



**UK Research
and Innovation**

[Supplier name]

[Supplier address]

Attn: **[insert Supplier contact name]**

By email to: **[insert Supplier contact email address]**

Date: [Insert date]

Your ref: [Insert Supplier's reference, if any]

Our ref: CR21011

Dear Sirs,

Award of contract for the supply of Strategic Priorities Fund Greenhouse Gas Removal Demonstrators (SPF GGR-D)

Following your tender/ proposal for the supply of the supply of Strategic Priorities Fund Greenhouse Gas Removal Demonstrators (SPF GGR-D) to UKRI, we are pleased to award this contract to you.

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

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) **[insert Supplier's full name]**, [a company incorporated and registered in [COUNTRY] with company number [NUMBER] and registered VAT number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] **OR** [a partnership under the laws of [COUNTRY] whose address is [ADDRESS]] **OR** [a business with its trading address at [ADDRESS]] (the "**Supplier**").

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

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

Term

- 1 Commencement Date: Friday 2nd April 2021
- 2 Expiry Date: Tuesday, 31 March 2026
- 3 A Break clause exist between deliverables. Special terms as follows.

Deliverable 1: April 2021 – June 2021

Deliverable 2: July 2021 – September 2021

Deliverable 3. September 2023 – December 2023

Deliverable 4: End of programme completed by March 2026

Description of Goods and/or Services

- 4 The Specification of the Goods and/or Services to be delivered is as set out in [Schedule 2 / the Supplier's quotation dated ***[insert date]***].
- 5 The Services shall be performed at ***[insert description of premises (including whether they are UKRI's premises, the Supplier's premises and/or a third party's premises and in each case the address)]***.
- 6 The Goods shall be Delivered in accordance with the following instructions:

Delivery Address

UK Research and Innovation (UKRI) Polaris House, North Star Avenue, Swindon, England, SN2 1FL

Date of Delivery

End of programme completed by March 2026

Charges & Payment

- 7 The Charges for the Goods and/or Services shall be as set out in Schedule 3 / the Supplier's quotation dated ***[insert date]***.
- 8 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: finance@uksbs.co.uk or (UKSBS, UK SBS, Polaris House, North Star Avenue, Swindon, SN2 1FF).
- 9 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to finance@uksbs.co.uk or by telephone 01793 867004 between 09:00-17:00 Monday to Friday.

Supplier's Limit of Liability

- 10 The Limit of Liability of the Supplier under this Contract shall be: 125% of the total Charges paid and payable to the Supplier under this Contract.

Notices

- 11 The address for notices of the Parties are:

UKRI

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

Attention: [Insert Commercial Business
Partner name]

Supplier

***[insert
and address of Supplier]***

Attention: ***[insert title]***

name

Email: commercial@ukri.org

Email: [*insert email address*]

Liaison

- 12 For general liaison your contact will continue to be Rachel Foy and contact details rachael.foy@nerc.ukri.org

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to [insert UKSBS Procurement Officer name] at the above address. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of **United Kingdom Research and Innovation**

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

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

Signed for and on behalf of [*insert full name of Supplier*]

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

Terms and Conditions of Contract for Goods and/or Services

1 INTERPRETATION

1.1 In these terms and conditions:

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

countersignature of the Award Letter and includes the Award Letter and Schedules;

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

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

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

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

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

2 **BASIS OF CONTRACT**

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

3 **SUPPLY OF GOODS AND SERVICES**

- 3.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall supply the Goods and/or Services to UKRI subject to and in accordance with the terms and conditions of the Contract.
- 3.2 In supplying the Goods and/or Services, the Supplier shall:
 - (a) co-operate with UKRI in all matters relating to the supply of Goods and/or Services and comply with all UKRI's instructions; and
 - (b) comply with all applicable laws.
- 3.3 The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes and guarantees that the Goods supplied under the Contract shall:
 - (a) be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
 - (c) conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;
 - (d) be free from design defects; and
 - (e) be fit for any purpose held out by the Supplier or made known to the Supplier by UKRI expressly or by implication, and in this respect UKRI relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by UKRI of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 3.3.
- 3.4 In supplying the Services, the Supplier shall:
 - (a) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;

- (b) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (c) ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- (d) not do or allow anything to be done that would, or would be likely to, bring UKRI into disrepute or adversely affect its reputation in any way; and
- (e) provide all equipment, tools and vehicles and other items as are required to provide the Services.

4 TERM

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

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Goods and/or Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or Services. Unless otherwise agreed in writing by UKRI, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods and/or performance of the Service.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. UKRI shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods and/or Services.
- 5.3 The Supplier shall invoice UKRI as specified in the Contract. Each invoice shall include such supporting information required by UKRI to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods and/or Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Goods and/or Services by the Supplier, UKRI shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. UKRI may, without prejudice to any other rights and remedies under the Contract, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 5.4 after a reasonable time has passed (which shall be no less than 14 calendar days).
- 5.6 If there is a dispute between the Parties as to the amount invoiced, UKRI may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 18.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 21.
- 5.7 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
 - (a) provisions having the same effects as clauses 5.3 to 5.6 (inclusive) of this Contract; and

- (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as clauses 5.3 to 5.7 (inclusive) of this Contract.
 - (c) In this clause 5.7, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from UKRI in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
- 5.8 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Contract or under any other agreement or contract with UKRI. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part.
- 6 DELIVERY**
- 6.1 The Supplier shall Deliver the Goods to UKRI on or by the Date of Delivery. Unless otherwise agreed in writing by UKRI, Delivery shall be on the date and to the address specified in the Award Letter. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and UKRI has signed for the Delivery.
- 6.2 Any access to UKRI's premises and any labour and equipment that may be provided by UKRI in connection with Delivery of the Goods shall be provided without acceptance by UKRI of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss or damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of UKRI or its servant or agent. The Supplier shall indemnify UKRI in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which UKRI may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.
- 6.3 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.
- 6.4 Unless otherwise stipulated by UKRI in the Award Letter, Deliveries shall only be accepted by UKRI on Working Days and during normal business hours.
- 6.5 Where (i) the Supplier fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of clause 3, then without limiting any of its other rights or remedies implied by statute or common law, UKRI shall be entitled:
- (a) to terminate the Contract;
 - (b) to require the Supplier, free of charge, to deliver substitute Goods within the timescales specified by UKRI;
 - (c) to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the Charges of the rejected Goods (if paid);
 - (d) to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and UKRI shall be entitled to a full refund on those Goods or part of Goods duly returned;

- (e) to buy the same or similar Goods from another supplier; and
- (f) to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

7 **PROPERTY AND GUARANTEE OF TITLE**

7.1 Without prejudice to any other rights or remedies of UKRI, title and risk in the Goods shall pass to UKRI when Delivery of the Goods is complete (including off-loading and stacking).

7.2 The Supplier warrants that:

- (a) it has full clear and unencumbered title to all the Goods;
- (b) at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to UKRI; and
- (c) on Delivery UKRI shall acquire a valid and unencumbered title to the Goods.

8 **STAFF**

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

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

and the Supplier shall comply with any such notice.

8.2 The Supplier shall:

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

9 **TUPE**

- 9.1 The Supplier warrants that the provision of the Goods and/or Services shall not give rise to a transfer of any employees of the Supplier or any third party to UKRI pursuant to TUPE.

10 **ASSIGNMENT AND SUB-CONTRACTING**

- 10.1 The Supplier shall not without the written consent of UKRI assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the Contract. UKRI may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 10.2 Where UKRI has consented to the placing of sub-contracts, the Supplier shall, at the request of UKRI, send copies of each sub-contract, to UKRI as soon as is reasonably practicable.
- 10.3 UKRI may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

11 **INTELLECTUAL PROPERTY AND INDEMNITY**

- 11.1 All Intellectual Property Rights in any materials provided by UKRI to the Supplier for the purposes of this Contract shall remain the property of UKRI but UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.
- 11.2 The ownership of all Intellectual Property Rights in any materials created or developed by the Supplier pursuant to the Contract or arising as a result of the provision of the Goods and/or Services shall vest in UKRI. If, and to the extent, that the ownership of any Intellectual Property Rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns ownership of such Intellectual Property Rights to UKRI by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).
- 11.3 UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use any Intellectual Property Rights in the materials created or developed by the Supplier pursuant to the Contract and any Intellectual Property Rights arising as a result of the provision of the Goods and/or Services as required until termination or expiry of this Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract
- 11.4 Without prejudice to clause 11.2, the Supplier hereby grants UKRI a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights vested in or licensed to the Supplier on the date of the Contract or during the Term to the extent not falling within clause 11.2 including any modifications to or derivative versions of any such Intellectual Property Rights, which UKRI reasonably requires in order to exercise its rights and take the benefit of the Contract including the Goods and/or Services provided.
- 11.5 The Supplier shall indemnify, and keep indemnified, UKRI in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by UKRI as a result of or in connection with any claim made against UKRI 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 Goods and/or Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

- 11.6 UKRI shall promptly notify the Supplier of any infringement claim made against it relating to any Goods and, subject to any statutory obligation requiring UKRI to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. UKRI shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

12 **RECORDS**

- 12.1 If required by UKRI, the Supplier shall:

- (a) attend progress meetings with UKRI at the frequency and times specified by UKRI and shall ensure that its representatives are suitably qualified to attend such meetings; and
- (b) submit progress reports to UKRI at the times and in the format specified by UKRI.

- 12.2 The Supplier shall keep and maintain until 6 years after the end of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Goods and/or Services supplied under it, and all payments made by UKRI. The Supplier shall on request afford UKRI or UKRI's representatives such access to those records as may be reasonably requested by UKRI in connection with the Contract.

13 **CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY**

- 13.1 Subject to clause 13.2, each Party shall:

- (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- (b) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.

- 13.2 Notwithstanding clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:

- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
- (b) to its auditors or for the purposes of regulatory requirements;
- (c) on a confidential basis, to its professional advisers;
- (d) to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- (e) where the Receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 13.2(e) shall observe the Supplier's confidentiality obligations under the Contract; and
- (f) where the Receiving Party is UKRI:

- (i) on a confidential basis to the employees, agents, consultants and contractors of UKRI;
- (ii) on a confidential basis to any Central Government Body, any successor body to a Central Government Body or any company to which UKRI transfers or proposes to transfer all or any part of its business;
- (iii) to the extent that UKRI (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (iv) in accordance with clause 14.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on UKRI under this clause 13.

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

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

14 FREEDOM OF INFORMATION

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

- (a) provide all necessary assistance and cooperation as reasonably requested by UKRI to enable UKRI to comply with its obligations under the FOIA and the EIR;
- (b) transfer to UKRI all Requests for Information relating to the Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide UKRI with a copy of all Information belonging to UKRI requested in the Request for Information which is in its possession or control in the form that UKRI requires within 5 Working Days (or such other period as UKRI may reasonably specify) of UKRI's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by UKRI.

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

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

15 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

- 15.1 In this Clause 15, the terms, "processes", "data controller" and "data processor" shall have the same meanings given to them under Data Protection Legislation.
- 15.2 The Parties acknowledge that for the purposes of Data Protection Legislation, UKRI is the data controller and the Supplier is the data processor of any Personal Data.
- 15.3 The Supplier shall and shall procure that its staff and sub-contractors shall comply with all Data Protection Legislation in relation to any Personal Data processed.
- 15.4 Without limiting Clauses 15.2 and 15.3, the Supplier shall at all times (and shall ensure that at all times its staff):
- (a) process Personal Data only in accordance with the documented instructions received from UKRI and during the Term of this Contract. The Supplier shall immediately inform UKRI if, in the Supplier's opinion, an instruction from UKRI infringes the Data Protection Legislation or any other applicable law;
 - (b) ensure that any person to whom it provides the Personal Data is subject to appropriate confidentiality obligations;
 - (c) disclose any Personal Data only on a need to know basis to staff directly concerned with the provision of the Goods and/or Services;
 - (d) not transfer or direct the transfer of any Personal Data to any third party or process or direct the processing of Personal Data outside of the European Economic Area in each case without UKRI's prior written consent (which consent may be subject to conditions as directed by UKRI);
 - (e) keep all Personal Data confidential, and have in place now and shall on a continuing basis take all reasonable appropriate technical and organisational measures to keep all Personal Data confidential and secure and to protect against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access;
 - (f) upon request by UKRI, promptly do such other acts in relation to the Personal Data, or any part thereof, as UKRI shall request to enable UKRI to comply with its obligations under the Data Protection Legislation;
 - (g) notify UKRI promptly (and at least within 24 hours) if it receives a request from a Data Subject or a complaint relating to a Data Subject and promptly provide UKRI with all such data, information, cooperation and assistance as is required by UKRI in order to respond to and resolve the request or complaint within any applicable time frames;
 - (h) provide such information and allow for and contribute to audits, including inspections, conducted by UKRI or an auditor mandated by UKRI, as is reasonably necessary to enable UKRI to satisfy itself of the Supplier's compliance with this Clause 15 and the Data Protection Legislation
 - (i) on termination or expiry of this Contract, and at any other time on UKRI's request, either return or destroy (as elected by UKRI) the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation; and
 - (j) notify UKRI without undue delay on becoming aware of any Personal Data Breach and promptly following notification, provide such data, information and assistance as is required by UKRI in order for UKRI to notify the Personal Data Breach to the

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

16 LIABILITY

- 16.1 UKRI shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by UKRI if and to the extent that it is caused by the negligence or wilful misconduct of UKRI or by breach by UKRI of its obligations under the Contract.
- 16.2 Subject always to clause 16.5 and 16.6 in no event shall either Party be liable to the other Party for any:
- (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.
- 16.3 Subject always to clause 16.5 and 16.6, the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or perform the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability.
- 16.4 Subject to clause 16.5, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the Charges.
- 16.5 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
- (a) death or personal injury caused by its negligence or that of its Staff;
 - (b) fraud or fraudulent misrepresentation by it or that of its Staff;
 - (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any other matter which, by law, may not be excluded or limited.
- 16.6 The Supplier's liability under the indemnities in clauses 11.5, 15 and 20.3 shall be unlimited.
- 16.7 The Supplier shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of this Contract. On request from UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.

17 **FORCE MAJEURE**

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

18 **TERMINATION**

18.1 UKRI may terminate the Contract in whole or in part at any time before the Goods and/or Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue the provision of the Goods and/or Services (in whole or in part as applicable). UKRI shall pay to the Supplier:

- (a) such Charges or that part of the Charges for Goods which have been Delivered to UKRI or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund; and/or
- (b) such Charges or that part of the Charges for Services provided and a fair and reasonable portion of the Charges for work-in-progress in performing the Services at the time of termination,

but UKRI shall not be liable for any loss of anticipated profits or any consequential loss and the Supplier shall have a duty to mitigate its costs and shall on request provide proof of work-in-progress claimed.

18.2 UKRI may terminate the Contract at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Contract is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

18.3 Without prejudice to any other right or remedy it might have, UKRI may terminate the Contract by written notice to the Supplier with immediate effect if the Supplier:

- (a) (without prejudice to clause 18.3(e)), is in material breach of any obligation under the Contract which is not capable of remedy;
- (b) repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- (c) is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- (d) undergoes a change of control within the meaning of section 1124 of the Corporation Tax 2010, unless UKRI has given its prior written consent to the change of control or does not raise an objection within 6 months of the Supplier's written notice to UKRI that a change of control has occurred;
- (e) breaches the provisions of clauses 8.2, 13, 14, 15 and 19;
- (f) becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation

or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 18.3) in consequence of debt in any jurisdiction; or

- (g) fails to comply with legal obligations in the fields of environmental, social or labour law.
- 18.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 18.3(d) or any potential such change of control.
- 18.5 In addition to the Supplier's statutory rights, the Supplier may terminate the Contract by written notice to UKRI if UKRI has not paid any undisputed invoice within 90 days of it falling due.
- 18.6 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under clauses 2, 3.2, 3.3, 8, 11, 12.1, 13, 14, 15, 16, 18.7, 19.4, 20.3, 21 and 22.9 and any other term or condition of the Contract that either expressly or by implication has effect after termination.
- 18.7 Upon termination or expiry of the Contract, the Supplier shall:
- (a) give all reasonable assistance to UKRI and any incoming supplier of Goods and/or Services; and
 - (b) return all requested documents, information and data to UKRI as soon as reasonably practicable.
- 19 **COMPLIANCE**
- 19.1 The Supplier shall promptly notify UKRI of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. UKRI shall promptly notify the Supplier of any health and safety hazards which may exist or arise at UKRI's premises and which may affect the Supplier in the performance of its obligations under the Contract.
- 19.2 The Supplier shall:
- (a) comply with the reasonable requirements of UKRI's security arrangements;
 - (b) comply with all UKRI's health and safety measures;
 - (c) notify UKRI immediately in the event of any incident occurring in the performance of its obligations under the Contract on UKRI's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
 - (d) perform its obligations under the Contract in accordance with all applicable equality law and UKRI's equality and diversity policy as provided to the Supplier from time to time;
 - (e) take all reasonable steps to secure the observance of clause 19.2(d) by all Staff; and
 - (f) supply the Goods and any packaging in accordance with UKRI's environmental policy as provided from time to time.

19.3 The Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Award Letter, any statutory requirements and any requirements of the carriers. All packaging materials shall be considered non-returnable. The Supplier shall indemnify UKRI against all actions, suits, claims, demands, losses, charges, costs and expenses which UKRI may suffer or incur as a result of, or in connection with, any breach of this clause 19.3.

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

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

20 PREVENTION OF FRAUD AND CORRUPTION

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

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

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

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by UKRI resulting from the termination, including the cost reasonably incurred by UKRI of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by UKRI throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by UKRI in consequence of any breach of this clause.

21 DISPUTE RESOLUTION

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

21.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 21.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

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

22 GENERAL

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

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

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

23 NOTICES

- 23.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 23.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 23.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur

on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

- 23.3 Notices under clauses 17 and 18 may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 23.1.

24 **GOVERNING LAW AND JURISDICTION**

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

Specification

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

1. Background

UKRI are committed to collecting evidence to understand how the Strategic Priorities Fund Greenhouse Gas Removal Demonstrators (SPF GGR-D) programme has delivered socio-economic impact, and therefore contributed towards the overarching ambitions of the Strategic Priorities Fund (SPF). Bids (including consortia bids) are invited for initial scoping and feasibility studies leading to an evaluation framework, the production of a baseline report, an interim evaluation report, and a final evaluation report. The audience for the evaluation is wide and diverse: primarily it will be BEIS, Defra, UKRI, NERC and other Research Councils; however, there is a diverse audience of external stakeholders such as industry, NGOs and civic societies. It is important therefore that the evaluation activity describes the immediate outputs of the investment, as well as the likely long-term impacts, and to identify how any benefits gained (both intended and unintended) can be best exploited. The evaluation activity will also feed into the evaluation of the SPF fund as a whole, the background to which and its ambition can be found in Appendix D.

1.1 Background to the SPF GGR-D programme

It is widely agreed that the world is facing a climate crisis due to human influence on climate systems. Recent anthropogenic emissions of greenhouse gases, predominantly carbon dioxide (CO₂), are the highest in history and continued emission of greenhouse gases will cause further warming and long-lasting changes in all components of the climate system, increasing the likelihood of severe, pervasive and irreversible impacts for people and ecosystems as a result of climate change. In response to this risk, at COP21 (Convention of the Parties of the United Nations Framework Convention on Climate Change 21st Meeting) in December 2015 the landmark “Paris Agreement” was reached. It sets a goal to limit global average temperature increase to ‘*well below 2°C above preindustrial levels*’, and to ‘*pursue efforts*’ to limit it to 1.5°C. Dramatic reductions in CO₂ emissions will not be sufficient to meet these temperature goals, nor achieve the UK’s legal requirement of becoming net-zero by 2050 as required to control climate. The recent Intergovernmental Panel on Climate Change 1.5°C report re-confirmed that greenhouse gas removal (GGR) is therefore required at scale this century. GGR encompasses technologies that actively remove CO₂ from the atmosphere and store the gas in a form that prevents it from returning to the atmosphere for an extended period of time.

Two reports were released on GGR in the autumn of 2018: one by The UK’s Royal Society and Royal Academy of Engineering (commissioned by BEIS) and another by the US National Academies of Sciences, Engineering and Medicine¹. Both identified a diverse portfolio of GGR technologies at very different stages of readiness. No single GGR method can provide the scale of GGR required to meet the Paris Agreement, and a portfolio of approaches is needed. This requires work to address the potential of these

¹ Royal Society & Royal Academy of Engineering (2018) *Greenhouse Gas Removal*. <https://royalsociety.org/greenhouse-gas-removal>; and National Academies of Sciences, Engineering, and Medicine. 2018. *Negative Emissions Technologies and Reliable Sequestration: A Research Agenda*. Washington, DC: The National Academies Press. doi: <https://doi.org/10.17226/25259>

technologies, including methods that still require development and testing at a demonstration level, and their respective limitations including the potential for negative impacts and any appropriate mitigation strategies.

The SPF GGR-D programme is a UKRI grant of £31.523 million that has been designed to meet these challenges with the following three objectives:

Objective 1: Development of a suite of GGR technologies at demonstrator scale.

Objective 2: Development of successful GGR solutions – understanding economics, governance, society and ethics.

Objective 3: Sustainable GGR solutions – supporting technologies to readiness.

The SPF GGR-D will provide a world leading research and innovation programme that will:

- Establish a suite of up to 5 GGR demonstrator facilities. These will demonstrate the effectiveness (including wider impacts), cost, and limitations of large-scale GGR (Objective 1; £22.5m, administered by BBSRC).
- Findings will be integrated by a Directorate Hub, which will also provide underpinning research to address the cross-cutting business, environmental, social, ethical, and governance issues. This will establish a balanced suite of possible options that could provide successful GGR solutions for the UK (Objective 2; £6.3m administered by NERC).
- Together with the work of the Directorate Hub, Feasibility Studies will be run in the latter years of the programme to support the progress of GGR technologies to readiness (Objective 3; £1.5m administered by InnovateUK).²

The SPF GGR-D programme is governed by the Programme Board which ensures that the programme remains on track to meet its objectives and costs. It is guided and advised by an external Steering Committee. Each demonstrator project will appoint an Expert Advisory Panel, and the Chair of each will sit on the Steering Committee. Each demonstrator will provide 6 monthly reports to the Directorate Hub who will collate, coordinate and present them to the Steering Committee. The Steering Committee will review the progress against each project's targets and milestones and make recommendations to the Programme Board. In addition, a mid-term review will be carried out, led by the Demonstrator Hub, to assess the progress of the demonstrator projects and will report the findings to the Programme Board via the Steering Committee. Based upon the mid-term review and the recommendations from the Steering Committee, the Programme Board may take the decision to stop funding a project if it is felt that the project is unlikely to be deployed at a substantial scale to meet the UK GGR target or present an ethically acceptable GGR solution for the UK. The released funds will be reinvested elsewhere in the project. A schematic of the governance and management structure for the programme is presented in figure 1.

² OpEx: to run the calls, manage the programme and allow for meaningful engagement by all of the partners: £1.223m

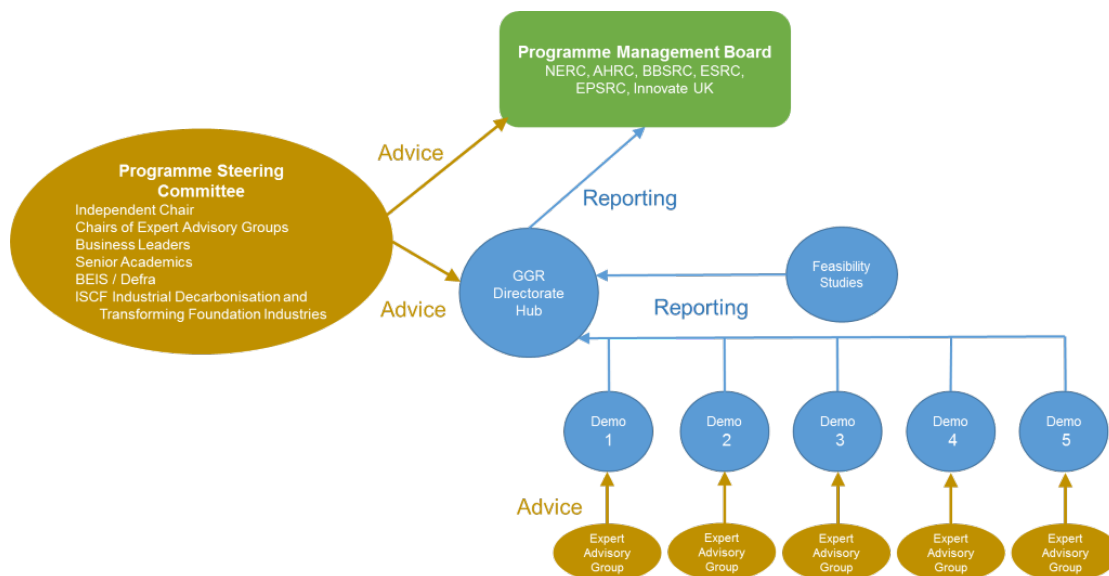


Figure 1. SPF GGR-D governance and programme management structure.

The logic model for the programme is provided in Annex A.

Evaluation of this programme is separated into two parts: a light touch internal process evaluation which will be carried out by UKRI looking at the governance and processes used to manage the programme; and an externally commissioned evaluation of the socio-economic impacts of the programme. This document relates only to the external evaluation of socio-economic impact.

Bids are invited to submit a proposal with an indicative budget of £350K and a maximum of £400K (inclusive of VAT) for evaluation of the programme's socio-economic impacts. The evaluation will support programme benefits management and will assess the resources, activities, and outputs of the programme from its start and the programme's outcomes and impacts (intended and unintended) arising by 2030. **The evaluation will run from April 2021** (SPF GGR-D programme start date estimated May 2021 but dependent on COVID-19 mitigation strategies) **until programme completion** (currently March 2026, but COVID-19 dependent).

The socio-economic impact evaluation activity will involve four phases:

- **Phase 1: a scoping and feasibility study resulting in an evaluation framework:** to outline the feasibility of and extent to which socio-economic impact can and will be measured, and propose the necessary key performance indicators (KPIs) with accompanying methodology required to measure outcomes, impact and attribution at the programme level. NERC and UKRI would welcome further development of the programme's current logic model to better reflect the likely outputs, outcomes and impacts once the winning demonstrator projects have been identified (expected January 2021).
- **Phase 2: the production of a baseline report:** an initial evaluation of the landscape that will establish the baseline from which the success of the programme can be measured and include any ex-ante forecasts of impacts.
- **Phase 3: an interim evaluation report:** this will specifically focus on the mid-term review that will be conducted by the programme. It is important that the mid-term review of the demonstrators is one that has shown strong programme management to arrive at strategic decisions on the potential of individual projects to deliver socio-economic impact for the UK. The interim report will also recommend any updates to the framework, (methodologies, datasets etc.) that would support evaluation.

- **Phase 4: final evaluation report(s):** to assess the socio-economic impact of the programme and the potential for future benefits based on the framework identified in Phase 1. It is likely that we will require tailored reports to suit the intended audience. For example, we would require a detailed report for analysts, a summary document for broader audiences and identified case studies for internal use by the Research Councils.

1. Aims and Objectives of the Project

UKRI is committed to rigorous evaluation of key programmes and the SPF programmes are a particular focus. The aim of the externally commissioned evaluation is to establish to what extent it has achieved its 3 objectives and to what extent the findings have, will have, or are likely to have on the UK economy and society at large. In order to achieve the stated programme objectives it is essential that it establishes a cohesive, collaborative and highly effective inter-disciplinary research community comprising of researchers, policy makers, industry and the wider stakeholder community. Secondly, the programme must achieve consensus among its participants and the wider research community on the accurate and fair assessment of potential GGR solutions, the evidence for any of approaches that are unlikely to meet the UK GGR target or are ethically non-viable, and the identification of proceedable GGR approaches. For each proceedable option the programme must develop full recommendations on the ethical, cultural, political and social considerations needed to ensure its acceptance, and provide a full economic assessment for its potential impact using accounting methods that, as a result of the programme, have been accepted by the scientific and stakeholder communities. Finally, in order to achieve its objectives, the programme must contribute towards the development of value systems and policy frameworks, including governmental, that supports and promotes the progression of GGR technologies into industry, paving the way for commercial uptake and adoption. It is anticipated that through InnovateUK activities (Objective 3) industries will be in the pipeline ready to adopt these approaches in the lifetime of the programme or imminently after its end.

Full details of the scope of the research being conducted by the SPF GGR-D programme can be found in the Announcement of Opportunity documents: Directorate Hub and Demonstrator Projects.

The evaluation will support conclusions about the longer term impact of the SPF GGR-D programme, maximise the value of public funding and enable the Treasury, BEIS and UKRI to demonstrate public funds accountability. The findings of the evaluation may also feed into the central evaluation of the Strategic Priorities Fund as a whole to help demonstrate the value of the SPF to stakeholders, and to help UKRI build an evidence base on 'what works' in successfully supporting high quality multi and interdisciplinary research and innovation. UKRI and NERC will use the evaluation findings to drive improvements in programme management, future business case development, as evidence to support related investments and in communications with stakeholders.

Bids are invited to:

- Develop an evaluation framework based upon a scoping and feasibility study for the evaluation of socio-economic impacts of the SPF GGR-D programme, exploring the extent to which socio-economic impact can and will be measured and identifying the necessary KPIs. Bids should set out how they intend to attribute programme activities and outputs with identified socio-economic impacts. It must set out realistic expectations on what can be achieved during the lifetime

of the programme given that many of the benefits may not have easily measurable metrics, and may not be realised until long after the programme finishes.

- Produce a programme baseline report for the SPF GGR-D programme from which any socio-economic impacts can be measured.
- Produce an interim evaluation report focusing on the mid-term review conducted by the programme.
- Carry out the end of programme evaluation and produce a final report. Where programme outcomes have not yet materialised the evaluation must consider whether there are interim outcomes that provide an indication of future impact. The evaluation will consider each strand of the programme as well as the impact of the programme as a whole.

2.1 Evaluation framework

It is anticipated that the successful bidder will carry out a scoping and feasibility study that will define the scope of the socio-economic impact evaluation. The successful bidder will use the results of this activity to develop an evaluation framework that justifies and explains the extent to which socio-economic impact can and will be measured, propose the necessary KPIs required to measure impact at the programme level, and outline the methods to be employed to do so. The bidders should also set out how they intend to identify socio-economic impacts that are specifically attributable to the SPF GGRD programme. The activity should result in a justified evaluation framework and proposed methodology. During this stage the bidder is not expected to analyse the data below but it is available to the successful bidder to inform on the nature of the information currently collected. This will provide context to support the study objectives and can be built into the proposed approaches for the full evaluation. The current data collection processes to support the SPF GGR-D programme include:

- Data collected through the grants system on applications (currently the Joint electronic Submission (Je-S) form and Innovation Funding System (IFS)).
- SPF GGR-D performance monitoring key data.
- Data on research and innovation impacts and outcomes collected through the Researchfish® and InnovateUK platforms.
- Bi-annual progress reporting from the demonstrators projects.
- Annual meetings reporting any achievements they particularly want to highlight. This will supplement, but not replicate, Researchfish® and Innovate UKACC system and will be undertaken sensitively to minimise the reporting burden.
- Mid-term review report.
- Budget monitoring and annual reporting.

Due to the inter-disciplinary nature of the research it is recognised that gaining insight into the socio-economic impacts cannot be captured solely in numerical metrics but is likely to rely also on expert panels, survey and interview responses, and expert opinions. Bidders are therefore expected to use best practices for sourcing, quality controlling, analysing and presenting quantitative and qualitative data. It is also recognised that many of the definitive metrics that will provide feedback on GGR impacts are not likely to be realised until long after the investment finishes, and therefore proxy, predictive and forecasted measures will all play an important role in measuring the success of the SPF GGR-D programme. It is anticipated that the successful bidder will outline and justify the best approaches to capture this information. Evaluators are free to reflect on whether experience and best practices from other sectors is incorporated within the design and delivery of this programme, and whether it is appropriate to compare the UK approach to GGR solutions with international initiatives.

The key evaluation questions to consider when developing the framework for impact evaluation are presented in the table in Annex B, alongside suggested tracking measures

and potential data sources. The successful bidder may regard these suggested metrics as indicative and non-exclusive: different metrics may be proposed during Phase 1 (see Section 4: Deliverables), that better measure the impact of the SPF GGR-D programme.

2.2 Establishing a baseline

As part of the evaluation process, a baseline study is required to establish a set of performance indicators and metrics for GGR for the UK so that the success of the SPF GGR-D programme can be estimated ex ante, and measured and evaluated ex-post. The baseline study should:

- Populate the framework developed during phase 1 in order to provide a baseline assessment using the most up to date data available.
- Develop a protocol for measuring additionality / attributing impact of future changes to the baseline (where possible) to SPF GGR-D programme activity.
- Highlight any data gaps and make recommendations as to how the SPF GGR-D programme could fill these gaps.

The baseline study should reflect the evaluation questions and success factors proposed as part of the evaluation framework. Indicative baseline questions should include, but are not limited to, the following:

Research and Innovation

What is the extent of overall UK R&I spend on current greenhouse gas removal technologies with a view to promoting their sustainable uptake and adoption by government, industry and society?

Towards our Net Zero 2050 climate goals

What is the current status of performance of UK greenhouse gas **removal** as compared to greenhouse gas reduction and other methods of mitigation?

What relevant statistics or trends exist for preceding years and how are these expected to alter in future years?

Multi- and interdisciplinary research

What is the current extent of multi- and interdisciplinary research in the UK in the field of GGR?

Regulation and policy landscape

What is the current regulatory landscape in existence for GGR and what impacts have they had? How does the UK regulatory landscape compare with other countries?

Economic benefits

What is the current UK capability in terms of business performance and growth in GGR technologies?

Behaviour and practices

What is the current status of understanding of attitudes and behaviours (consumer, stakeholder and business/industry) on the requirement to adopt GGR technologies? What is the current public perception of GGR technologies and how might the social licence to operate affect the future uptake of proposed approaches?

International impact

What is the current level of GGR research and innovation overseas? Which are they key countries actively pursuing GGR as strategy to address climate change and how does the UK approach compare?

2.3 Interim evaluation report

Halfway through the programme's lifetime, an interim evaluation report will be carried out to assess the programme's progress against its stated aims and objectives. The programme will be conducting a mid-term review to assess the progress of each of the demonstrator projects against their stated targets and milestones. This review will be presented to the Programme Board who, in conjunction with advice and recommendations from the Steering Committee will decide any steps to be taken as a result of the outcome. This review is to mitigate against the risk that a demonstrator technology that is not progressing towards the potential for large-scale emissions removal continues to be funded for the full duration of the programme. Should a project be stopped the funds will be re-invested elsewhere in the programme. The interim evaluation report will build on the findings of the mid-term review to assess the progress of the programme as a whole, the supporting processes, and the methods adopted for taking any actions identified by the review. It is expected that as a result of the mid-term review impact forecasts will need to be updated. Key stakeholders are outlined in Section 2.5.

2.4 End of programme report(s)

A full, detailed end of programme report is expected to build upon the findings of the baseline and mid-term-review to evaluate the programme in its entirety against the stated objectives. It is expected to provide evidence of the socio-economic impacts of the programme during its lifetime, and to give insight into the potential future long term impacts likely to be realised based upon the available data, expert opinion and indicators as identified in the evaluation framework. The findings will be presented to the Programme Board and should include lessons learned, areas of best practice that can be applied elsewhere in UKRI's portfolio and recommendations for future programmes with a similar structure. **It is anticipated that the full range of stakeholders will be engaged in this phase of the evaluation**, and the successful bidder should give a justification for any adaptations or changes to the methodology and scope initially proposed in the framework and baseline phases, with accompanying detail on the methods being applied in data collection and analysis. In summary the final evaluation report is expected to include:

- A summary of the socio-economic impacts achieved by the programme to date.
- The identification and likelihood of achieving the desired socio-economic impacts in the future beyond the life of the programme.
- The identification and likelihood of achieving unintended socio-economic impacts in the future beyond the life of the programme.
- Lessons learned and recommendations for best practice.
- A description of all caveats and assumptions surrounding the evidence that forms part of the final evaluation report. This should include any updates or changes from the assumptions and definitions used in the interim evaluation reporting.

The findings of the evaluation will be disseminated to a wide audience that is likely to include representatives from BEIS, Defra, UKRI, other Research Councils and external partners, therefore it is likely that up to two further summary reports will be requested according to the intended audience. In addition the successful contractor will be expected to prepare a PowerPoint presentation and to present evaluation findings at an identified meeting.

2.5 Stakeholders to be engaged in the evaluation activities

Key stakeholders are expected to include but are not limited to:

- Government – particularly BEIS and Defra but also other relevant departments.
- UKRI, Central SPF, NERC, BBSRC, EPSRC, AHRC, ESRC, InnovateUK.

- Pls and research teams of the Demonstrator projects and Directorate Hub.
- Wider scientific community.
- Industry (including representation from SMEs and start-ups).
- Civic societies as representatives of the general public.
- NGOs.
- International organisations.

2.6 Time period to be covered by the evaluation

The timeline of the evaluation is expected to run between the start of the programme in May 2021 when successful research teams will be notified, until shortly after the end of the programme (March 2026). It is anticipated that the baseline will be established by the end of September 2021.

2.7 Oversight, ethics and governance

The day to day point of contact for the successful bidder will be the Programme Coordination and Delivery Senior Programme Manager (PCD SPM) appointed to the programme, supported by the programme Evaluation Steering Group with membership from across UKRI, including the UKRI Central Monitoring and Evaluation Lead. The SPF GGR-D Programme Board has responsibility for delivering the full monitoring and evaluation plan for the programme and the programme SRO has ultimate sign-off. The governance arrangements are shown in figure 2. The bidder is invited to explain how the research will be conducted in accordance with high ethical standards and in full compliance with relevant data protection and security standards.

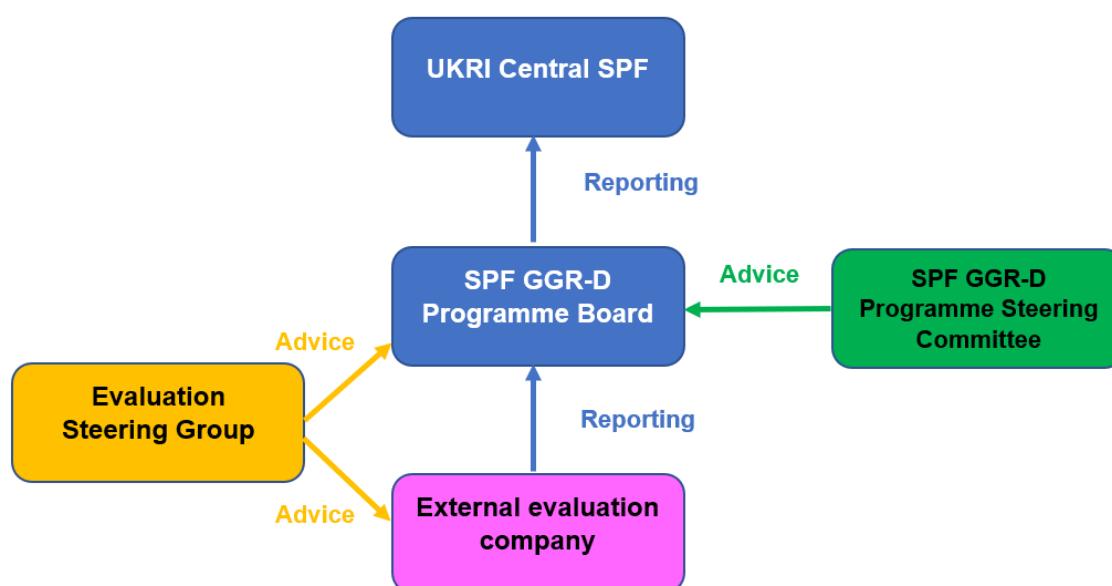


Figure 2. Governance structure of the socio-economic impacts evaluation process.³

2.8 Evaluation budget

There will be Break clause exist between deliverables, budgeting should allow for appropriate dataset hand over and accompanying GDPR/privacy compliance requirements.

³ Structure liable to change as the programme develops.

The estimated breakdown for each element of the tender is as follows:

Deliverable 1: evaluation framework: £25K (April 2021 – June 2021)

Deliverable 2: baseline study £75K (July 2021 – September 2021)

Deliverable 3: interim evaluation report £125K (completed September 2023 – December 2023)

Deliverable 4: end of programme evaluation report(s) £125K Completed by end of March 2026)

2. Suggested Methodology

3.1 General considerations

The proposed approach should follow best practice guidance in designing evaluations drawing on a range of appropriate literature such as the HM Treasury's Magenta Book. This includes considering and outlining how the relevant analytical challenges would be addressed. For example, measuring deadweight, displacement, leakages and spillovers, defining/identifying a counterfactual, trade-offs between robustness and practicability, the reliability of quantified results, potentially small sample sizes, and intangible outcomes and impacts.

Proposals should give consideration to relevant external and policy factors, and activity being undertaken in complimentary programmes such as the ICSF Industrial Decarbonisation and Transforming Foundation Industries.

Bidders should outline how they will bring in industry expertise and sector knowledge relevant to this programme as part of the offering to evaluation, and so consortia bids are welcome. This could include but is not limited to evidence of understanding what benchmarks and appropriate comparisons are available for the range of businesses and organisations involved and not involved in developing/adopting GGR technologies as part of the SPF GGR-D; unique features of the businesses involved in progressing the technologies to readiness; as well as the relative impacts of the SPF GGR-D programme on society as a whole.

3.2 Data collection

Bidders are invited to outline the proposed methodologies to be used in the scoping and feasibility studies, evaluation framework development, baseline development and final end of programme evaluation. It is anticipated that a variety of methods will be employed to do this, and innovation in approach is encouraged, though not at the expense of robustness. Bidders are expected to identify and justify their proposed approaches, paying particular attention to evidencing attribution. Where outcomes have not yet materialised, for example due to long lead times, the evaluation must consider whether there are interim outcomes that provide an indication of future impact. In all instances of data collection by the successful bidder, the burden on respondents must be minimised as far as possible. Data collection must build on what is already collected from award holders and other data sources through existing processes, either of funding organisations or third-parties; there is scope to negotiate changes in routine data collection by the core team, or to supplement fact-finding with, for example, extra sessions at meetings, webinars etc. Suggested methods of data collection that bidders could include but are not limited to are outlined in Annex C.

Bidders should consider how to survey or collect data and information from individuals that UKRI does not have funding or contractual relationships with. Hence they will need to consider how data may be obtained, processed, stored and ultimately returned/destroyed efficiently and effectively from all participants to be compliant with

GDPR regulations. In the context of GDPR bidders will be classified as data processors. Bidders should consider the most streamlined way to collect information from these individuals with an aim to maximise quality and rate of response.

For survey activity, proposals should indicate the type (face to face/phone/online) of survey to be implemented, an indication and comment on the required or expected sample size and any strategies to maximise the response rate.

If case studies are proposed, bidders should give an overview of the number of case studies to be conducted and what selection/ sampling methods (i.e. random selection, willingness to participate approach) and tools (i.e. face to face, phone interview) are going to be implemented, taking into consideration the time and costs of the different tools implemented. Proposals should also set out how case study findings will be analysed and presented.

For baseline data collection, the data should represent project level information at the application stage/ point in time when projects are about to engage with the programme.

The evaluation may utilise data-linking from existing data sets, potentially including to proprietary third-party datasets. Access to these datasets should be considered and costed into proposals.

3.3 Data analysis

Proposals should clearly set out where reliable, quantified impact estimates are expected to be achieved, and where a more qualitative or descriptive approach might be expected. Analysis methods could include, but are not limited to econometric analysis including counterfactuals, analysis of primary or secondary data or theory-based techniques such as contribution analysis.

If an econometric analysis and survey is proposed as a method for evaluation, the bidders should provide the required sample size in the bid, power analysis where relevant (with an aim to achieve appropriate statistical significance) and how low power issues will be mitigated if the evaluation were to encounter them.

If bidders propose the use of control groups as part of the evaluation design then proposals should outline which control group(s) and what characteristics will be used for the purposes of comparison, how data will be collected from the sample (both treatment and control groups), including how any issues around securing engagement and participation from treatment and control groups would be addressed.

3. Deliverables

4.1 Deliverables

Deliverable 1: evaluation framework

Drawing on the results of the feasibility and scoping activity the bidder must supply a proposed and justified evaluation framework to assess the socio-economic impacts of the SPF GGR-D programme. It is expected that this will be completed within the first three months of the programme with an anticipated deliverable date of June 2021. The output will be an approved evaluation framework report.

In particular this deliverable will:

- Validate and refine as necessary the programme's logic model, benefits model and key success criteria, building on the material already developed and as set

out in this document. Verify with the relevant stakeholders the quality and robustness of the available material and suggest any improvements.

- Based on this, fully develop the evaluation framework for the programme. This should include a complete set of context, policy drivers, input, activity, output, outcome, and impact indicators to be measured by the evaluation, and a description of how such measures link to the programme objectives. These indicators must be agreed with all stakeholders, and must align with the evaluation framework for the SPF GGR-D programme as a whole.
- Based on the evaluation framework, define a complete set of data collection requirements (including who and how those data collection requirements will be carried out) to enable comprehensive monitoring and evaluation, identifying any gaps in existing data collection processes, taking into consideration the practical aspects of data collection. Building on the existing minimum data requirements and project level indicators that have already been developed, where applicable.
- Develop a detailed timeline including key activities and deliverables.
- Outline a stakeholder map for the evaluation and the approach to of communication with relevant groups and ways of working.

The framework will include assessment of counterfactual options (more than one counterfactual should be outlined in order to observe the best way to capture programme impacts).

Timing: To be completed within the first four months of appointment: April 2021.

Deliverable 2: baseline study

This phase is expected to be rapid and completed by four months after appointment. The baseline report should include:

- Following discussion with the programme team, construction of a baseline for the programme, using new (primary) and existing (secondary) data (both qualitative and quantitative). To manage expectations the bidder will be expected to source the majority of data for the baseline from multiple sources including internationally or initiatives in other sectors and not rely solely on programme administrative data to construct a baseline.
- Where applicable, a proposed set of targets for each baseline metric/indicator that is reasonable and practical for the SPF GGR-D programme to aspire to meet by the end of the programme term. Where appropriate interim targets should be proposed if thought to be beneficial.
- Descriptions of caveats and assumptions surrounding the evidence that forms the baseline report, which highlights any data gaps preventing setting a baseline metric in any specific area and make recommendations as to how the SPF GGR-D programme could fund or commission work to fill these gaps.
- Proposals for a method/process by which the required data should be collected during and after the programme in order to evaluate changes compared against the baseline and achievement of targets. Outline time and resource requirements for data collection.
- Lessons from other sectors and evaluations.

Timing: Draft baseline report to be produced within six months of the contract starting: (expected contract start April 2021). Up to two further iterations, Draft Final and Final, responding to UKRI comments to be completed within a further 2 months (November 2021).

Deliverable 3: interim evaluation report

Using the evaluation framework identified in phase 1, and with appropriate comparison to the baseline produced in phase 2, the interim evaluation report is expected to report on the progress of the programme and will support the end of programme evaluation. The audience for the report is the programme board who will use the evaluation data and findings to inform programme strategy and legacy planning. The executive summary should be publishable in full. The expected content will include:

- Assessment of the progress and achievement against the programme's intended outcomes, outputs and strategic objectives.
- Assessment of the quality of the scientific research.
- Assessment of the progress towards socio-economic impact.
- Assessment of the programme's governance and management structure.
- Assessment of the mid-term review.
- Review of the evaluation approach and recommended adjustments if required.
- Identification of areas of best practice.
- Identification of areas for development and improvement.
- Recommendations.

Timing: The interim evaluation report is expected to be produced within three months of the mid-term review. Anticipated dates are expected to be September – December 2023.

Deliverable 4: end of programme evaluation report(s)

The final evaluation report(s) will build on the findings of the baseline and interim evaluation using the most up to date knowledge, data and experience, providing comprehensive answers to the pre-agreed evaluation questions set out in the evaluation framework. It will provide full details suitable to support internal analysis, but up to two further summary reports are requested, suitable for audiences to be identified at the time. In addition to updating the interim evaluation the expected content will also include:

- A summary of the socio-economic impacts achieved by the programme to date.
- The identification and likelihood of achieving the desired socio-economic impacts in the future beyond the life of the programme.
- The identification and likelihood of achieving unintended but beneficial socio-economic impacts beyond the life of the programme.
- Lessons identified and recommendations for future improvements.
- A description of all caveats and assumptions surrounding the evidence that forms part of the final evaluation report. This should include any updates or changes from the assumptions and definitions used in the interim evaluation reporting.

The findings of the evaluation will be disseminated to a wide audience that is likely to include representatives from BEIS, Defra, UKRI, other research councils and external partners. In addition to the written reports, the successful contractor would be expected to prepare a PowerPoint presentation and present evaluation findings at an identified meeting.

Timing: the end of programme evaluation report is anticipated to be due within 3 months of the end of the programme: March 2026.

4.2 Outputs and meetings

The suggested outputs and meetings are shown below, however bidders should remain flexible to meet emerging requirements. The timelines have been suggested; however, if the bidder considers these timescales conflict with the methodology suggested the bidder is invited to propose alternative timescales with supporting rationale. In addition to the formal meetings listed below it is expected that the contractor will engage in regular catch up meetings (weekly/fortnightly/monthly as appropriate) with the programme team to discuss progress and on-going issues.

Phase	Output	Meetings
Phase 1: evaluation framework	Draft evaluation framework report for review. Final evaluation framework report for acceptance.	Kick off meeting. Workshops with key stakeholders and sector experts to identify and validate key metrics. Meeting to present the draft evaluation framework report. Meeting to present the final evaluation framework report.
Phase 2 will only commence upon the satisfactory completion of Phase 1 and so this represents a break clause in the contract. Bidders are therefore expected to cost each stage separately.		
Phase 2: baseline report	Draft baseline report for review. Final baseline report for acceptance.	Workshops with stakeholders to facilitate data collection and data validation. Meeting to present draft baseline report. Meeting to present final baseline report.
Phase 3 will only commence on the satisfactory completion of phase 2 and so this represents a break clause in the contract. Bidders are expected to cost each phase separately.		
Phase 3: interim evaluation report	Draft interim evaluation report for review. Final interim evaluation report for acceptance.	Workshops/meetings with stakeholders as required to facilitate data collection. Meeting to present draft interim evaluation report. Meeting to present the final interim evaluation report.
Phase 4 will only commence on the satisfactory completion of phase 3 and so this represents a break clause in the contract. Bidders are expected to cost each phase separately.		
Phase 4: final full evaluation report (and up to two summary reports, audiences to be identified at the time)	Draft final full evaluation report for review. Final final full evaluation report for acceptance. Draft summary reports for review. Final summary reports for acceptance. Presentation of findings.	Meeting to present the draft final evaluation report and summary reports. Meeting to present the final final evaluation report and summary reports. Dissemination event (meeting date, time and audience to be identified).

Charges

- 1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2 Where the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:
 - (a) the charges payable for the Services will be calculated in accordance with the Supplier's day rates as follows:
 - (b) the Supplier's day rates for each individual person are calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by UKRI and the Supplier;
 - (c) the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of UKRI;
 - (d) the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to UKRI upon request; and
 - (e) the Supplier will invoice UKRI monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this paragraph 3 and paragraph 4.

9. TUPE

9.1 The parties shall comply with their obligations at Schedule 4 in relation to the application of TUPE.

Schedule 4

Transfer of Personnel

Definitions

The following additional definitions shall apply in this Schedule 4:

"Employees" means the individuals who are engaged in or assigned prior to the Transfer Date by UKRI, any UKRI Group Company or any Previous Supplier in the provision of services which are identical or substantially similar to any of the Services;

"Expected Transferring Employees" means those Staff who are reasonably expected by the Supplier to be a Transferring Employee;

"Future Service Provider" means any person who provides services which are identical or substantially similar to any of the Services to UKRI (directly or indirectly) following the termination

or expiry of this Contract or the termination or expiry of the provision of any of the Services by the Supplier;

"Previous Supplier" means any person who is or has been, in the period up to the Transfer Date, responsible for providing to UKRI (directly or indirectly) services that are to be replaced by or are substantially similar to any of the Services;

"Sub-Contractor" means any person, including any Supplier Group Company, to whom the provision of any of the Services may be sub-contracted by the Supplier;

"Subsequent Transfer Date" means the date on which responsibility for the provision of the Services, or any part of the Services, transfers from the Supplier to UKRI or a Future Service Provider;

"Supplier Group Company" means any company which is a subsidiary, subsidiary undertaking or holding company of the Supplier or any subsidiary or subsidiary undertaking of any such holding company (within the meaning of the Companies Act 2006);

"Transfer" means the transfer of responsibility for the provision of the Services from UKRI or a Previous Supplier to the Supplier;

"Transfer Date" means the date of Transfer;

"Transferring Employee" means an individual whose contract of employment has effect from and after the Subsequent Transfer Date, by virtue of the operation of TUPE, as if originally made between such person and UKRI or a Future Service Provider;

"UKRI Group Company" means any company which is a subsidiary, subsidiary undertaking or holding company of UKRI or any subsidiary or subsidiary undertaking of any such holding company (within the meaning of the Companies Act 2006).

1 EMPLOYEES

Relevant Transfer

- 1.1 UKRI and the Supplier agree that the Transfer will give rise to a "relevant transfer" within the meaning of TUPE and that the respective contracts of employment between UKRI, any UKRI Group Company or any Previous Supplier and the Employees shall have effect from and after the Transfer Date as if originally made between the Supplier (or relevant Sub-Contractor) and the Employees (save insofar as they relate to provisions of an occupational pension scheme relating to benefits for old age, invalidity or survivors within Regulation 10 of TUPE).

Emoluments

- 1.2 All wages, salaries, bonus and commission payments, contributions to pension schemes, entitlement to holiday pay and any other emoluments (whether monetary or otherwise), tax and national insurance contributions relating to the Employees shall be paid or borne by UKRI, any UKRI Group Company or the Previous Supplier (as the case may be) in relation to the period up to the Transfer Date (and UKRI shall procure such payment by the Previous

Supplier) and by the Supplier or relevant Sub-Contractor thereafter, and all necessary apportionments shall be made.

- 1.3 Within 28 days after receiving written notice from UKRI of the relevant amounts, the Supplier shall pay to UKRI (or, as directed by UKRI, to any UKRI Group Company or any Previous Supplier) a sum equal to the outstanding balance as at the Transfer Date of any loan, salary advance or other indebtedness of any Employee due to UKRI (or any UKRI Group Company or any Previous Supplier) immediately prior to the Transfer Date and the rights and liabilities in respect of such loans, salary advances or indebtedness shall transfer from UKRI (or any UKRI Group Company or any Previous Supplier) to the Supplier on the Transfer Date.

Compliance and Indemnities

- 1.4 As soon as reasonably practicable after the date of this Contract, the Supplier shall provide UKRI with such information as is necessary to enable UKRI, any UKRI Group Company or a Previous Supplier to comply with its or their obligations under Regulation 13 of TUPE.
- 1.5 UKRI shall deliver to the Employees a statement (in a form to be agreed with the Supplier or, in the absence of such agreement, as reasonably determined by UKRI) regarding the proposed transfer of their employment to the Supplier (or relevant Sub-Contractor) on the Transfer Date.
- 1.6 UKRI shall indemnify and keep indemnified the Supplier against all and any costs, expenses, liabilities, damages, and losses arising out of or in connection with any claim, demand, action or proceeding which is made or brought against the Supplier in relation to:
- (a) the employment of any Employee in the period prior to the Transfer Date (to the extent that clause 1.7(c) does not apply); or
 - (b) UKRI's (or any Previous Supplier's) failure or alleged failure to comply with its obligations under Regulation 13 of TUPE, save to the extent that any such failure or alleged failure is as a result of or in consequence of a failure by the Supplier to comply with its obligations under Regulation 13(4) of TUPE or clause 1.4 above.
- 1.7 The Supplier shall indemnify and keep indemnified UKRI (for itself and on behalf of any UKRI Group Company and any Previous Supplier) against all and any costs, expenses, liabilities, damages and losses arising out of or in connection with any claim, demand, action or proceeding which is made or brought:
- (a) by any Employee in relation to any act or omission of the Supplier (or any Sub-Contractor) occurring or arising at any time and/or in relation to any events or

circumstances relating to the employment or termination of employment of any Employee occurring or arising on or after the Transfer Date;

- (b) in relation to any failure or alleged failure of the Supplier (or any Sub-Supplier) to comply with its or their obligations under Regulation 13 of TUPE;
- (c) in relation to any substantial change made or proposed by the Supplier (or any Sub-Contractor) in the terms and conditions of employment or working conditions of any of the Employees, or any individual who would have been an Employee but whose employment terminated prior to the Transfer Date, where that change is to the detriment of such Employee(s) or such individual(s).

1.8 If a claim or allegation is made by any person who is not an Employee (a "**Non-Disclosed Employee**") that his contract of employment has or should have effect as if originally made between himself and the Contractor (or a Sub-Contractor) by virtue of the operation or alleged operation of TUPE:

- (a) the Supplier shall notify UKRI in writing as soon as reasonably practicable of any such claim or allegation and the Supplier shall then allow UKRI (or any UKRI Group Company or any Previous Supplier) a period of ten working days to consult with any such Non-Disclosed Employee concerning his claim or allegation;
- (b) the Supplier shall give (and shall procure that any relevant Sub-Contractor shall give) to UKRI (or any UKRI Group Company or any Previous Supplier) such co-operation or assistance as UKRI (or any UKRI Group Company or Previous Supplier) may reasonably require;
- (c) if, following the period of 10 working days referred to in clause (a), any Non-Disclosed Employee continues to assert that his contract of employment has or should have effect as if originally made between himself and the Supplier (or a Sub-Contractor), the Supplier (or Sub-Contractor) may, within a further period of 20 working days (or such other period as may be agreed in writing between UKRI and the Supplier), serve notice to terminate the employment or alleged employment of such Non-Disclosed Employee; and
- (d) subject to the Supplier's (or any relevant Sub-Contractor's) compliance with this clause 1.8, UKRI shall indemnify and keep indemnified the Supplier against all and any costs, expenses, liabilities, damages and losses arising out of or in connection with any claim, demand, action or proceeding which is made or brought by or on behalf of any such Non-Disclosed Employee at any time arising out of or in connection with:

- (i) the employment, alleged employment, or termination of the employment or alleged employment, of any such Non-Disclosed Employee but excluding any costs, expenses, liabilities, damages and losses for unfair dismissal or unlawful discrimination and provided that the Supplier (or relevant Sub-Contractor) shall use all reasonable endeavours to mitigate the amount of any such costs, expenses, liabilities, damages and losses; and
- (ii) the failure or alleged failure of UKRI (or any Previous Supplier) to comply with its obligations under Regulation 13 of TUPE in respect of any such Non-Disclosed Employee.

1.9 The Supplier acknowledges and agrees that UKRI, any UKRI Group Company and any Previous Supplier have complied with its or their obligations under Regulation 11 of TUPE to notify the Supplier (or any Sub-Contractor) of employee liability information and that this Contract provides sufficient protection in relation to the provision of information concerning the Employees and that it would not be just or equitable for any compensation to be paid by UKRI for any breach of such obligation.

1.10 The Supplier shall indemnify and keep indemnified UKRI (for itself, any UKRI Group Company and any Previous Supplier) against all and any costs, expenses, liabilities, damages, and losses arising out of or in connection with any complaint made by the Supplier (or any Sub-Contractor) against UKRI (or any UKRI Group Company or any Previous Supplier) under Regulation 12 of TUPE.

2 EXIT PROVISIONS

Employee Information

2.1 During the period of twelve months preceding the expiry of this Contract, or at any time after UKRI or the Supplier (or any Sub-Contractor) has given notice to terminate this Contract or notice to cease the provision of some of the Services, or at any time after the Supplier (or any Sub-Contractor) has actually ceased to provide any of the Services:

- (a) the Supplier shall promptly, upon UKRI's reasonable request, disclose to UKRI details of the name, number, age, terms and conditions of employment, proportion of time spent in the provision of the Services, employment history (including disciplinary or grievance issues) and such other information as UKRI may reasonably require in relation to any Staff;
- (b) UKRI shall be entitled to pass on any information provided to it pursuant to (a) to any person intending to tender or tendering for any contract for the provision of services that are the same or similar to the Services, and UKRI shall be entitled to

rely upon and warrant the accuracy of any such information to any Future Service Provider, and the Supplier shall indemnify and keep indemnified UKRI (for itself and any UKRI Group Company and any Future Service Provider) against all and any costs, expenses, liabilities, damages and losses arising out of or in connection with any failure by the Supplier to provide accurate information under this clause; and

- (c) the Supplier shall not and, if relevant, shall procure that any Sub-Contractor shall not, vary the terms and conditions of employment or engagement of any Staff or redeploy, replace or dismiss any Staff, or employ or engage any additional individual in the provision of the Services, without the prior written consent of UKRI.

Emoluments

- 2.2 All wages, salaries, bonus and commission payments, contributions to pension schemes, entitlement to holiday pay and any other emoluments (whether monetary or otherwise), tax and national insurance contributions relating to the Transferring Employees shall be paid or borne by the Supplier (or Sub-Contractor) in relation to the period after the Transfer Date but before the Subsequent Transfer Date (and the Supplier shall procure such payment by any Sub-Contractor) and by UKRI or relevant Future Service Provider thereafter (and UKRI shall procure such payment by any Future Service Provider), and all necessary apportionments shall be made.

Compliance and Indemnities

- 2.3 The Supplier shall and/or, if relevant, shall procure that any Sub-Contractor shall:
 - (a) comply with its or their obligations to inform and consult the Expected Transferring Employees pursuant to Regulation 13 of TUPE;
 - (b) use reasonable endeavours to agree with UKRI or a Future Service Provider, and deliver to the Expected Transferring Employees prior to the Subsequent Transfer Date, a suitable joint statement regarding the proposed transfer of their employment to UKRI or a Future Service Provider on the Subsequent Transfer Date; and
 - (c) give employees of UKRI or a Future Service Provider such access to the Expected Transferring Employees prior to the Subsequent Transfer Date as UKRI or a Future Service Provider may reasonably require for the purposes of consultation or of effecting an efficient transfer of the Services and Transferring Employees with effect from the Subsequent Transfer Date.
- 2.4 The Supplier shall indemnify and keep indemnified UKRI (for itself, any UKRI Group Company and/or any relevant Future Service Provider) against all and any costs, expenses,

liabilities, damages and losses arising out of or in connection with any claim, demand, action or proceeding which is made or brought:

- (a) by any Transferring Employee in relation to any act of omission of the Supplier (or any Supplier Group Company or Sub-Contractor) occurring or arising during the period on or after the Transfer Date but up to and including the Subsequent Transfer Date and/or in relation to any events or circumstances relating to the employment or termination of employment of any Transferring Employee occurring or arising during the period on or after the Transfer Date but up to and including the Subsequent Transfer Date;
- (b) in relation to the Supplier's (or any Supplier Group Company or Sub-Contractor's) failure or alleged failure to comply with its or their obligations under Regulation 13 of TUPE, save to the extent that any such failure or alleged failure is as a result of or in consequence of a failure by UKRI or any Future Service Provider to comply with its obligations under Regulation 13(4) of TUPE; or
- (c) by any person who is not a Transferring Employee (a "**Non-Disclosed Transferring Employee**") and which is made by virtue of the operation or alleged operation of TUPE and relates to circumstances or events occurring or arising at any time after the Transfer Date, whether before or after the Subsequent Transfer Date, in relation to or arising out of any such Non-Disclosed Transferring Employee's employment, alleged employment, dismissal or alleged dismissal.

2.5 UKRI shall indemnify and keep indemnified the Supplier against all and any costs, expenses, liabilities, damages and losses arising out of or in connection with any claim, demand, action or proceeding which is made or brought by or on behalf of any Transferring Employee against the Supplier:

- (a) in relation to the employment or termination of employment of any Transferring Employee after the Subsequent Transfer Date; or
- (b) in relation to any failure or alleged failure of UKRI or a Future Service Provider to comply with its or their obligations under Regulation 13(4) of TUPE, save to the extent that any such failure or alleged failure is as a result of or in consequence of the Supplier's (or any relevant Sub-Contractor's) failure to provide UKRI or Future Service Provider with sufficient information about the Transferring Employees to enable UKRI or Future Service Provider to comply with Regulation 13(4) of TUPE.