

Crown Copyright 2022

The Short Form Contract

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

1. Cover Letter



UKHSA, 5th Floor
10 South Colonnade
London
E14 4PU



Mathys & Squire LLP
The Shard
32 London Bridge St
London
SE1 9SG

Date: 16 April 2024

Attn: Mathys & Squire LLP

Our ref: C217808 PRO5885- Patent Attorney Services

Dear Supplier,

Our contract for the supply of Patent Attorney Services to the UKHSA (ref C51120) expired on 30 November 2023, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annexes set out the terms of the Contract between the UKHSA and Mathys & Squire LLP for the provision of the Deliverables set out in the Order Form. This period of appointment extends seamlessly (without break) the appointment of Mathys & Squire LLP as the preferred supplier of IP services to UKHSA. Any outstanding valid invoices from 01 December 2023 will be paid once the contract commences.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing and returning the Order Form to the UKHSA at the following email [REDACTED] within 7 days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

Yours faithfully,

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I. Order Form

1. Contract Reference	C217808 PRO5885- Patent Attorney Services	
2. Buyer	UK Health Security Agency (UKHSA) 10 South Colonnade London E14 4PU	
3. Supplier	Mathys & Squire LLP The Shard 32 London Bridge St London SE1 9SG	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p>	
5. Deliverables	Goods	None
	Services	<p>To deliver provision of high performing intellectual property attorney services by Certified Patent Attorneys. Typically, this will involve:</p> <ul style="list-style-type: none"> Drafting, filing and prosecution of patent applications in a wide range of technical disciplines including but not limited to biotechnology, microbiology, pharmacology, chemistry material science, radiation, IT and software. The area of expertise must include detailed technical and IP experience that closely fits with UKHSA's activities including

		<p>vaccines, diagnostics, detection and screening;</p> <ul style="list-style-type: none"> • Drafting, filing and prosecution of trademarks in various classes and territories; • Provision of advice on IP strategies to develop optimal and cost-effective patent and trademark portfolios to protect UKHSA products and services; • Provision of advice and support where necessary on the filing of applications in overseas territories and the defence of trademarks and patents from opposition and infringement • It should be noted the 'IP Legal Services' as described in the Government Legal Services Framework do not cover this type of work – none of the firms listed on that Framework employ appropriate Certified Patent Attorney
6. Specification	The specification of the Deliverables is as set out below in Annex 2 – Specification	
7. Start Date	17/04/2024	
8. Expiry Date	31/05/2024	
9. Extension Period	Not applicable	
10. Optional Intellectual Property Rights ("IPR") Clauses	Not applicable	
11. Charges	<p>The Charges for the Deliverables shall be as set out in Annex 3 – Charges.</p> <p>The contract value is estimated to be £300,000 excluding VAT.</p>	
12. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number ([REDACTED])</p>	

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	<p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Payments will be made to [REDACTED]</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable team either by email to: [REDACTED] between 09:00-17:00 Monday to Friday.</p>
13. Data Protection Liability Cap	In accordance with clause 12.5 of the Conditions, the Supplier's total aggregate liability under clause 14.7(e) of the Conditions is no more than the Data Protection Liability Cap, being £500,000
14. Progress Meetings and Progress Reports	Not applicable
15. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
16. Supplier Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
17. Address for notices	<p>Buyer: UK Health Security Agency 10 South Colonnade London E14 4PU</p> <p>Supplier: Mathys & Squire LLP The Shard 32 London Bridge St London SE1 9SG</p>

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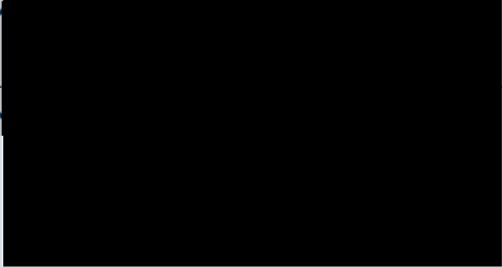
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18. Key Staff	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div>
19. Procedures and Policies	<p>For the purposes of the Contract the:</p> <p>The Buyer's security / data security requirements are: https://www.gov.uk/government/publications/security-policy-framework</p> <p>The Buyer's additional sustainability requirements are: Environmental and sustainability policy - GOV.UK (www.gov.uk)</p> <p>The Buyer's equality and diversity policy/requirements and instructions related to equality Law and environmental policy is CCS social value policy - GOV.UK (www.gov.uk)</p>

20. Special Terms	<p>Special Term 1 -</p> <p>1. Liability Cap: <i>Clause 12.1 of the Conditions is deleted and replaced with the following:</i></p> <p><i>Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 150% of the Charges paid or payable to the Supplier.</i></p> <p>2. Modern Slavery: <u><i>A new clause is inserted into clause 13 of the Conditions (Obeying the law):</i></u></p> <p><i>The Supplier shall comply with any request by the Buyer to complete the Modern Slavery Assessment Tool, which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat, within sixty (60) days of such request.</i></p>
21. Incorporated /terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> a) The cover letter from the Buyer to the Supplier dated 28 March 2024 (if used) b) This Order Form c) Any Special Terms (see row 20 (Special Terms) in this Order Form) d) Conditions (as they may be amended by Clauses) e) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> i. Annex 1 – Processing Personal Data ii. Annex 2 – Specification iii. Annex 3 – Charges f)

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Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
<div></div> <div>Date Signed: 18 April 2024</div>	<div></div> <div>Date Signed: 18/04/2024</div>