier</b>	<b>University of Warwick</b> University House, Kirby Corner Road, Coventry, CV4 8UW. Registration number: RC000678	
<b>4. The Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables of <b>Further Research in relation to GB AV approval scheme</b> . The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions (" <b>Conditions</b> ") and Annexes. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.	
<b>5. Deliverables</b>	<b>Goods</b>	None •
	<b>Services</b>	Description: as set out: • in <b>Error! Reference source not found</b> . • in the Supplier's tender as set out in <b>Error! Reference source not found</b> .
<b>6. Specification</b>	The specification of the Deliverables is as set out: • in <b>Error! Reference source not found</b> . • in the Supplier's tender as set out in <b>Error! Reference source not found</b> .	
<b>7. Start Date</b>	16/11/2023	
<b>8. Expiry Date</b>	16/11/2024	

<b>9. Extension Period</b>	N/A
<b>10. Buyer Cause</b>	Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.
<b>11. Optional Intellectual Property Rights ("IPR") Clauses</b>	N/A
<b>12. Charges</b>	<p>The Charges for the Deliverables shall be as set out:</p> <p>Total fixed cost for the delivery of the contract is <b>£126,000</b> (One Hundred and Twenty-Six Thousand Pound)</p> <ul style="list-style-type: none"> <li>Payment structure broken down in <b>Error! Reference source not found.</b></li> </ul>
<b>13. Payment</b>	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>Invoices shall quote a valid Purchase Order Number (PO Number) and any other relevant details. To be submitted via email or via post, but not both:</p> <p>Via email: <b>REDACTED</b></p> <p>Via post: <b>REDACTED</b></p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Payments will be made to <b>REDACTED</b></p>
<b>14. Data Protection Liability Cap</b>	In accordance with clause <b>Error! Reference source not found.</b> of the Conditions, the Supplier's total aggregate liability under clause <b>Error! Reference source not found.</b> of the Conditions is no more than the Data Protection Liability Cap, being £500,000.

15. Progress Meetings and Progress Reports	<ul style="list-style-type: none"><li>The Supplier shall attend progress meetings with the Buyer every fortnight (at a minimum), and milestone reviews according to section 5 of Annex 2.</li><li>The Supplier shall provide the Buyer with progress reports according to the milestone review dates according to section 5 of annex 2.</li></ul>								
16. Buyer Contract Manager	For general liaison your contact will continue to be <b>REDACTED</b>								
17. Supplier Contract Manager	For general liaison your contact will continue to be <b>REDACTED</b> or, in their absence, <b>REDACTED</b>								
18. Address for notices (Authorised Representatives)	<table><tr><td>Department for Transport</td><td><b>REDACTED</b></td></tr><tr><td>Attention: <b>REDACTED</b></td><td>Attention: <b>REDACTED</b></td></tr><tr><td><b>REDACTED</b></td><td>Email: <b>REDACTED</b></td></tr><tr><td>Email: <b>REDACTED</b></td><td></td></tr></table>	Department for Transport	<b>REDACTED</b>	Attention: <b>REDACTED</b>	Attention: <b>REDACTED</b>	<b>REDACTED</b>	Email: <b>REDACTED</b>	Email: <b>REDACTED</b>	
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<b>REDACTED</b>	Email: <b>REDACTED</b>								
Email: <b>REDACTED</b>									
19. Key Staff	<table><tr><td>Key Staff Role:</td><td>Key Staff Name</td><td>Contact Details:</td></tr><tr><td colspan="3"><b>REDACTED</b></td></tr></table>	Key Staff Role:	Key Staff Name	Contact Details:	<b>REDACTED</b>				
Key Staff Role:	Key Staff Name	Contact Details:							
<b>REDACTED</b>									
20. Procedures and Policies	<p>For the purposes of the Contract the:</p> <p>The Buyer requires the Supplier to ensure that any person employed in the Delivery of the Deliverables undertakes conflict of Interest checks and handles all information relating to the contract as OFFICIAL SENSITIVE.</p> <p>The Supplier ensures they hold sufficient Security and data protections policies and understands that the Buyer can request proof of this at any point in the contract.</p>								
21. Special Terms	<p><b>Special Term 1 - Confidentiality and Publicity:</b> The University of Warwick has freedom to publish in accordance with normal academic practice and freedom to discuss the completed Research in seminars, and in pursuance of the University’s academic functions on a non-commercial basis only. For the avoidance of doubt, this freedom to publish must not contradict Clause 15 – “What you must keep Confidential.”</p>								

	<p><b>Special Term 2 - Intellectual Property:</b> As set out in clause 10.2 The Authority will grant a non-exclusive, royalty- free licence to the University to use any new IPR created as a result of this Research being completed for academic and research purposes and for publication purposes on a non-commercial basis only.</p> <p><b>Special Term 3 – Termination:</b> If the Authority decides to terminate in accordance with Clause 11.3, the Authority will pay the supplier (including any unavoidable costs) up to the time of termination.</p>
<b>22. Incorporated Terms</b>	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> <li>(a) The cover letter from the Buyer to the Supplier dated 02/11/2023</li> <li>(b) This Order Form</li> <li>(c) Any Special Terms (see row 21 (Special Terms) in this Order Form)</li> <li>(d) Conditions</li> <li>(e) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> <li>i. <b>Error! Reference source not found.</b></li> <li>ii. <b>Error! Reference source not found.</b></li> <li>iii. <b>Error! Reference source not found.</b></li> <li>iv. <b>Error! Reference source not found..</b> [unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.]</li> </ul> </li> </ul>

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of the Crown
Name: <b>REDACTED</b>	Name: <b>REDACTED</b>
Date: 24/12/2023	Date:27/12/2023
Signature: <b>REDACTED</b>	Signature: <b>REDACTED</b>

