

RSSB Research & Development Contract

Governing:

Agreement No:

Project No:

(To be quoted on all correspondence)

This Agreement is made between;

Rail Safety and Standards Board Limited (hereinafter referred to as "RSSB")
The Helicon
One South Place
London
EC2M 2UP

Registered in England and Wales as company number: 04655675

and

(hereinafter referred to as the "Contractor")

Registered in England and Wales as company number:

Whereby it is agreed that the following Terms and Conditions and Schedules shall govern the Agreement.

Research and Development Terms and Conditions

1 Definitions and Interpretation

1.1 In these Conditions the "Agreement" means the Agreement concluded between RSSB and the Contractor, including all specifications, plans, drawings and other documents which are relevant to the Agreement.

1.2 The following provisions shall have effect with respect to the interpretation of the Agreement except where the context requires otherwise:-

1.2.1 The "Work" means all work which is described in Schedule A to the Agreement together with all technical reports required to be supplied to the representative of RSSB and any modifications or amendments thereto that may be subsequently agreed in writing;

1.2.2 "RSSB" means Rail Safety and Standards Board Limited;

1.2.3 The "Contractor" means the person who by the Agreement undertakes to carry out the Work or to render such services for RSSB as is provided by the Agreement and, where the Contractor is an individual or a partnership, the expression shall include the personal representatives of that individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Agreement may be assigned by the Contractor with the consent of RSSB;

1.2.4 The "Contractor's Personnel" means the employees of the Contractor employed on the Work and, where the Contractor is an individual, includes the Contractor himself;

1.2.5 The "RSSB's Delivery Manager" means the officer appointed by RSSB to act as RSSB's Delivery Manager for the purposes of the Agreement. RSSB's appointed Delivery Manager is named in Schedule B to the Agreement;

1.2.6 The "Agreement Price" means the price exclusive of Value Added Tax, payable to the Contractor by RSSB under the Agreement for the full and proper performance by the Contractor of the Work as determined under the provisions of the Agreement;

1.2.7 "loss" includes destruction;

1.2.8 "month" means calendar month;

1.2.9 "person" includes a corporation;

1.2.10 "representative of RSSB" in any provision of the Agreement means the person duly authorised by RSSB to act for the purposes of the provision;

1.2.11 the masculine includes the feminine;

1.2.12 the singular includes the plural and vice versa;

1.2.13 references to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.

1.3 Schedules, Appendices and Headings

1.3.1 Schedules, Appendices and/or any other attachments to the Agreement are part of the Agreement.

1.3.2 The Headings to the following Conditions shall not affect the interpretation thereof.

1.4 Notices and Communications

1.4.1 All notices or other communications which RSSB is required or authorised by the Agreement to give or make to the Contractor shall be in writing and may be given by hand, transmitted by facsimile or sent in a prepaid letter addressed to the Contractor by name at the last known place of abode or business of the Contractor.

1.4.2 For the purposes of the Agreement notices or communications sent by letter shall be deemed to have been delivered at the time they would ordinarily be delivered unless they are returned undelivered by the Postal Authorities.

2 Scope and Duration of Work

2.1 The Contractor shall carry out the Work detailed in Schedule A to the Agreement between the dates specified therein.

2.2 Where the Work detailed in Schedule A involves an appraisal of whether or not a measure should be applied in order to manage safety so far as is reasonably practicable in accordance with the Health and Safety at Work Act 1974, or the production of tools to support such an appraisal, the methodology as described in GB railway industry guidelines 'Taking safe decisions' <http://www.rssb.co.uk/risk-analysis-and-safety-reporting/risk-analysis/taking-safe-decisions> will be applied.

2.3 Where the Work detailed in Schedule A involves the use of railway safety risk estimates and statistics, the Contractor shall use RSSB's 'Safety Risk Model' as the primary source of such information <http://www.safetyriskmodel.co.uk>. If the risk information provided by the 'Safety Risk Model' is not, by itself, sufficient for the needs of any of the Work the Contractor shall agree what alternative sources might be used, in advance with RSSB.

3 Duty of Care and Performance Key Personnel and Conduct

3.1 The Contractor shall exercise all reasonable skill, care and diligence in the discharge of all duties to be performed by him and all Work shall be completed to the satisfaction of RSSB. The correct and timely execution of the Work by the Contractor is a condition of the Agreement.

3.2 The Contractor acknowledges that the quality and availability of skilled personnel is essential for the proper performance of the Work. Any of the Contractor's Personnel named in Schedule B shall be regarded as key personnel and such key personnel shall carry out the duties and tasks allocated to them in the Work. The said duties and tasks may only be performed by other personnel with the prior written consent of RSSB and the Contractor shall ensure that such other personnel are suitably qualified and experienced to undertake the said tasks and duties

3.3 The Contractor's Personnel and any personnel engaged to perform the Work through a sub-contract or otherwise whilst carrying out the Work shall conduct themselves in strict accordance with the requirements of RSSB's Drugs and Alcohol policy.

4 Breach

4.1 In the event that the Contractor has committed or knowingly permitted remediable breach of any of the terms of the Agreement, and has not remedied the same within 14 days of a written request from RSSB, specifying the breach and requiring it to be remedied, RSSB may forthwith terminate the Agreement.

4.2 Where RSSB have determined the Agreement under Condition 4.1 hereof RSSB may direct the Contractor, when Work has not commenced, to refrain from commencing the Work, or RSSB may complete all or any part of the Work as respects which the Agreement is so determined by allocating resources to complete the Work, or by employing other contractors to complete the Work; and there shall be recoverable from the Contractor the amount by which the aggregate of the cost of completing the Work in this way exceeds the amount which would have been payable to the Contractor in respect of all the Work so completed if it had been completed in accordance with the Agreement, provided that RSSB shall endeavour to ensure that these costs are reasonable and will not seek to make such recovery in cases where the delay in executing the Agreement is due to causes outside the Contractor's control.

5 Termination

5.1 Without prejudice to any other remedies, RSSB may terminate the Agreement for any reason by giving to the Contractor 30 days' notice in writing.

5.2 If the Agreement shall be determined pursuant to Condition 5.1 hereof prior to the completion of the Work:-

(a) RSSB may at any time before the expiration of the period of notice exercise, as soon as may be reasonably practical within that period, such of the following powers as may be considered reasonable:

(i) to direct the Contractor, when Work has not commenced, to refrain from commencing the Work;

(ii) to direct the Contractor to complete in accordance with the Agreement all or any part of the Work in the course of performance at the expiration of the notice and to complete the same at such time or times as may be mutually agreed, or in default of such agreement, at the time or times provided by the Agreement. All Work done by the Contractor in accordance with such directions and accepted by RSSB shall be paid for in accordance with Schedule C;

(iii) to direct the Contractor to determine on the best possible terms such sub-contracts or orders as may have not been completed, observing in this connection any direction given under (a) (i) and (ii) above.

(b) The Contractor shall prepare and submit to RSSB a report on the Work prior to the determination making recommendations (if such were required) as may be based on such Work as shall have been done prior to determination. All Work done by the Contractor in accordance with this provision and accepted by RSSB shall be paid in accordance with Schedule C.

(c) RSSB shall indemnify the Contractor against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Contractor in connection with the Agreement to the extent which the said commitments liabilities or expenditure would otherwise represent an unavoidable loss by the Contractor by reason of the determination of the Agreement.

Provided that in the event of the Contractor not having observed any direction given to him under (a) above RSSB shall not under this provision pay any sums in excess of those which RSSB would have paid had the Contractor observed that direction.

(d) If in any particular case hardship to the Contractor should arise from the operation of this Condition it shall be open to the Contractor to refer the circumstances to RSSB who, on being satisfied that such hardship exists, shall make such allowance, if any, as in its opinion is reasonable and the decision of RSSB on any matter which arises out of this paragraph shall be final and conclusive;

(e) RSSB shall not in any case be liable to pay under the provisions of this condition any sum which when taken with any sums paid or due or becoming due shall exceed the Agreement Price specified in Schedule C.

(f) The Contractor shall in any sub-contract or order the value of which is £10,000 or over made or placed by him with any one sub-contractor or supplier in connection with or for the purposes of the Agreement take power to determine such sub-contract or order in the event of

the determination of the Agreement under 5.1 upon the terms of (a), (c), (d) and (e) above save only that:

(i) the name of the Contractor shall be substituted for that of RSSB throughout except in (d) of this Condition and the name of the sub-contractor substituted for that of the Contractor throughout except in (d) and (f) of this Condition;

(ii) the period of determination shall be 28 days.

5.3 RSSB may terminate the Agreement forthwith if;

(a) the Contractor, being an individual, or being a firm, any partner in that firm, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall make any assignment for the benefit of his creditors, or shall purport to do so, or if in Scotland he shall become insolvent or notour bankrupt, or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for and on behalf of his creditors; or

(b) the Contractor, being a Company shall convene a meeting of his creditors or if a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) his creditors or if he shall be unable to pay his debts within the meaning of Section 123 of the Insolvency Act 1986 or if a Trustee, Receiver, Administrative Receiver or similar officer is appointed in respect of all or any part of the business or assets or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Contractor or for the making of an administration order (except for the purpose of an amalgamation or reconstruction); or

(c) the Contractor, or being a Company, any director shall be convicted of a criminal offence.

Provided always that such determination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to RSSB.

6. Progress and Final Report/s

The Contractor shall render reports on the progress of Work as detailed in Schedule B. The submission and acceptance of these reports shall not prejudice the rights of RSSB under Condition No. 5.

7 Agreement Price

7.1 The Agreement Price payable to the Contractor by RSSB in consideration of the Work shall be the sum specified in Schedule C.

7.2 The Agreement Price must not be exceeded without the prior written agreement of RSSB's Supply Chain Department

8 Payment of the Agreement Price

Payment of the Agreement Price shall be made by RSSB in the manner prescribed in Schedule C. Invoices for such payment shall be rendered to RSSB at the time and in the manner specified by RSSB in Schedule C.

9 Value Added Tax

9.1 RSSB shall pay to the Contractor in addition to the Agreement Price any VAT chargeable on the Agreement Price but only after receiving from the Contractor a tax invoice issued in accordance with the VAT Act 1994.

9.2 The Contractor shall, if so requested by RSSB, furnish such information as may reasonably be required by RSSB as to the amount of VAT chargeable on the value of the Work provided in accordance with the Agreement and payable by RSSB to the Contractor in addition to the Agreement Price. Any overpayments by RSSB shall be recoverable from the Contractor under Condition 10.

10 Recovery of sums due

Whenever under the Agreement any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Agreement or any other Agreement with RSSB.

11 Transfer and sub-letting

11.1 The Contractor shall not give, bargain, sell, assign, sub-let, or otherwise dispose of the Agreement or any part thereof or the benefit or advantage of the Agreement or any part thereof without the previous consent in writing of RSSB.

11.2 In the event that RSSB consent in writing to Work being carried out by a sub- contractor, the Contractor shall be solely responsible for Work carried out by the sub- contractor and shall make good any loss suffered or expense incurred by RSSB by reason of any default or failure, whether partial or total, on the part of the sub- contractor to complete the Work to RSSB's satisfaction.

11.3 RSSB has the right to assign the Agreement and all rights and liabilities relating to the Agreement to a third party nominated by RSSB.

12 Use and Ownership of Information, Documents, etc.

12.1 Any information, materials and/or documents issued by or on behalf of RSSB for the purposes of the Agreement remain the property of RSSB and must be returned on completion of the Work. The Contractor shall not make use of the Agreement or such information, materials and/or documents otherwise than for the purposes of the Agreement except with the consent in writing of RSSB.

12.2 Except with the prior consent in writing of RSSB the Contractor shall not, either during, on termination or after completion of the Agreement, disclose the Agreement or any provision of the Agreement to any third party other than for the purposes of the Agreement. Such disclosure shall be in confidence.

13 Ownership and Disclosure of Results

13.1 Subject to any pre-existing rights of the Contractor (or of any third party), the results of the Work arising from this Agreement and any rights therein shall be the absolute property of RSSB and the Contractor hereby assigns to RSSB the future copyright and the future design right in the said results.

13.2 Without prejudice to its generality, the term "results" as used herein includes information, reports, drawings, designs, semiconductor topography, computer software, inventions and trade and service marks.

13.3 The Contractor shall, if so requested by RSSB and at RSSB's expense, make applications for patents in the United Kingdom and elsewhere on any such inventions and shall assign the patent rights to RSSB.

13.4 The Contractor shall not impart to anyone or publish any information concerning any matter or thing arising out of this Agreement, without the prior consent, in writing, of RSSB.

13.5 The Contractor shall ensure the Work provided by the Contractor or any sub-contractor and its use by RSSB shall not infringe any Intellectual Property Rights or Moral Rights of any third party.

13.6 Subject to Clause 13.5 of these terms and conditions, the Contractor and all relevant sub-contractors confirm that:

- (i) they own or have the right to use or otherwise exploit, and shall, at all relevant times, own or have the right to use or otherwise exploit, all Intellectual Property Rights necessary to provide the Work;
- (ii) they shall not infringe any third party's Intellectual Property Rights in supplying the Work;

- (iii) they have, and shall at all relevant times have, full right to grant the licences and use any Intellectual Property and to allow RSSB to use such Intellectual Property as set out in this Agreement.

14 Infringements

For the avoidance of doubt any breach of Conditions 11, 12 or 13 shall be a material breach entitling RSSB to terminate the Agreement forthwith in accordance with Condition 4.1.

15 Exploitation

At RSSB's sole discretion RSSB may permit the use and/or exploitation of the results as defined in Condition 13.2 by the Contractor under separate arrangements.

16 Liabilities

16.1 The Contractor shall be liable for and shall indemnify, and keep indemnified RSSB against all damages, losses, compensation, expenses and/or costs howsoever or wheresoever incurred or suffered arising directly or indirectly from, out of or in connection with the Agreement (including but not limited to any damages, losses, compensation, expenses and/or costs arising from the death or injury of any person and any loss of or damage to any physical property) caused by any act, default or negligence of the Contractor, its sub-contractors and/or agents and against all actions, claims, demands or proceedings in respect thereof or in relation thereto, provided that this liability and indemnity shall not apply to the extent that such damage, loss, compensation, expense and/or cost is wholly or partly attributable to any act, default or negligence of RSSB or a third party (other than the Contractor's sub-contractors and/or agents).

16.2 The Contractor will effect and maintain for the period of the Agreement an insurance policy or policies with a reputable insurance company for such sums as RSSB considers to be adequate, but in any event for not less than £1,000,000 (one million pounds sterling) for any one incident and which shall cover the indemnity set out above and the Contractor shall produce to RSSB on demand evidence of the policy and/or a form of a certificate prepared by the insurance providers.

16.3 In the case of liability from death or injury to persons there shall be no limit.

17 Professional Indemnity Insurance

The Contractor will effect and maintain for a period of six years after the end of the Agreement Professional Indemnity insurance cover for the type of work being carried out under the Agreement with a reputable insurance company for such sums as RSSB considers to be adequate, but which in any event shall not be less than £1,000,000 or the contract value if greater for any one incident and the Contractor shall produce to RSSB on demand evidence of the policy and/ or a form of a certificate prepared by the insurance providers.

18 Corrupt Gifts and Practices

18.1 RSSB shall be entitled to terminate the Agreement without notice at any time if the Contractor or anyone employed by or acting on behalf of the Contractor directly or indirectly:

- (i) gives or offers or agrees to give to any person employed or engaged by RSSB any gift or consideration of any kind for doing or forbearing to do any act in relation to the obtaining or execution of the Agreement; or
- (ii) enters into a business relationship of any kind with any person employed or engaged by RSSB without first obtaining the written approval of RSSB; or
- (iii) if commission has been paid or appears to have been paid by or on behalf of or to the knowledge of the Contractor in connection with the Agreement or any other agreement with RSSB without particulars of such commission being disclosed in writing to RSSB.

18.2 In any dispute, difference or question arising in respect of:

- (i) the interpretation of this Condition;
- (ii) the right of RSSB to determine the Agreement; or
- (iii) the amount of value of any such gift, consideration or commission;

the decision of RSSB shall be final and conclusive.

19 Access and Inspection of Documents

The Contractor shall allow the authorised representative(s) of RSSB, access at all reasonable times to the place where the Work is being carried out (including third party premises) to allow them to assess the progress of the Work and shall make available for inspection such documents as the said authorised representatives may request to assist them in the assessment of the progress of the Work and to enable them to satisfy themselves in relation to financial aspects of the Agreement. The Contractor shall provide such copies of the said documents as RSSB may reasonably request at the expense of the Contractor.

20 Agreement Document

20.1 Each party agrees that this Agreement alone constitutes the agreement between the parties in relation to the execution of the Work and supersedes and overrides all prior agreements and understandings whether oral or written.

20.2 No amendment to the Terms and Conditions of the Agreement shall be effective unless it is duly authorised by RSSB's Supply Chain department in writing.

20.3 If any provision of the Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction such unenforceable, invalid or illegal provisions shall not affect the remainder of the Agreement which should remain fully effective and enforceable.

20.4 Waiving by RSSB of any of its rights in respect of any breach of the Agreement shall not prevent the subsequent enforcement of any condition and shall not be deemed to waive the rights of RSSB in respect of any subsequent breach.

21 Entirety of Agreement

The Agreement shall be entire and entire fulfilment thereof shall be a condition precedent to any right of payment. In the case of any discrepancy between this Condition and any other provision of the Agreement, the provisions of this Condition shall prevail, and nothing done or omitted to be done by RSSB during the progress of the execution of the Work such as the payment of advances on account shall amount to a waiver of this Condition provided always that nothing in this Condition shall affect any of the rights and obligations of the parties under Condition 5 (Termination).

22 No Agency

Unless agreed in writing by RSSB the Contractor is not authorised to act as RSSB's agent in any respect or to represent RSSB's views, and must not hold himself out as having authority to contract or pledge the credit of RSSB.

23 Statutes, By Laws, Regulations etc.

23.1 The Contractor, his sub-contractors and their respective employees must comply with all statutes, by-laws, regulations or other legal obligations whatsoever applicable to the Work.

23.2 The Contractor and his sub- contractors and their respective employees, when working in or visiting any of RSSB's premises or premises of third parties in the course of the Work, shall additionally ensure compliance with all statutory regulations and the particular regulations and requirements in force for the time being at those premises, and with any special regulations which apply to any particular building or area within the boundaries of those premises.

24 Law

The Agreement shall be considered as an Agreement made in England and subject to the laws of England and to the sole jurisdiction of the English courts.

Schedules Attached

Schedule A: Programme of Work

Schedule B: Management of Work, Quality Assurance Requirements and Reporting

Schedule C: Agreement Price and Payment arrangements

Schedule D: Points of contact and addresses

Schedule E: Register of purchased and manufactured equipment and disposal instructions
(Optional)

Agreement Signature

Signed Date

Name in block capitals:.....

Duly authorised to sign for and on behalf of RSSB

and

Signed..... Date

Name in block capitals:

Duly authorised to sign for and on behalf of

Schedule A - Programme of Work and Duration

Agreement No:

1 Programme of Work

1.1 The Programme of Work shall be the work as fully described in the Contractor's proposal entitled "dated and as amended below;

1.2 The Work shall be carried out in accordance with the Project plan (or gantt chart or other plan fulfilling substantially the same purpose), contained in the said proposal or as may be subsequently agreed with RSSB's Delivery Manager.

2 Duration of the Work

2.1 Subject to the provisions of the Agreement the Work shall commence on and shall be completed by

Schedule B - Management of the Work, Quality Assurance and Reporting

Agreement No:

1 Management of the Work

1.1 The day to day management of the Work shall be the responsibility of the Contractor who shall appoint as Project Manager. The following shall be key personnel

1.2 RSSB's Delivery Manager shall be or such other person as RSSB shall nominate subsequently and notify to the Contractor in writing. The said Delivery Manager's duties shall include the following:-

- (a) to ensure that the Contractor is satisfactorily carrying out the Work;
- (b) to bring to the notice of the Project Manager or his representative any aspects of the Work on which he considers that the performance of the Contractor is not sufficient to secure the timely achievement of the Work;
- (c) to examine and certify Stage Payment claims.

1.3 In the event that either RSSB's Delivery Manager or the Contractor's Project Manager encounters major or generic problems which in their opinion may adversely affect the successful outcome and timely achievement of the Work and which they are unable to overcome and resolve satisfactorily, either individually or collectively, then they shall immediately escalate such matters for the purposes of seeking guidance, support and direction to the following senior representatives of the parties:-

For RSSB

Name:

Telephone number:

Email address:

For the Contractor

Name:

Telephone number:

Email address:

2 Quality and Safety Requirements

The Contractor shall operate a quality management system which shall be applied to the execution of the Work, and shall maintain such records as are required to comply with that system. The Contractor shall allow RSSB's Delivery Manager and other authorised representatives of RSSB access at all reasonable times to verify that the system is adhered to in all respects.

3 Project Records

Throughout the duration of the Work and for a minimum of six years following the completion or early cessation of the Work, the Contractor shall retain all records relating to the Work and permit RSSB's Delivery Manager and other authorised representatives of RSSB to inspect the said records. Such records shall be clearly marked with the Agreement Number and any other necessary labelling so as to register RSSB's interest therein.

4 Reports

4.1 The Contractor shall supply to RSSB's Delivery Manager (at the address given in the Contact List) the following:-

- (a) at four weekly intervals or such other intervals as shall be agreed one (1) copy of a management report summarising the progress of the Work to date; in addition the report will highlight any findings from the Work which the Contractor considers may be of critical importance to the rail industry; (notwithstanding that such findings will be included in the said report, the Contractor will inform RSSB's Delivery Manager immediately of the said findings);
- (b) by the date indicated each deliverable shall be forwarded to RSSB's Delivery Manager. Upon receipt of each deliverable RSSB's Delivery Manager shall inform the Contractor that the said deliverable is satisfactory or shall otherwise provide a commentary.

List of key deliverables (including reporting)	Target due dates

- (c) not later than one (1) copy of a draft final report describing all of the Work carried out. RSSB's Delivery Manager shall forward his detailed comments to the Contractor by .
- (d) upon receipt of the RSSB's Delivery Manager's written confirmation that the final report is satisfactory, the Contractor shall provide by :-
 - i. Two (2) bound copies of the agreed final report; and
 - ii. One (1) electronic copy

4.2 Copies of all deliverables provided electronically shall be provided in a format that is compatible with the Microsoft Office Professional suite of applications, ie: Word, Excel, PowerPoint and Access. The output from applications of this suite shall be in a version agreed with the RSSB's Delivery Manager during Project Definition. Where deliverables are required from applications that are not included within this suite, eg: PDF, gantt charts, CAD drawings, etc. the application and version shall be agreed with the Contractor during agreement of the specification of the Work

4.3 The submission and acceptance of these reports shall not prejudice the rights of RSSB under Condition 4 of the Agreement.

Schedule C - Agreement Price and Payment

To Agreement No;

1 Agreement Price

RSSB shall pay to the Contractor the Firm Fee of £(pounds) exclusive of VAT in consideration of the Work.

2 Payment

Stage Payments

2.1 Stage Payments in respect of the Work carried out may be claimed as follows:-

DELIVERABLES/KEY MILESTONES		AMOUNT	START DATE	END DATE	TARGET INVOICE DATE
1					
2					
3					
4					
5					
	TOTAL				

2.2 Payment of claims shall be subject to RSSB's Delivery Manager's certification that the relevant stage of the Work has been satisfactorily completed. Payment will only be made in respect of Work carried out within the start and finish date specified for the Work in the Duration Clause in Schedule A.

3. Payment of Invoices

All invoices or other claims for payment correctly rendered in accordance with the provisions of the Agreement shall be paid by RSSB within 30 days subject to RSSB's Delivery Manager's certification that the relevant stage of the Work is satisfactorily completed.

The following reference must be quoted on all invoices: PO.

Schedule D - Points of contact and addresses

Agreement No:

Further information may be obtained from:-

RSSB Supply Chain Department

The Helicon
One South Place
London
EC1M 2UP

Supply Chain Officer:

Telephone: 0203 142
Email: @rssb.co.uk

RSSB Research Department

The Helicon
One South Place
London
EC1M 2UP

Delivery Manager:

Telephone: 0203 142
Email: @rssb.co.uk

RSSB'S Finance Department

RSSB Finance Department
The Helicon
One South Place
London
EC1M 2UP

Telephone: 0203 142 5313
Facsimile: 0203 142 5667

Schedule E - Register of purchased and manufactured equipment and disposal instructions (Optional)

Agreement No:

1 Approval and Records

1.1 All items made or purchased under the Agreement shall vest in and become the absolute property of RSSB.

1.2 The Contractor shall maintain a separate register of items which he has either manufactured or purchased and proposes to charge to the Agreement, other than items which will be embodied in any equipment called for in the Agreement. The register shall be available at all reasonable times for inspection by the authorised representatives of RSSB, and RSSB may require the Contractor to furnish a copy of the register within a reasonable period. RSSB also may not accept as a charge against the Agreement any item which, in RSSB's opinion, is of the nature of a capital asset or not special to the Agreement. If in any doubt about the eligibility of any item or class of equipment the Contractor should seek the prior written agreement of RSSB's Delivery Manager.

1.3 The Contractor shall obtain the agreement in writing of RSSB's Delivery Manager before charging to the Agreement any item expected to cost £500 or more exclusive of VAT (other than items which will be embodied in any equipment called for in the Agreement, or items which have already been approved in the Programme of Work).

1.4 The Contractor shall safeguard the property purchased or issued under the Agreement and shall observe in his use such reasonable precautions as are normal in the use of his own property.

1.5 The equipment charged to the Agreement shall not be used for any purpose other than the execution of the Agreement without the prior written approval of RSSB's Delivery Manager and RSSB's Supply Chain department.

1.6 All purchases of materials, equipment etc. made for the purposes of the Agreement shall, wherever practicable, be made by competitive tender, and the Contractor shall take all reasonable steps to satisfy themselves that the price paid is fair and reasonable.

2 Disposal

2.1 The Contractor shall not without the previous consent in writing of RSSB's Supply Chain Department sell, transfer, lease or otherwise dispose of any equipment and/or material which has been purchased and charged to the Agreement.

2.2 On completion or termination of the Agreement, or earlier if requested, the Contractor shall furnish to RSSB's Supply Chain Department, three copies of a list bearing the reference number of the Agreement and giving details of all materials and items charged against the Agreement (including small items not individually approved) which have not been consumed in the course of the Agreement. Upon receipt of the lists RSSB's Supply Chain Department will issue disposal instructions.