

The Short Form Contract

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[Subject to Contract]

I. Cover Letter

Air Science Technologies Limited

44a Liverpool Road, Lydiate, Liverpool, Merseyside, L31 2LZ

Attn: [REDACTED]

By email to: [REDACTED]

Date: 17/04/2024

Our ref: C262934

Dear Michael,

Following your tender/proposal for the supply of decommissioning services to UK Health Security Agency, we are pleased confirm our intention to award this Contract to you.

The attached order form, contract conditions and the Annexes set out the terms of the contract between UK Health Security Agency and Air Science for the provision of the services set out in the order form.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the services. Please confirm your acceptance of this contract by signing and returning the order form via the Docusign process on the Atamis esourcing portal.

Yours faithfully,

Mantas Lukos

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II. Order Form

1. Contract Reference	C262934	
2. Buyer	UK Health Security Agency, 10 South Colonnade London E14 4PU	
3. Supplier	Air Science Technologies Limited 44a Liverpool Road, Lydiate, Liverpool, Merseyside, L31 2LZ, United Kingdom. Company registration number: 05076916	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Services.</p> <p>The Supplier shall supply the services described below on the terms set out in this order form and the attached contract conditions (“Conditions”) and Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this order form have the same meanings as in the Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p>	
5. Deliverables		
	Services	<p>Description: as set out in,</p> <p>The Services are:</p> <ul style="list-style-type: none"> To be performed at UKHSA, Rosalind Franklin Lab Leamington Spa. Date(s) of Delivery: Service to start once the contract has been signed by both parties.
6. Specification	<p>The specification of the Services is set out in [Annex 1 – Quotation]</p> <p>The total cost of the proposed service as per mandated requirements: £27,475.20 excl VAT.</p>	
7. Start Date	The agreement shall start once both parties have signed the contract.	
8. Expiry Date	28 th of June 2024.	
9. Extension Period	N/A	

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10. Buyer Cause	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.
11. Optional Intellectual Property Rights ("IPR") Clauses	Not applicable.
12. Charges	The Charges for the Services shall be as set out in [Annex 1 – Quotation].
13. Payment	<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>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: payables@ukhsa.gov.uk</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 Air Science Technologies Limited.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable team either by email to: payables@ukhsa.gov.uk.</p>
14. Data Protection Liability Cap	In accordance with clause 12.6 of the Conditions, the Supplier's total aggregate liability under clause 14.7.5 of the Conditions is no more than the Data Protection Liability Cap.
15. Progress Meetings and Progress Reports	Not applicable.
16. Buyer Authorised	<p>For general liaison your contact will continue to be</p> <p>Adam Knight, adam.knight@ukhsa.gov.uk.</p> <p>or, in their absence,</p>

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Representative(s)	Nicholas Moiseiwitsch, nicholas.moiseiwitsch@ukhsa.gov.uk		
17. Supplier Authorised Representative(s)	For general liaison your contact will continue to be <div style="background-color: black; width: 150px; height: 1.2em; margin: 5px 0;"></div> or, in their absence, uk@airscience.com		
18. Address for notices	<table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> Buyer: FAO Ainsley Ritchie UK Health Security Agency 10 South Colonnade London E14 4PU United Kingdom </td><td style="vertical-align: top; width: 50%;"> Supplier: Air Science Technologies Limited 44a Liverpool Road Lydiate, Liverpool L31 2LZ United Kingdom </td></tr> </table>	Buyer: FAO Ainsley Ritchie UK Health Security Agency 10 South Colonnade London E14 4PU United Kingdom	Supplier: Air Science Technologies Limited 44a Liverpool Road Lydiate, Liverpool L31 2LZ United Kingdom
Buyer: FAO Ainsley Ritchie UK Health Security Agency 10 South Colonnade London E14 4PU United Kingdom	Supplier: Air Science Technologies Limited 44a Liverpool Road Lydiate, Liverpool L31 2LZ United Kingdom		
19. Key Staff	As above		
20. Procedures and Policies	Not Applicable.		
21. Special Terms	Special Term 1 – <u>Modern Slavery:</u> The Supplier shall comply with any request by the Buyer to complete the Modern Slavery Assessment Tool, which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat , within sixty (60) days of such request.		
22. Incorporated Terms	The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:		

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	(a) The cover letter from the Buyer to the Supplier dated 17 th of April 2024. (b) This Order Form (c) Any Special Terms (d) Conditions
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Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on

III. Short form Terms (“Conditions”)

1 DEFINITIONS USED IN THE CONTRACT

- 1.1 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

“Affiliates”	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “Controlled” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Audit”	<p>the Buyer’s right to:</p> <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 34 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer’s internal and statutory audits and to prepare, examine and/or certify the Buyer’s annual and interim reports and accounts; (i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;

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“Beneficiary”	A Party having (or claiming to have) the benefit of an indemnity under this Contract;
“Buyer Cause”	has the meaning given to it in the Order Form;
“Buyer”	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
“Charges”	the charges for the Deliverables as specified in the Order Form;
“Claim”	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
“Conditions”	means these short form terms and conditions of contract;
“Confidential Information”	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which <ul style="list-style-type: none"> (a) is known by the receiving Party to be confidential; (b) is marked as or stated to be confidential; or (c) ought reasonably to be considered by the receiving Party to be confidential;
“Conflict of Interest”	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
“Contract”	the contract between the Buyer and the Supplier which is created by the Supplier’s counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
“Controller”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Crown Body”	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

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“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	<p>(a) the UK GDPR,</p> <p>(b) the DPA 2018;</p> <p>(c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and</p> <p>(d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);</p>
“Data Protection Liability Cap”	has the meaning given to it in row 14 of the Order Form;
“Data Protection Officer”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Data Subject Access Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Data Subject”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Deliver”	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 4.2. “Delivered” and “Delivery” shall be construed accordingly;
“Deliverables”	means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
“DPA 2018”	the Data Protection Act 2018;
“EU GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
“Existing IPR”	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
“Expiry Date”	the date for expiry of the Contract as set out in the Order Form;

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“FOIA”	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
“Force Majeure Event”	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the “Affected Party”) which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>but excluding:</p> <ul style="list-style-type: none"> (a) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; (b) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and (c) any failure of delay caused by a lack of funds, <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
“Good Industry Practice”	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
“Goods”	the goods to be supplied by the Supplier to the Buyer under the Contract;
“Government Data”	<ul style="list-style-type: none"> (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: <ul style="list-style-type: none"> (i) are supplied to the Supplier by or on behalf of the Buyer; or

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	<p>(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Controller;</p>
“Indemnifier”	a Party from whom an indemnity is sought under this Contract;
“Independent Controller”	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
“Information Commissioner”	the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
“Insolvency Event”	<p>in respect of a person:</p> <p>(a) if that person is insolvent;</p> <p>(b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction);</p> <p>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person’s assets or business;</p> <p>(d) if the person makes any composition with its creditors; or</p> <p>(e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;</p>
“IP Completion Day”	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
“Joint Controller Agreement”	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Error! Reference source not found. Error! Reference source not found. of Annex A – ;
“Joint Controllers”	Where two or more Controllers jointly determine the purposes and means of processing;
“Key Staff”	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
“Law”	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of

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	practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Material Breach”	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
“National Insurance”	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
“New IPR Items”	means a deliverable, document, product or other item within which New IPR subsists;
“New IPR”	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
“Open Licence”	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as updated from time to time and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time;
“Order Form”	the order form signed by the Buyer and the Supplier printed above these Conditions;
“Party”	the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them;
“Personal Data Breach”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
“Personal Data”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Prescribed Person”	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;

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“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
“Processor”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Protective Measures”	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
“Purchase Order Number” or “PO Number”	the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
“Rectification Plan”	<p>the Supplier’s plan (or revised plan) to rectify its Material Breach which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Material Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Material Breach; and (c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);
“Regulations”	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
“Request For Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	the services to be supplied by the Supplier to the Buyer under the Contract;
“Specification”	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;

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“Staff Vetting Procedures”	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer’s procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
“Start Date”	the start date of the Contract set out in the Order Form;
“Sub-Contract”	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
“Subcontractor”	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
“Subprocessor”	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;
“Supplier”	the person named as Supplier in the Order Form;
“Term”	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
“Third Party IPR”	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
“Transparency Information”	In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) as updated from time to time and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) as updated from time to time except for:

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	<p>(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</p> <p>(b) Confidential Information;</p>
“UK GDPR”	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
“VAT”	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Worker”	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) as updated from time to time applies in respect of the Deliverables; and
“Working Day”	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

- 2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 2.1.2 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;
- 2.1.3 references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.1.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;
- 2.1.5 the word “including”, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;

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2.1.6 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

3 HOW THE CONTRACT WORKS

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender (if any) and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4 WHAT NEEDS TO BE DELIVERED

4.1 All Deliverables

- 4.1.1 The Supplier must provide Deliverables:
- 4.1.1.1 in accordance with the Quotation,(where applicable) and the Contract;
 - 4.1.1.2 using reasonable skill and care;
 - 4.1.1.3 using Good Industry Practice;
 - 4.1.1.4 using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
 - 4.1.1.5 on the dates agreed; and
 - 4.1.1.6 that comply with all Law.
- 4.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- 4.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 4.2.2 The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.
- 4.2.3 Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

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- 4.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 4.2.5 The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
- 4.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 4.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 4.2.9 The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- 4.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable endeavours to minimise these costs.
- 4.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 4.2.12 The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

4.3 Services clauses

- 4.3.1 Late Delivery of the Services will be a default of the Contract.
- 4.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the security requirements (where any such requirements have been provided).
- 4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services

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- 4.3.4 The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- 4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 4.3.7 On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- 4.3.8 The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- 4.3.9 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5 PRICING AND PAYMENTS

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
 - 5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 5.2.2 include all costs and expenses connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
 - 5.4.1 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - 5.4.2 includes a detailed breakdown of Deliverables which have been delivered.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 36.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.

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- 5.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6 THE BUYER'S OBLIGATIONS TO THE SUPPLIER

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- 6.1.1 the Buyer cannot terminate the Contract under clause 11;
 - 6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - 6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and
 - 6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- 6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;
 - 6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and
 - 6.2.3 mitigated the impact of the Buyer Cause.

7 RECORD KEEPING AND REPORTING

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 The Buyer or an auditor can Audit the Supplier.
- 7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 7.7.1 tell the Buyer and give reasons;
 - 7.7.2 propose corrective action; and
 - 7.7.3 provide a deadline for completing the corrective action.

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- 7.8 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- 7.8.1 require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
 - 7.8.2 if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for Material Breach (or on such date as the Buyer notifies) and the consequences of termination in Clause 11.5.1 shall apply.
- 7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 8 SUPPLIER STAFF**
- 8.1 The Supplier Staff involved in the performance of the Contract must:
- 8.1.1 be appropriately trained and qualified;
 - 8.1.2 be vetted in accordance with the Staff Vetting Procedures; and
 - 8.1.3 comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
- 8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or

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8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.

8.7 The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (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, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

9 RIGHTS AND PROTECTION

9.1 The Supplier warrants and represents that:

- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
- 9.1.2 the Contract is entered into by its authorised representative;
- 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
- 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- 9.1.7 it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Buyer against each of the following:

- 9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
- 9.3.2 non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.

9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10 INTELLECTUAL PROPERTY RIGHTS ("IPRS")

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:

- 10.1.1 receive and use the Deliverables; and

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10.1.2 use the New IPR.

The termination or expiry of the Contract does not terminate any licence granted under this clause 10.

- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
- 10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
- 10.4 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract, it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.5 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in this clause 10 or otherwise agreed in writing.
- 10.6 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:
- 10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and
 - 10.7.2 replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
 - 10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 11.5.1 shall apply.
- 10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.8.1 the Buyer gives its approval to do so; and
 - 10.8.2 one of the following conditions applies:
 - 10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or

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- 10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:
- (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
- 10.8.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

- 10.9 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

11 ENDING THE CONTRACT

- 11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.
- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

- 11.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice, and if it's terminated clause 11.6.2 applies.

11.4 When the Buyer can end the Contract

- 11.4.1 If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier and the consequences of termination in Clause 11.5.1 shall apply:
- 11.4.1.1 there's a Supplier Insolvency Event;
 - 11.4.1.2 the Supplier is in Material Breach of the Contract;
 - 11.4.1.3 there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
 - 11.4.1.4 the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
 - 11.4.1.5 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or

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11.4.1.6 the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

11.4.2 If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5.1.2 to 11.5.1.7 apply.

11.5 What happens if the Contract ends

11.5.1 Where the Buyer terminates the Contract under clause 10.9, 11.4, 7.8.2, 28.4.2, or Paragraph **Error! Reference source not found.** of **Error! Reference source not found.** of Annex A – (if used), all of the following apply:

11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;

11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;

11.5.1.3 accumulated rights of the Parties are not affected;

11.5.1.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;

11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;

11.5.1.6 the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement; and

11.5.1.7 the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 12, 14, 15, 16, 18, 19, 32.2.2, 36 and 37 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

11.6.1 The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:

11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;

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11.6.2.2 the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and

11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.

11.6.3 The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.

11.7 Partially ending and suspending the Contract

11.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

11.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:

11.7.3.1 reject the variation; or

11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.

11.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12 HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.

12.2 No Party is liable to the other for:

12.2.1 any indirect losses; and/or

12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or

12.3.3 any liability that cannot be excluded or limited by Law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.4, 9.3.2, 10.6, or 32.2.2.

12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.

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- 12.6 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7.5 shall not exceed the Data Protection Liability Cap.
- 12.7 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.8 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13 OBEYING THE LAW

- 13.1 The Supplier, in connection with provision of the Deliverables:
- 13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;
 - 13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
 - 13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
 - 13.1.4 must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to [PPN 02/23 \(Tackling Modern Slavery in Government Supply Chains\)](#),¹ as such clauses may be amended or updated from time to time; and
 - 13.1.5 meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>, as updated from time to time.
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.
- 13.3 The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 27 to 34.

14 DATA PROTECTION AND SECURITY

- 14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.2 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via secure encrypted method upon reasonable request.

¹ <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

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- 14.3 The Supplier must ensure that any Supplier, Subcontractor, or Subprocessor system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in the Order Form or otherwise in writing by the Buyer (where any such requirements have been provided).
- 14.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 14.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- 14.5.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - 14.5.2 restore the Government Data itself or using a third party.
- 14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.
- 14.7 The Supplier:
- 14.7.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;
 - 14.7.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 14.7.3 must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers;
 - 14.7.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers; and
 - 14.7.5 indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.
- 14.8 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:
- 14.8.1 "Controller" in respect of the other Party who is "Processor";
 - 14.8.2 "Processor" in respect of the other Party who is "Controller";
 - 14.8.3 "Joint Controller" with the other Party;
 - 14.8.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

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in respect of certain Personal Data under the Contract and shall specify in **Error! Reference source not found. Error! Reference source not found.** of Annex A – which scenario they think shall apply in each situation.

14.9 Where one Party is Controller and the other Party its Processor

- 14.9.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in **Error! Reference source not found. Error! Reference source not found.** of Annex A – by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).
- 14.9.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- 14.9.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:
- 14.9.3.1 a systematic description of the expected processing and its purpose;
 - 14.9.3.2 the necessity and proportionality of the processing operations;
 - 14.9.3.3 the risks to the rights and freedoms of Data Subjects; and
 - 14.9.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.9.4 The Processor must, in relation to any Personal Data processed under this Contract:
- 14.9.4.1 process that Personal Data only in accordance with **Error! Reference source not found. Error! Reference source not found.** of Annex A – unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
 - 14.9.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
 - 14.9.4.3 Ensure that:
 - (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular **Error! Reference source not found. Error! Reference source not found.** of Annex A –);
 - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause 14;

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- (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
- (c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (d) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
- (e) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the “**IDTA**”), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (“**EU SCCs**”), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the “**Addendum**”) as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
- (f) the Data Subject has enforceable rights and effective legal remedies when transferred;

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- (g) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (h) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.
- 14.9.5 The Processor must at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 14.9.6 The Processor must notify the Controller immediately if it:
 - 14.9.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 14.9.6.2 receives a request to rectify, block or erase any Personal Data;
 - 14.9.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 14.9.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 14.9.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
 - 14.9.6.6 becomes aware of a Data Loss Event.
- 14.9.7 Any requirement to notify under clause 14.9.6 includes the provision of further information to the Controller in stages as details become available.
- 14.9.8 The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.9.6. This includes giving the Controller:
 - 14.9.8.1 full details and copies of the complaint, communication or request;
 - 14.9.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - 14.9.8.3 any Personal Data it holds in relation to a Data Subject on request;
 - 14.9.8.4 assistance that it requests following any Data Loss Event; and
 - 14.9.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- 14.9.9 The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:

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- 14.9.9.1 is not occasional;
- 14.9.9.2 includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- 14.9.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.9.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 14.9.11 Before allowing any Subprocessor to process any Personal Data, the Processor must:
 - 14.9.11.1 notify the Controller in writing of the intended Subprocessor and processing;
 - 14.9.11.2 obtain the written consent of the Controller;
 - 14.9.11.3 enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and
 - 14.9.11.4 provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
- 14.9.12 The Processor remains fully liable for all acts or omissions of any Subprocessor.
- 14.9.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 Joint Controllers of Personal Data

- 14.10.1 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in **Error! Reference source not found.** of Annex A – .

14.11 Independent Controllers of Personal Data

- 14.11.1 In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in **Error! Reference source not found. Error! Reference source not found.** of Annex A – shall apply to this Contract.

15 WHAT YOU MUST KEEP CONFIDENTIAL

- 15.1 Each Party must:
 - 15.1.1 keep all Confidential Information it receives confidential and secure;
 - 15.1.2 not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
 - 15.1.3 immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

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- 15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
 - 15.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 15.2.4 if the information was in the public domain at the time of the disclosure;
 - 15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;
 - 15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;
 - 15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
 - 15.2.8 to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
- 15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 15.4.4 where requested by Parliament; and
 - 15.4.5 under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information, and Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.

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16 WHEN YOU CAN SHARE INFORMATION

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 16.2.1 comply with any Request For Information
 - 16.2.2 if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.
- 16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

17 INSURANCE

- 17.1 The Supplier shall ensure it has adequate insurance cover for this Contract.

18 INVALID PARTS OF THE CONTRACT

- 18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT

- 19.1 No third parties may use the Contracts (Rights of Third Parties) Act ("**CRTPA**") to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20 CIRCUMSTANCES BEYOND YOUR CONTROL

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- 20.1.1 provides written notice to the other Party; and
 - 20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

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20.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously and the consequences of termination in Clauses 11.5.1.2 to 11.5.1.7 shall apply.

20.4 Where a Party terminates under clause 20.3:

20.4.1 each Party must cover its own losses; and

20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

21 RELATIONSHIPS CREATED BY THE CONTRACT

21.1 The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22 GIVING UP CONTRACT RIGHTS

22.1 A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

23 TRANSFERRING RESPONSIBILITIES

23.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.

23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24 SUPPLY CHAIN

24.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

24.1.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

24.1.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and/or reasonable services to its other customers; and/or

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- 24.1.3 the proposed Subcontractor employs unfit persons.
- 24.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:
 - 24.2.1 their name;
 - 24.2.2 the scope of their appointment; and
 - 24.2.3 the duration of their appointment.
- 24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
 - 24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
 - 24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - 24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - 24.4.2.2 require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - 24.4.2.3 allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 24.5 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
 - 24.5.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - 24.5.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
 - 24.5.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - 24.5.4 the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
 - 24.5.5 the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.
- 24.6 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

25 CHANGING THE CONTRACT

- 25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

26 HOW TO COMMUNICATE ABOUT THE CONTRACT

- 26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 26.2 Notices to the Buyer or Supplier must be sent to their address or email address in the Order Form.
- 26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27 DEALING WITH CLAIMS

- 27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.
- 27.2 at the Indemnifier's cost the Beneficiary must:
- 27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
 - 27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and
 - 27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 27.3 The Beneficiary must:
- 27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and
 - 27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

28 PREVENTING FRAUD, BRIBERY AND CORRUPTION

- 28.1 The Supplier shall not:
- 28.1.1 commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
 - 28.1.2 offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) 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 any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

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- 28.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 28.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 28.3 If the Supplier notifies the Buyer as required by clause 28.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 28.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- 28.4.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and
 - 28.4.2 immediately terminate the Contract and the consequences of termination in Clause 11.5.1 shall apply.

29 EQUALITY, DIVERSITY AND HUMAN RIGHTS

- 29.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:
- 29.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 29.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 29.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

30 HEALTH AND SAFETY

- 30.1 The Supplier must perform its obligations meeting the requirements of:
- 30.1.1 all applicable Law regarding health and safety; and
 - 30.1.2 the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 30.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

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31 ENVIRONMENT AND SUSTAINABILITY

- 31.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:
- 31.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
 - 31.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

32 TAX

- 32.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 32.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
- 32.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - 32.2.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 32.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains requirements that:
- 32.3.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 32.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - 32.3.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - 32.3.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 32.2 or confirms that the Worker is not complying with those requirements; and
 - 32.3.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

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33 CONFLICT OF INTEREST

- 33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 33.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 33.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 11.5.1.2 to 11.5.1.7 shall apply.

34 REPORTING A BREACH OF THE CONTRACT

- 34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 27 to 33.
- 34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.

35 FURTHER ASSURANCES

- 35.1 Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

36 RESOLVING DISPUTES

- 36.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute by commercial negotiation.
- 36.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 36.3 to 36.5.
- 36.3 Unless the Buyer refers the dispute to arbitration using clause 36.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction. :
- 36.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

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36.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 36.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 36.4.

36.6 The Supplier cannot suspend the performance of the Contract during any dispute.

37 WHICH LAW APPLIES

37.1 This Contract and any issues or disputes arising out of, or connected to it, are governed by English law.

IV. Annex A – Quotation



Air Science™

QUOTATION REFERENCE SER040424-M

April 12, 2024

Name

Dr Ashutosh Sharma JSPS Fellow

Tel:

Company

UKHSA – Rosalind Franklin Lab
Leamington Spa

Email: Ashutosh.Sharma@ukhsa.gov.uk

Sales quote

ITEM	DESCRIPTION	QTY	AMOUNT	TOTAL
SER-01	<p>Service to turn cabinet on and ensure unit is operational then provide a decontamination and biological clean to ensure removal of bioburden & destruction of pathogenic organisms to the internal surfaces and filter face followed by a wipe and spray of denaturing chemicals. Certificate to be provided of clean and cabinet operation.</p> <p>Remove unit from stand, then remove from the lab area. Wrap, package and box the RHLF unit and place on a pallet. Wrap the support stand and place on top of the RHLF unit and strap both the RHLF and Support stand to the pallet. Air Science to provide all lifting and moving equipment. (Air Science aren't responsible for loading onto a wagon.</p> <p>Pallets, wrap, packaging, boxes and strapping, provided by Air Science</p> <p>All units to be left on site – Labelled with Serial Number and then reports and certificates to sent digitally.</p> <p>Subject to site survey and proposal of works.</p>	48	£472.40 each	£22,675.20
VHP	VHP Décontamination and Certificate.	48	£100.00 each	£4,800.00
SUBTOTAL				£27,475.20
TERMS: Nett 30 days with approved P.O - Prices quoted are Valid for 60 days unless stated or arranged otherwise, Currency – Price is quoted in GBP Please be advised that this quotation excludes any consumable items and or additional parts that may be found needed on this service visit. Please ensure all equipment is safe and where applicable all permits to work are in place prior to our planned visit to prevent an aborted visit.				
VAT RATE				20%
VAT TOTAL				£5,495.04
TOTAL				£32,970.24

AIR SCIENCE TECHNOLOGIES, CROSS FARM, MAIRSCOUGH LANE, DOWNHOLLAND, LANCASHIRE, L39 7HT 0151 5262457

WEBSITE: www.airscienceuk.com EMAIL: uk@airscience.com COMPANY REGISTRATION NO: 0756916 VAT NO: 926 3461 10

V. Annex B – Statement of Requirements Document

Official: Decommissioning of Equipment at Rosalind Franklin Laboratory

Version: 1

Decommissioning of Equipment at Rosalind Franklin Laboratory

Purpose

The purpose of this project is to decommission the listed lab Equipment safely and efficiently from the Rosalind Franklin Laboratory, ensuring compliance with all relevant health and safety (H&S) regulations and ensuring all parties engaged in the process are aligned and in agreement prior to commencement of any work. This document will act as the statement of requirements for providing quotes and also support any direct face-to-face meetings with all parties.

The UKHSA has equipment originally manufactured by your company, located at Rosalind Franklin Laboratory Rosalind Franklin Laboratory, Juno Drive, Leamington Spa, CV31 3AR and requires that this equipment is removed from the property.

The Supplier is required to disassemble and repackage the named equipment in the Asset List [Section 13] in order for the equipment to be made ready for transport to long term off-site storage.

Equipment shall be disassembled in a manner that ensures it remains capable of being fully operational if required to be reinstated and there is no loss in value of the equipment. Any and all certification necessary to prove such a standard shall be provided by the supplier at the end of the works.

Equipment shall be packaged to a standard that ensures it is fit for transport to off-site storage. Where possible the supplier shall seek to consolidate packaging to minimise the total number of crates and pallets.

The target date for the equipment to be disassembled, packaged and ready for collection is no later than **17 May 2024**. This will require co-operation with UKHSA staff and potentially other Equipment Manufacturers in order to ensure the work is completed on time. Time is of the essence and the UKHSA wishes to secure the necessary capacity and time of your staff to ensure equipment is ready for collection on **17 May**.

Additional Option 1.

Once the equipment is packaged the supplier may be asked to move the crates or pallets to a designated loading area on site. If possible, please provide additional costs and requirements for this function. Access to forklift and handling equipment support from UKHSA warehouse staff will be available. This will be managed by UKHSA.

Additional Option 2.

The UKHSA also wishes to understand the Supplier's ability to provide transport to a designated off-site storage facility once the disassembly and packaging work is complete. Moving to and loading of OEM designated vehicles will be completed by UKHSA Warehouse staff. Vehicle load



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planning will be supplied by UKHSA, with joint approval of OEM. This is an option which may be exercised at the behest of the UKHSA and may not be required. If the option to transport is required, the equipment must be collected from the site by no later than **14 June 2024**.

Scope of Work

1. **Initial Site Assessment:** A thorough site assessment must be conducted to identify how the work will be carried out and any potential hazards or obstacles that may need to be addressed before the removal process can begin. This assessment should include but not limited to:
 - a. An evaluation of the equipment to be removed (and labelled accordingly)
 - b. Determine the safe and correct lifting points/methods for the equipment and any off centre, centre of gravity of the equipment
 - c. The site conditions and restrictions (both internal and external, such as site access)
 - d. How and where the equipment is to be isolated?
 - e. The availability/requirement of heavy equipment (HE), and who is responsible for supplying and operating the HE
 - f. Any potential risks or hazards that may be present in dismantling, in accessing site, and general movement around site and any specific PPE (Personal Protective Equipment) requirements.
 - g. Establish areas, standard required and responsibility for "putting right" such as roof tiles, electrical ducting etc
 - h. Establish whether another party has responsibility for certain access / complex operations – is the landlord responsible for any tasks if so, how will this be funded
2. **Costing:** A detailed breakdown of costs must be provided by the service provider that outlines all fees associated with workforce/labour requirements (or clearly caveated if these are not included e.g. the landlord responsibilities), the stated options, and hire of any HE required to complete the dismantling work. Costs should also clearly indicate whether VAT is applicable or not. Should any additional requirements not initially quoted must be agreed in writing by UKHSA and service provider prior to the additional work being carried out. Any fees incurred that have not been approved in writing, will not be accepted. A change request in any event will be required for auditing purposes in line with contractual obligations.

If the work relies on more than sub-contractors to undertake extrication of equipment and assets then a detailed rules of engagement should be written, considered and upon agreement, signed. This will cover areas such as liabilities and responsibilities ensuring accountabilities at every stage of the programme, in addition an escalation process for supplier, contractor and customer will need to be clearly documented with at least 2 levels of escalation

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3. **Timescale:** A clear timescale for the removal of the equipment must be agreed upon by all parties, including a detailed schedule of work that outlines the tasks and activities to be completed, as well as the deadlines for each. The timescale should consider any potential delays or obstacles that may arise during the removal process and should be regularly reviewed by the dismantling team and updated as needed. As stated above the target dates for completion should drive the operational timescales and resources should be allocated accordingly.

4. **Disassembly, Packing and Wrapping**

The Supplier shall survey the equipment in situ and establish plan to disassemble the full list of equipment in the Asset List. The plan shall be shared with the lead UKHSA representative for their consideration, at which point the UKHSA may request reasonable modification to the plan.

The Supplier shall also provide all necessary certification and warranties at the end of the disassembly that the equipment remains fully operational and suitable for redeployment or resale at current market rate.

The Supplier shall package, wrap, and crate the equipment to ensure it is suitable for transport to long term storage.

The suppliers shall also remove any OEM manufactured reagents and inventory that remain in-situ at RFL. This includes items that are deemed surplus to requirements by UKHSA. These items must be removed of and disposed of in line with the organisations policies and industry standards.

5. **Transport and movement of packaged equipment:** The Supplier may be asked to arrange for transport of the decommissioned equipment (as per option 1 2). The UKHSA shall confirm to the Supplier if this option is required.
6. **Health and Safety:** Ensuring the health and safety of all personnel involved in the removal process is a top priority. The scope of work should include detailed H&S procedures and protocols, including any necessary training and certification requirements, personal protective equipment, and emergency response plans. At the very minimum, Risk Assessments and method statements must be provided by the service provider to cover all distinct tasks associated with dismantlement and removal. Potential impact of the scope of work on third parties must be assessed and mitigated in the Method Statement and subsequent Safe Systems of Work. ~~(OOO)~~

All personnel involved in all aspects of the scope of work, must be suitably trained and evidence of skills provided. All personnel involved should be inducted to the building H&S requirements.



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H&S remains the responsibility of the site location and responsible personnel at this location have overall primacy for its implementation and application. Service providers are therefore required to follow all instructions given by the site personnel, unless the Service provider identifies that instructions would raise the risk level in the scope of work (this maybe a designated individual pre-determined by the site). Where H&S relates to dismantling procedures only and not site safety, the service provider will be responsible for correct safety procedures being followed. All personnel must abide by the site's Personal Protection Equipment (PPE) requirements.

7. **Insurance:** Standard UKWA & RHA (Road Haulage Association) insurance will be provided as an absolute minimum, should additional insurance be required then a premium will be applicable for this schedule
8. **Project Closeout:** On completion of all activities, the project must be formally closed out. This will involve finalizing all necessary documentation and conducting a final check of the equipment and original site where the equipment was held by UKHSA member of staff to ensure all parties are content that the scope of work has been completed and there are no outstanding issues or remaining assets could be resolved. This will include all-site inspection for any potential damage that may have been caused in the removal process. If such issues are highlighted all parties will agree liability and resolution prior to project closure. All parties to provide signatory that the project is closed with no outstanding points of contention.

Communication

Effective communication between all parties involved in the project is crucial for its successful completion. Communication should be made to any third parties that may be affected by the scope of work. Regular meetings should be held between the service provider, UKHSA, and site location representatives. Should any changes be required to the original scope of work, these must be confirmed in writing and agreed by all parties. Any verbal on-site agreements must be followed-up within 24 hours with written confirmation. Any complaints or concerns should also be confirmed in writing from either the service provider or site location to UKHSA. Service provider and site location should not engage independently from UKHSA.

Onsite Management/Oversight

The dismantling team should appoint an experienced project manager to oversee the entire removal process, ensuring that all work is completed to a high standard and in compliance with health and safety regulations. On-site manager is to be present on-site until the completion of the project. Any third-party services utilised by the overall service provider must also be project managed and always overseen whilst operating on site.

The location of the equipment is - Rosalind Franklin Laboratory, Juno Drive, Leamington Spa CV31 3AR



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The equipment is located - Designated Laboratory areas.

While on site the Supplier shall liaise with named UKHSA staff to ensure they are aware of key activities and where necessary shall seek clarification or authorisation to proceed. UKHSA staff shall be named in advance of the visit.

Health & Safety Owner

The dismantling team should appoint a designated H&S owner to ensure that all relevant safety procedures are followed throughout the project, with any incidents documented and presented to UKHSA within H&S protocols. It is envisaged that the adoption of the site owners H&S rules and incident reporting protocols will be utilised to inform the UKHSA of any potential near misses / incidents that have occurred. Up to date ELI / PLI insurance certificates, location of accident book, site safety manuals and first aid provision must be provided by the site owner in advance of any work commencing.

Liability

The liability for any damage or injury caused during the removal process should be clearly defined and agreed upon by all parties involved in the project. It should be noted that UKHSA is not liable for any injury or damage caused during the removal project. This should be clearly communicated to all stakeholders involved in the project. The service provider (including any associated subcontractors engaged by the service provider) and site location must provide sufficient evidence to UKHSA of liability policy and insurance where applicable.

Damage Penalties

Any company taking on the dismantling project must be aware that they may incur penalties for any damage caused to the Equipment or the building site during the removal process, where the service provider is proven to be directly liable. It is essential to take all necessary precautions to minimize the risk of damage, and any damage that does occur must be promptly reported to UKHSA and digital photographic evidence taken to support any further actions.

Access Rights

The service provider should be granted the necessary access rights to the building location to carry out the removal process prior to the start of the project. Temporary passes with correct access levels should be given to everyone on the team associated with the dismantling work.

Working Hours

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The working hours for the removal process should be agreed upon in advance and communicated to all relevant parties.

Onsite HE Access

The project team should be granted access to any relevant onsite heavy equipment (HE) required for the removal process.

It is the responsibility of the service provider to have suitably qualified personnel (in-date) to operate any HE. UKHSA reserve the right to request checks on any licenses (qualifications) as required.

Additional HE

As part of the removal project, it may be necessary to use additional heavy equipment (HE) to facilitate the dismantling and removal of the Equipment from the site. The service provider will liaise with the UKHSA for any additional HE required for the project, ensuring that the equipment is suitable for the task and meets all necessary safety requirements. Any costs associated with the rental of additional HE should be detailed in the costing.

Packing/Wrapping

Packing standard required must be detailed and agreed prior to transportation of the equipment. All equipment should be safely and securely packed and wrapped for transport by the dismantling, following appropriate procedures and guidelines to avoid any damage during transport/storage. Any charges associated with shrink wrapping/bubble wrapping should be included in the costings. This may include machinery required to apply either type of wrapping.

Site Condition (Post Dismantling):

The site should be left in a clean and tidy condition post dismantling, with any debris or waste removed from the site. Final sign-off of the site condition should be agreed with on-site company and the service provider, this should align with the standard agreed in the assessment. UKHSA may attend this final sign-off.

Asset List**Asset Schematics/Registration**



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UKHSA should ensure that the service provider has access to assembly line schematics prior to work commencing to allow suitable recording and cross-referencing of asset serial numbers against assembly lines and pallets used for dismantling. It is the responsibility of the service provider to compile a complete list of individual asset serial numbers as well as collective non-serialised items that link to each assembly. Service provider must be able to provide sufficient evidence that all assets have been decommissioned, but also show that they match to the asset schematics for every assembly line dismantled. Photographs will be taken to record assets against the asset / serial number list provided by UKHSA in Excel format

Post Dismantling Reports (PDR)

A full PDR must be submitted by the service provider on completion of dismantling. This must include:

- Completed asset schematic, with asset and serial numbers to each assembly line clearly notated
- A complete pallet inventory that cross-references to the asset schematic by individual assembly line number
- Any non-serialised items (such as ducting or wire looms) should be consolidated into individual containers, clearly referenced to separate assembly lines
- Digital photographic evidence of each item pre and post dismantling on pallet must be included
- Any damaged items, assets, building should be clearly referenced and identified in a separate section of the report
- Completion statement to confirm site is clear, tidy, and all required assets (countersigned by site company/UKHSA) decommissioned

The Supplier shall ensure all the listed requirements in this document are taken into consideration as part of their initial quotation and subsequent work (if approved via Change Request to the Contract). No provision or term in the Contract shall be overridden by this Change Request.

Quotations

Please provide a quote for the following:

Core Requirement:	
Disassembly and Packaging of all assets on the Asset List to the standard described within this document.	£



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Option 1: Core Requirement plus Movement of packaged equipment to a designated loading site within RFL	£
Option 2: Core Requirement plus Collection and Delivery to UKHSA off- site storage within the UK	£

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Annex C – Air Science Item List

	A	B	C	D	E	F
1	Instrument Name ▼	Location ▼	Room ▼	Manufacture ▼	Model ID ▼	Serial Number ▼
269	RLAF_001	LL1	Unboxing/Unbagging	Air Science	PURAIR HLF	HLF94850
270	RLAF_002	LL1	Unboxing/Unbagging	Air Science	PURAIR HLF	HLF94827
271	RLAF_003	LL1	Unboxing/Unbagging	Air Science	PURAIR HLF	HLF94823
272	RLAF_004	LL1	Unboxing/Unbagging	Air Science	PURAIR HLF	HLF94828
273	RLAF_005	LL1	Unboxing/Unbagging	Air Science	PURAIR HLF	HLF94956
274	RLAF_006	LL1	Unboxing/Unbagging	Air Science	PURAIR HLF-77	HLF94829
275	RLAF_007	LL1	Unboxing/Unbagging	Air Science	PURAIR HLF-77	HLF94954
276	RLAF_008	LL1	Unboxing/Unbagging	Air Science	PURAIR HLF-77	HLF94708
277	RLAF_017	LL3	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF-95354
278	RLAF_018	LL3	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF-95291
279	RLAF_019	LL3	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF-95285
280	RLAF_020	LL3	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF-94983
281	RLAF_021	LL3	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF-95353
282	RLAF_022	LL3	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF-95349
283	RLAF_023	LL3	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF-95367
284	RLAF_024	LL3	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF-95498
285	RLAF_025	LL4	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF96104
286	RLAF_026	LL4	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF96105
287	RLAF_027	LL4	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF96100
288	RLAF_028	LL4	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF94848
289	RLAF_029	LL4	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF95359
290	RLAF_030	LL4	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF95660
291	RLAF_031	LL4	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF94986
292	RLAF_032	LL4	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF95077
293	RLAF_033	LL10	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF96128
294	RLAF_034	LL10	Unboxing/Unbagging	Air Science	PURAIR HLF-73	HLF96363
295	RLAF_035	LL10	Unboxing/Unbagging	Air Science	PURAIR HLF-74	HLF96098
296	RLAF_036	LL10	Unboxing/Unbagging	Air Science	PURAIR HLF-75	HLF96536
297	RLAF_037	LL10	Unboxing/Unbagging	Air Science	PURAIR HLF-76	HLF96130
298	RLAF_038	LL10	Unboxing/Unbagging	Air Science	PURAIR HLF-77	HLF96099
299	RLAF_039	LL10	Unboxing/Unbagging	Air Science	PURAIR HLF-77	HLF96052
300	RLAF_040	LL10	Unboxing/Unbagging	Air Science	PURAIR HLF-77	HLF96111
301	RLAF_041	LL11	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF96362
302	RLAF_042	LL11	Unboxing/Unbagging	Air Science	PURAIR HLF-73	HLF96116
303	RLAF_043	LL11	Unboxing/Unbagging	Air Science	PURAIR HLF-74	HLF96053
304	RLAF_044	LL11	Unboxing/Unbagging	Air Science	PURAIR HLF-75	HLF96124
305	RLAF_045	LL11	Unboxing/Unbagging	Air Science	PURAIR HLF-76	HLF96123
306	RLAF_046	LL11	Unboxing/Unbagging	Air Science	PURAIR HLF-77	HLF96157
307	RLAF_047	LL11	Unboxing/Unbagging	Air Science	PURAIR HLF-77	HLF96051

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308	RLAF_048	LL11	Unboxing/Unbagging	Air Science	PURAIR HLF-77	HLF96156
309	RLAF_009	LL2	Unboxing/Unbagging	Air Science	PURAIR HLF-72	HLF95286
310	RLAF_010	LL2	Unboxing/Unbagging	Air Science	PURAIR HLF-73	HLF95262
311	RLAF_011	LL2	Unboxing/Unbagging	Air Science	PURAIR HLF-74	HLF95261
312	RLAF_012	LL2	Unboxing/Unbagging	Air Science	PURAIR HLF-75	HLF94955
313	RLAF_013	LL2	Unboxing/Unbagging	Air Science	PURAIR HLF-76	HLF94849
314	RLAF_014	LL2	Unboxing/Unbagging	Air Science	PURAIR HLF-77	HLF95288
315	RLAF_015	LL2	Unboxing/Unbagging	Air Science	PURAIR HLF-77	HLF94851
316	RLAF_016	LL2	Unboxing/Unbagging	Air Science	PURAIR HLF-77	HLF94984

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