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Consultancy Contract

Project No: 10193 **Project Type:** Consultancy University
Client Reference: **Date Issued:** 15-MAR-2024

PART 1

CLIENT:

**UK Covid-19 Public Inquiry C/O
CABINET OFFICE**
1 Horseguards Road, London,
SW1A 2HQ

Contact: REDACTED UNDER FOI ACT SECTION 40, PERSONAL
INFORMATION

SHEFFIELD:

The University of Sheffield incorporated by Royal
Charter (RC000667), whose address is
Firth Court, Western Bank, Sheffield, UK, S10
2TN

University Staff:

REDACTED UNDER FOI ACT SECTION 40, PERSONAL
INFORMATION

PART 2

Project Title: Every Story Matters NLP Peer Review

Project Objectives: For review of Every Story Matters module reports with specific reference to use of Natural Language Processing to assure that the research that forms the Every Story Matters report is of the highest quality. The peer reviewer will write one report each per module report (output) that will ensure ESMs targeted research and NLP analysis is of the highest quality (outcome). Each report will need to be submitted by a deadline which will be set by the Cabinet Office in line with the overall module schedule. This deadline will be communicated to the peer reviewer and agreed ahead of time. Adherence to the deadline is crucial to the role of the peer reviewer being fulfilled. Draft reports are confidential and shared with the peer reviewer as such. Any information contained in the draft report may not be used for any other purpose e.g. teaching in academic articles.

PART 3

Start Date: 08-MAR-2024 **Estimated End Date:** 01-FEB-2027

Costs: The fee for undertaking the work required for carrying out the project is **GBP 46,100.00** exclusive of VAT. SHEFFIELD shall (if applicable) add to the fee an amount equal to any VAT or other sales tax or duty at the rate applicable from time to time. Travel and subsistence if required will be charged in addition to cost.

THE UNIVERSITY OF SHEFFIELD'S STANDARD TERMS AND CONDITIONS OF SALE REF 151113 SHALL APPLY EXCEPT WHERE ALTERED OR AMENDED BY THIS CONSULTANCY CONTRACT AND BY SIGNING THIS CONSULTANCY CONTRACT YOU AGREE TO BE BOUND BY THOSE TERMS AND CONDITIONS.

On behalf of the University of Sheffield

Signed: **REDACTED UNDER FOI ACT SECTION 40, PERSONAL INFORMATION**

Date:18/3/2024

On behalf of CABINET OFFICE

Signed: **REDACTED UNDER FOI ACT SECTION 40, PERSONAL INFORMATION**

Date:15/3/2024

Name of signatory: **REDACTED UNDER FOI ACT SECTION 40,
PERSONAL INFORMATION**

Position: **REDACTED UNDER FOI ACT SECTION 40, PERSONAL
INFORMATION**

Client VAT Number: –

TERMS AND CONDITIONS OF SALE

ref: 151113

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract (unless the context otherwise requires), the following words and phrases shall have the following meanings:

"Conditions" means these terms and conditions of sale;

"Consultancy Contract" means the consultancy contract for the Goods and/or Services issued by SHEFFIELD to the Client signed and stamped by an authorised signatory of SHEFFIELD together with all documents referred to in it;

"Contract" means this contract for the sale of Goods and/or Services made by or on behalf of SHEFFIELD with a Client which incorporates the Consultancy Contract, these Terms and Conditions of Sale and where applicable, any proposal or statement of work attached and referenced to the Consultancy Contract;

"Client" means the party identified as the client in the Consultancy Contract;

"Goods" means the goods which SHEFFIELD supplies pursuant to the Contract; and

"Services" means the services which SHEFFIELD provides pursuant to the Contract.

1.2 In these Conditions (unless the context otherwise requires):

1.2.1 construction of these Conditions shall ignore the headings (all of which are for reference only); and

1.2.2 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

2. APPLICATION

These Conditions shall govern and be incorporated into the Contract, and shall prevail over any terms or conditions (whether or not inconsistent with these Conditions) contained or referred to in any correspondence, order, documentation submitted by the Client or elsewhere or implied by custom, practice or course of dealing.

3. ACCEPTANCE

The Client's execution and return of the Consultancy Contract or the execution or commencement of delivery of Goods or performance of Services, constitute the Client's acceptance of the Consultancy Contract subject to these Conditions.

4. DELIVERY AND PERFORMANCE

4.1 SHEFFIELD will use reasonable endeavours to deliver the Goods or perform the Services on the delivery or performance date specified in the Consultancy Contract. The dates mentioned in any Consultancy Contract or elsewhere for delivery of the Goods or performing the Services are approximate only and time for delivery or performance is not of the essence and shall not be made so by the service of any notice.

4.2 SHEFFIELD will deliver the Goods or provide the Services at the premises stipulated in the Consultancy Contract or as otherwise or agreed by SHEFFIELD.

4.3 If the Client refuses or fails to take delivery of Goods delivered in accordance with the Consultancy Contract or fails to take any action necessary on its part for delivery of the Goods, SHEFFIELD is entitled to terminate the Contract with immediate effect, dispose of the Goods as SHEFFIELD may determine and to recover from the Client any loss and additional costs incurred as a result of such refusal or failure (including, without limitation, the fee and storage costs from the due date of delivery).

5. RISK AND TITLE

5.1 Risk for the Goods passes on delivery but title to the Goods (whether separate and identifiable or incorporated in or mixed with other goods) remains with SHEFFIELD until the Client pays to SHEFFIELD the agreed price for the Goods (together with any accrued interest at the rate specified in Condition 6.6) and all other amounts owed by the Client to SHEFFIELD in respect of any other goods or agreement.

5.2 Until title to the Goods passes to the Client under Condition 5.1 the Client shall: (a) keep the Goods separately and readily identifiable as the property of SHEFFIELD; and (b) not attach the Goods to real property without SHEFFIELD's consent.

5.3 At any time before title to the Goods passes to the Client (whether or not any payment to SHEFFIELD is then overdue or the Client is otherwise in breach of any obligation to SHEFFIELD), SHEFFIELD may (without prejudice to any other of its rights): (a) retake possession of all or any part of the Goods and enter any premises for that purpose (or authorise others to do so) which the Client hereby authorises; and/or (b) require delivery up to it of all or any part of the Goods.

5.4 Any property of the Client's in SHEFFIELD's possession or under its control and all property supplied to SHEFFIELD by or on behalf of the Client is held by SHEFFIELD at the Client's risk.

6. PRICE AND PAYMENT

6.1 In consideration of SHEFFIELD undertaking the work set out in the Consultancy Contract the Client agrees to pay the fees, costs and all other expenses as set out in the Consultancy Contract.

6.2 The fee shall be paid without deduction of withholding or other income taxes and if subject to such deduction the Client shall pay an amount that is after deduction of such withholding or other income taxes equivalent to the fee otherwise payable under this Contract.

6.3 The Client shall make all payments due to SHEFFIELD under the Contract in pounds sterling within thirty (30) days of the date of the relevant invoice.

6.4 Time of payment is of the essence of the Contract and SHEFFIELD reserves the right to suspend the provision of Goods or Services to the Client where any amounts are overdue under the Contract until all such amounts have been paid.

6.5 The Client is not entitled to withhold payment of any amount due to SHEFFIELD by way of any set-off or counterclaim.

6.6 If the Client fails to pay any amount due to SHEFFIELD under the Contract on the due date, interest shall be added to such amount at the rate of 2% over the base rate for the time being of The Royal Bank of Scotland plc for the period from and including the date of receipt (whether before or after judgment).

6.7 SHEFFIELD reserves the right to alter or withdraw at any time any credit allowed to the Client.

6.8 SHEFFIELD may offset any amount owing to it from the Client against any amount owed to the Client by SHEFFIELD.

7. INFRINGEMENTS OF THIRD PARTY RIGHTS

SHEFFIELD makes no representation or warranty that the Goods or Services or advice given by its servants or agents of the use of any information provided in connection with the Contract will not result in infringement of third party rights and SHEFFIELD does not accept any responsibility whatsoever for infringement of such rights. The Client shall indemnify SHEFFIELD against all loss, liability and cost which SHEFFIELD incurs in carrying out any work required to be done on or to the Goods or in relation to the Services in accordance with the Client's requirements or specifications which give rise to any infringement or alleged infringement of the rights of any third party.

8. INTELLECTUAL PROPERTY

8.1 All intellectual property other than intellectual property arising from the delivery of the Goods or performance of the Services owned or controlled by a party prior to commencement of the Contract and used in or disclosed in connection with the Contract ("Background IP") shall remain the property of the party introducing the same and nothing contained in this Contract shall give any right, title or interest in or to the Background IP of the other party save as granted by these Conditions. The Client shall grant to SHEFFIELD an irrevocable royalty-free licence to use such of its Background IP as may be necessary to effect delivery of the Goods or performance of the Services.

8.2 If SHEFFIELD or its employees or agents deliver the Goods or perform the Services pursuant to the Consultancy Contract, any intellectual property rights created solely and exclusively in relation to such Goods and Services pursuant to the Consultancy Contract shall vest in the Client. The Client hereby grants to SHEFFIELD an irrevocable royalty-free licence to use any and all such intellectual property for academic teaching and research purposes, including but not limited to academic publications, but not for commercial exploitation.

9. WARRANTY AND LIABILITY

9.1 SHEFFIELD will exercise reasonable care to ensure the accuracy of the advice, information and drawings provided in connection with the Contract but accepts no liability whatsoever in respect of any claim or claims arising from the use by the Client or by any third party of any such advice, information or drawings.

9.2 SHEFFIELD is not liable for: (a) non-delivery or non-performance unless the Client notifies SHEFFIELD of the claim within fourteen (14) days of the date of SHEFFIELD's invoice; or (b) shortages in quantity delivered unless the Client notifies SHEFFIELD of a claim within fourteen (14) days of receipt of the Goods.

9.3 Except as set out in this Condition 9, all conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the Goods and Services are excluded to the extent permitted by law.

9.4 Subject to the provisions in Condition 9.6 below, SHEFFIELD is not liable to the Client in contract, tort (including negligence or breach of statutory duty) or otherwise for any indirect, special or consequential damages and loss sustained arising out of, or in connection with, the supply, non supply or delay in supplying the Goods and Services or otherwise in connection with the Contract.

9.5 Subject to Conditions 9.4 and 9.6, the entire liability of SHEFFIELD arising out of or in connection with the supply, non supply or delay in supplying the Goods and Services, or otherwise in connection with this Contract, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited to the price paid by the Client under the Contract.

9.6 Nothing in this Contract shall operate to exclude or restrict SHEFFIELD's liability for: (a) death or personal injury resulting from negligence; (b) breach of the obligations arising from section 12 of the Sale of Goods Act 1979; or (c) fraud or deceit.

10. TERMINATION

10.1 SHEFFIELD may terminate the Contract if circumstances beyond its control make delivery of the Goods or performance of the Services materially different to, or uneconomic compared with, that reasonably contemplated by SHEFFIELD at the date of entering into the Contract by giving thirty (30) days notice to that effect to the Client.

10.2 On or at any time after the occurrence of any of the events in Condition 10.3, SHEFFIELD may stop any Goods in transit and/or suspend further deliveries to the Client or performance of the Services; exercise its rights under Condition 5; and/or terminate the Contract forthwith by giving notice to that effect to the Client.

10.3 The events are: (a) the Client being in breach of any obligation under the Contract; or (b) the Client becomes bankrupt or in the case of a body corporate becomes insolvent.

10.4 On termination of the Contract pursuant to Condition 10.1, 10.2 or 15.2, any indebtedness of the Client to SHEFFIELD shall become immediately due and payable and SHEFFIELD is relieved of any further obligation to supply Goods or perform Services to the Client pursuant to the Contract.

10.5 Where termination occurs in accordance with Condition 10.2 then all rights relating to intellectual property shall terminate and all intellectual property shall revert to SHEFFIELD. Where required in the reasonable opinion of SHEFFIELD, Client or its successors in title shall do all things requested by SHEFFIELD to facilitate full assignment to SHEFFIELD.

11. PUBLICATION

Neither SHEFFIELD or the Client shall use the name of the other in any publicity material nor publish anything relating to the work undertaken pursuant to the Contract without the prior written permission of the other (such permission not to be unreasonably withheld or delayed). Title to and the right to determine the disposition of any copyrights or copyrighted material in journals, theses, dissertations or other such published materials produced in connection with this Condition 11 shall remain with the publishing party.

12. CONFIDENTIALITY

12.1 Each party ("Receiving Party") shall treat all product, customer or business information, drawings, designs and specifications submitted to it by the other ("Disclosing Party") as confidential and shall not disclose it to any third party without the Disclosing Party's prior written consent or use it for any purpose other than in connection with the project to which the Contract relates. Notwithstanding earlier termination of this Contract for any reason, these obligations of confidentiality shall remain in force for ten (10) years from the date of last disclosure.

12.2 Condition 12.1 does not apply to information which: (a) is at the date of disclosure or becomes at any time after that date publicly known other than by the Receiving Party's breach of this Condition; (b) can be shown by the Receiving Party to the Disclosing Party's satisfaction to have been known by the Receiving Party before disclosure; (c) is or becomes available to the Receiving Party otherwise than from the Disclosing Party and free of any restrictions as to its use or disclosure; or (d) is required to be disclosed by law.

13. HEALTH AND SAFETY

The Client will take any steps specified by SHEFFIELD from time to time to ensure that the Goods are safe and without risks to health at all times when they are being stored, used, cleaned or maintained by any person at work, or when they are being dismantled or disposed of.

14. BRIBERY

The parties shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. Non-compliance or suspected non-compliance shall constitute a material breach of this Contract and this Contract may be terminated by the non-breaching party with immediate effect without prejudice to any other rights the non-breaching party may possess.

15. FORCE MAJEURE

15.1 In this Condition 15, "Force Majeure Event" means any circumstance beyond the control of SHEFFIELD including, but not limited to, acts of God, fire, explosion, adverse weather conditions, flood, earthquake, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power and delays by suppliers or materials shortages but, for the avoidance of doubt, nothing shall excuse the Client from any payment obligations under this Contract.

15.2 If SHEFFIELD is prevented, hindered or delayed from or in supplying the Goods or performing the Services under this Contract by a Force Majeure Event SHEFFIELD may, at its sole option, and without being liable for any loss or damage suffered by the Client as a result: (a) suspend deliveries or performance while the Force Majeure Event continues; and/or (b) apportion available stocks of Goods between its customers if SHEFFIELD has insufficient stocks to meet orders; and/or (c) terminate the Contract forthwith by giving notice to that effect to the Client.

16. GENERAL

16.1 The Client may not assign or deal in any way with all or any part of the benefit of, or its rights or benefits under, the Contract without the prior written consent of SHEFFIELD.

16.2 Any notice given by one party to the other in connection with the Contract must be in writing and may be delivered personally or by pre-paid first class post to the address on this Consultancy Contract.

16.3 For the avoidance of doubt, these Conditions take precedence over any other terms and conditions issued for the delivery of these Goods or performance of the Service.

16.4 If any part of this Contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of the Contract which shall remain in full force and effect.

16.5 If any part of this Contract is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

16.6 A person who is not party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This Condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

16.7 SHEFFIELD's rights shall not be prejudiced, waived or affected by any time, forbearance or indulgence extended by SHEFFIELD to the Client, its servants or agents.

16.8 The Contract, together with the documents it refers to, supersedes any previous agreement and constitutes the entire agreement between the parties for the supply of the Goods or performance of the Services and

takes precedence over any purchase order terms and conditions issued for the Services. Any variation shall be in writing and signed by authorised signatories for both parties.

- 16.9 Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in the Contract. The only remedy available to any party in respect of such statement, representation, warranty or understanding shall be for breach of contract under the terms of the Contract.
- 16.10 The Contract and any matter arising from or in connection with it shall be governed by and construed in accordance with English law. Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with the Contract.
- 16.11 The Contract and any variation will only be valid if signed and stamped by an authorised signatory of SHEFFIELD.
- 16.12 The Contract may be executed in any number of counterparts, each of which when executed, will constitute one original, and photocopy, electronic or other copies shall have the same effect for all purposes as an ink-signed original.