

**Zwinderman Consulting Ltd**  
6th Floor Gordon Chambers  
90 Mitchell Street  
Glasgow  
Scotland  
G1 3NQ

Correspondence address:  
12 Avalon Gardens  
Linlithgow  
EH49 7QE

Date: 31<sup>st</sup> October 2022

Your ref:

Our ref: PS22215

Attn: [REDACTED]  
[REDACTED]

Dear Sirs,

**Award of contract for the supply of PS22215 – Business Support**

Following your tender/ proposal for the supply of PS22215 – Business Support 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) **Zwinderman Consulting Ltd**, a company incorporated and registered in England and Wales with company number SC632042 whose registered office is at 6th Floor Gordon Chambers, 90 Mitchell Street, Glasgow, Scotland, G1 3NQ (**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: 07th November 2022
- 2 Expiry Date: 07th November 2025

**Description of Goods and/or Services**

- 3 The Specification of the Goods and/or Services to be delivered is as set out in Schedule 2

- 4 The Services shall be performed at the UKRI STFC Higgs Centre for Innovation, located in the UK Astronomy Technology Centre, Edinburgh.

### **Charges & Payment**

- 5 The Charges for the Goods and/or Services shall be as set out in Schedule 3.
- 6 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: [REDACTED]
- 7 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 [REDACTED] or by telephone 017938 67005 between 09:00-17:00 Monday to Friday.

### **Supplier's Limit of Liability**

- 8 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**

- 9 The address for notices of the Parties are:

#### **UKRI**

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

Attention: TBC

Email: [REDACTED]

#### **Supplier**

Zwinderman Consulting Ltd  
Correspondence address:  
Avalon Gardens  
Linlithgow  
EH49 7QE  
[REDACTED]

### **Liaison**

- 10 For general liaison your contact will continue to be [REDACTED]  
UKRI, [REDACTED]

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 [REDACTED] 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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

## Schedule 1

### 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"><li>(a) the General Data Protection Regulations (Regulation (EU) 2016/679); or</li><li>(b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);</li></ul>
"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"><li>(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;</li></ul>

	(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.

### **Requirement**

The Science and Technology Facilities Council (STFC) is one of seven UK Research Councils funded by UK Government. We collaborate extensively with industry and our long-term R&D underpins sectors which contribute billions of pounds annually to the UK economy, including space, pharmaceuticals, digital animation and communication, microelectronics and physics-based manufacturing. In April 2018, UK Research and Innovation was formed bringing the Research Councils, Innovate UK and parts of the Higher Education Funding Council for England into a new umbrella organisation,

STFC supports business incubation through a co-ordinated programme of initiatives covering a broad variety of science and technology sectors. Our unique spectrum of incubation facilities at the Higgs Centre for Innovation, including Nanosatellite testing facilities, the ESA, Higgs and STFC CERN BICs (Business Incubation Centres), are set within the wider UK Astronomy Technology, partnering STFC with the University of Edinburgh. A presence on site gives firms greater opportunity to interact with other incubated companies working on related technology, and raises their profile with prospective investors. The Higgs Centre for Innovation aims to be a key facility in support SME's within a variety of relevant sectors to STFC, with space a key focus.

From mid- 2018 the current ESA BIC programme that originated at our Harwell Campus, Oxfordshire has expanded to include two other STFC locations, Sci-Tech Daresbury in Cheshire and the Royal Observatory in Edinburgh. Consequently, we wish to develop our business support offering at STFC's Higgs Centre for Innovation, located in the UK Astronomy Technology Centre, where businesses co-locate with STFC in the right environment for start-up companies to develop new products and gain investment, leading to growth and the creation of new jobs.

#### **1. Aims**

The ESA BIC UK, STFC Higgs BIC & STFC CERN BIC are funded business incubation programmes supporting early-stage technology businesses who are less than 5 years old. An integral part of the programme is the business support offering to ensure that the incubatees have the best chance of success and survival beyond their time in the BIC.

Business support is provided primarily by a third-party organisation that is contracted to support the incubatee businesses to develop and implement a viable business plan, to obtain key skills and knowledge to succeed in business and secure funding as needed.

We are seeking organisations that have the capacity, capability and expertise to deliver a support programme tailored for businesses that fit the following profile:

- Early-stage technology businesses working intensively on R&D and commercial approach
- Less than 5 years old
- Pre-revenue and often running their own business for the first time
- Generally employ fewer than 5 people

The business support programme will set out to achieve the following:

- Perform a diagnostic to ascertain the specific stage of development and key requirements of each business
- Supply businesses with the key skills and knowledge required to run a successful technology business and increase their chance of survival
- Contribute to the successful commercialisation of technologies by providing advice and training in key business-critical areas supporting the development of a robust business plan
- Provide crucial skills and confidence in pitching for investment and introductions to investors to help fund technology development and commercialisation

- Provide ongoing 1:1 support tailored to the needs of each business
- Create a step change for the businesses where they can demonstrate that the programme has made a difference, e.g. attracting external investment, finding new customers
- Provide STFC with case study materials on businesses that have derived real benefit from the programme and the positive impacts on the businesses can be demonstrated
- Communicate with the Higgs Centre for Innovation team about the progress made by incubated companies by way of a monthly report.

Contribute to the wider objectives of STFC and the Higgs Centre for Innovation by being an active player in the campus and wider Scottish business community

## 2. Objectives

The objective for the bidder is to design, deliver, monitor and report on a package of business support to offer and/or signpost to advice

The business support programme should be designed to achieve the following:

- Perform a diagnostic to ascertain the specific stage of development and key requirements of each business
- Supply businesses with the key skills and knowledge required to run a successful technology business and increase their chance of survival
- Ensure companies are maximising available opportunities in Scotland for small businesses in line with their challenges.
- Contribute to the successful commercialisation of technologies by providing advice and training in key business-critical areas supporting the development of a robust business plan
- Provide crucial skills and confidence in pitching for investment and introductions to investors to help fund technology development and commercialisation
- Provide ongoing 1:1 support tailored to the needs of each business
- Create a step change for the businesses where they can demonstrate that the programme has made a difference, e.g. attracting external investment, finding new customers
- Provide STFC with case study materials on businesses that have derived real benefits from the programme and where positive impacts on the businesses can be demonstrated
- Communicate with the Higgs Centre for Innovation team about the progress made by incubated companies
- Contribute to the wider objectives of STFC and the Higgs Centre for Innovation by being an active player in the campus and wider Scottish business community.

## 3. Background to the Requirement

Historically pre-pandemic, business support workshops at the Higgs Centre for Innovation have predominantly been in a workshop/group environment. For the purpose of the next phase of support we wish to supplement this with one-to-one support to ensure the provision is tailored to the needs of the company. The businesses in question would typically be based in the Higgs Centre for Innovation, which includes the following facilities:

**Nanosatellite Testing Facilities** - The Higgs Centre for Innovation provides SMEs access to the expertise and facilities of the UK ATC and the University of Edinburgh in the areas of remote sensing instrumentation, space technology, robotics and data intensive science. The Centre's dedicated facilities and this technical expertise are available to businesses wherever they are based.

The range of facilities available to companies is continually expanding and will grow over the next few years, becoming one of the most comprehensive suites available to industry and researchers alike – particularly focused around micro- and nano-satellite testing. The facilities are also available for larger satellite component and sub-system test, or for other non-space applications that require them.

**Big data visualisation facility** - Our 7.5m wide data visualisation canvas at the Higgs Centre for Innovation is available to businesses for use and offers a sophisticated integrated audio and visual capability.

**STFC Higgs Business Incubation Centre** - The Higgs BIC offers to support projects and ideas for business incubation by providing funding, business and technical assistance as well as office accommodation, laboratory space (where required) and services, in areas relevant to STFC core technologies, including space-related industries, robotics and big data analytics

**STFC CERN Business Incubation Centre** - THE STFC CERN BIC programme offers a financial award, alongside business development and technical support for entrepreneurs and small high tech companies wishing to exploit the business opportunities linked to high energy particle physics technology.

**ESA Business Incubation Centre** - The ESA BIC UK supports businesses developing ideas related to the downstream application of space technologies across different industry sectors as well as applying technologies into space. Similarly, to the STFC CERN BIC, if successful they receive funding, technical and business support.

The business support programme will be managed by the Business Incubation Manager and will be the primary point of contact for the winning bidder.

#### **4. Scope**

The winning bidder will deliver training at the Higgs Centre for Innovation, Edinburgh in person, whenever possible, unless restricted by STFC or Government policy (e.g. due to pandemic restrictions) in which case an online alternative should be agreed in advance. All travel and subsistence costs shall be in alignment with the UKRI Travel and Subsistence Policy.

The winning bidder will be required to supply all learning material and make this available to participating businesses where applicable, including presentation slides, workbooks, notes etc.

The winning bidder will liaise with STFC to identify target businesses and perform a diagnostic to assess each individual business's specific stage of development and requirements.

The winning bidder will liaise with STFC, to schedule the dates for workshops and mentoring meetings will be arranged directly with the companies.

The winning bidder will supply a summary of the programme content to be used for marketing purposes.

The STFC Higgs Centre for Innovation team will be responsible for recruiting businesses onto the programme.

A member of the STFC Higgs Centre for Innovation team, expected to be the BIC Manager, will act as the liaison point with the winning bidder.

The cost of meeting rooms will be covered by STFC.

#### **5. Requirement**

The winning bidder will be responsible for designing, managing, delivering, monitoring and reporting on the business support programme, ensuring that it meets the requirements of the participants and supports the overall aims and objectives of STFC and the Business Incubation programmes in delivering economic impact.

The list of topics that would typically be covered include:

- Business planning / Developing a business model canvas
- Market research and strategy
- Intellectual Property
- Company law and legal support
- Basic business finance and R&D tax credits
- Sales, marketing and branding
- Business Communication skills
- Investment readiness training to include pitching to investors
- Transitioning from start-up to scale-up

It is not expected that all businesses will require the full spectrum of support available, and the focus should be on identifying areas of weakness and where the priorities lie.

It is expected that a minimum of 5-10 businesses p.a. will take advantage of the programme and the support will be delivered as either workshops, one-to-one meetings or a combination of both. One-to-one support has proven very valuable in the past and allows the support to be tailored to the needs and the stage of the business.

Bidders should set out their proposed programme content to support the businesses in all areas considered important and determine the most cost-effective way to deliver support. The proposal should include the following:

- Pre-application assistance for certain businesses as identified by the BIC Manager. This may include reviewing and advising on Business Plans and strategies.
- Provision for a minimum of 5 - 10 businesses p.a. to complete the programme
- Initial diagnostic for each business to determine the requirement
- Minimum of 8-10 educational and interactive business workshops p.a., ideally one per month with a break for summer through July & August. Consequentially, it is expected that the programme will run through 3 complete cycles over the 3 year contract period.
- Minimum of 2hrs of one-to-one business support or mentoring every 4 to 6 weeks.
- Telephone/video support if requested by the business between meetings (this should only be used for one-off requirements that cannot wait for a one-to-one meeting)
- Post-incubation business support if requested by the company or identified as relevant and useful by the supplier. Limited to a maximum of 12 months from programme end date and/or one consultation per quarter.

Although the ESA, Higgs and CERN BIC community is the primary target audience, the programme will also be open to other early-stage businesses, to increase cross-pollination and provide economies of scale.

### **Monitoring Outcomes and Reporting**

The winning bidder will be expected to monitor attendance and seek feedback at all stages of the programme. Reports on the support delivered to each business by duration and topic, together with their attendance and feedback and a record of their progress, should be provided to STFC at defined intervals.

- The winning bidder and STFC will be expected to meet formally to kick off the programme and also at the end of Year 1 and Year 2 to monitor progress and then to evaluate the programme on completion (four formal meetings in total).
- An evaluation report will be expected on completion of the programme. This report should include assessment of the needs of target businesses, programme design and content, quantitative feedback on attendance levels, qualitative feedback from participating businesses and suggestions to feed into the future business support programme.

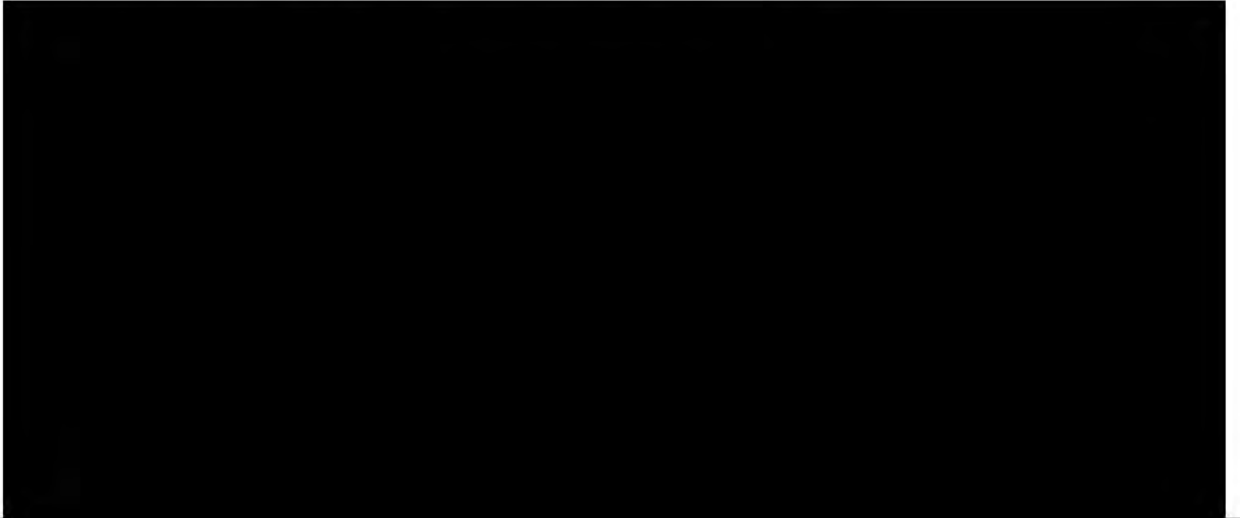
### **Timetable**

STFC expect the programme of support to start in November 2022 (date to be agreed) and conclude after 36 months. Within this agreement we expect bidders to set out their proposed timetable.

Our target is to recruit at least 15-25 businesses onto the programme in this period.

### **Schedule 3**

- 1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2 The total contract value will not exceed £45,000.00 excluding VAT.



#### **Schedule 4**

Transfer of Personnel - Not Applicable

## Schedule 5

### Bidder Proposal

#### ZWINDERMAN CONSULTING LTD – MOONSHOT FACTORY

##### Early-stage business support through the Moonshot approach

We will provide a Moonshot Programme at the Higgs centre with the aim to enable and support the resident companies to make a transformational leap forward. The concept of a Moonshot means we will develop a clear Big Goal with the team for their business. This Big Goal needs to be ambitious, hard, and achievable and is normally some 5 years in the future.

The Moonshot Goal concept is often a misunderstood concept, used to describe an outrageously difficult, almost impossible to achieve goal.

The thinking behind the Moonshot Approach will change the way founders see their business. This focused and fun approach to business growth will impact their life and provide the tools for high growth business success and enable them to attract the best people and help secure funding.

A Moonshot Goal creates focus, which is one of the most precious things you can achieve in business. This approach creates accountability in the business. Focus and a clear direction of travel through having a Moonshot Goal provides joy and having joy is an underused concept in business.

Setting up a business and growing a business is hard work, often difficult, and there are always problems to be resolved. It is important to have joy and to stay motivated with the people in your team and it also contributes and leads to success.

We work closely in focused mentoring sessions and group training sessions to providing joint exercise in determining the Moonshot for each of the companies. We work with them to create a target, their target to work towards to. This Moonshot Goal will then inform the strategy and clarifies for the founders where the business' priorities need to be for the management team. The Moonshot Goal is then translated into a high-level plan for the first 12 months and from this 6-week period of focused activity are determined.

#### ZWINDERMAN CONSULTING LTD – MOONSHOT FACTORY

The Moonshot approach:

- (3) Establish the Moonshot for the business
- (4) Determine what needs to be achieved in the next 12 months to move the business closer to the Moonshot Goal and create yearly targets
- (5) Establish 6 Week-long focused periods or "Missions" to create drive and purpose and consistently move the business forwards throughout the year
- (6) Everything is always anchored by the Values of the team and the ultimate purpose of the business.

This methodology creates clarity of vision and purpose and clearly guides where the efforts and resources of the team and business should be applied. By starting with a Moonshot and then creating 6 weekly Missions we translate with the team how a long term, seemingly distant Big Goal converts and informs this week's and today's work. The Missions are reviewed and agreed at each 6-weekly mentoring meeting.

##### Measuring company development

To improve measurement of company development and increase objective assessment we will use a list of criteria that are evaluated quarterly. By updating the progress a company makes in each area set by parameters a spider diagram is created. This allows progress to be tracked for the support team at Higgs, the mentors and, most importantly, the founders.

The initial starting level on the Spider diagram informs the first mentor meeting and helps to identify the areas that require short-term and medium term focus. These key areas to focus on will be discussed at

the initial meeting with each company and can include the intake panel assessment comments and scoring. The initial mentoring meeting with each company is used to establish priorities and agree key areas to work on over the next 12 months and the shorter period up to the next mentoring meeting.

Importantly, the structure we put in place for the teams results in all training being experienced as meaningful and relevant to the founders. For example, building a team or Board should be done in accordance with the Moonshot Goal for the business. Similarly, the marketing strategy, financial planning and raising investment or other funding are all relevant and by placing these activities and areas of development within a Moonshot framework the work and training material becomes more meaningful to the founders.

## **ZWINDERMAN CONSULTING LTD – MOONSHOT FACTORY**

Founder engagement in incubator training mentoring programmes is dependent largely on the value they perceive the training brings them and their business. We provide a context and clear development narrative throughout the year of support. This directly leads to higher engagement and resulting outcomes for both the participating companies and the Higgs Centre are greatly improved.

Ultimately the aim of the programme is to support companies during the 12-month contract period, the following 12 months AND provide the teams with the tools and habits that will sustain growth and build confidence with internal and external stakeholders (investors!).

### **Determining the Goal and the Strategy**

To create a Moonshot we need to work with the team and ask Where and When they want to win? These are the critical questions to develop or understand your Moonshot and strategy. Is the aim to be the world's largest provider of satellites? Or to be a small but valuable company serving a niche sector of the space tech industry? Different Moonshots require different strategies and we will work with the teams to help them be ambitious and clarify their Moonshot.

Once we have a Moonshot agreed the next question is "How are we going to do this?"

This is the implementation of the strategy, and this includes assigning accountability and responsibility to different team members and/or sketching out what skills need to be brought into the business to achieve the Moonshot and what funding will be required and when.

By identifying what can be achieved over the first 12 months we bring the focus of the team forward to medium term future. This is often the crucial step in the development of a plan as most early-stage founders' overestimate what can be achieved in a year. As much as they underestimate what can be achieved in 5 – 10 years.

When the 12-month goals are agreed and clear it is time to create the first 6-week Mission. Each of these 6-week mission is focused on completing a set of tasks that will measurably move the company forward towards the 1-year Goal and of course the ultimate Moonshot Goal. Working with the companies we identify the key tasks and help create a realistic Mission plan for the next 6 weeks.

Early-stage companies have very high workloads and there is usually ongoing development work and other activities. These activities must continue. However, a common trap for founders is to focus their efforts and resources on areas where they are comfortable rather than those areas most critical to achieve their Goals. Our support and programme help them focus on the areas critical to grow, secure funding or otherwise move towards their Moonshot Goal.

### **Accountability**

By agreeing a 6-week mission we create clarity, purpose and importantly we create accountability. This accountability is amongst the team members and between the Mentor and the Team. Everybody agrees and then everybody commits.

A key element of this approach is measuring the tasks completed. A simple online dashboard is setup where Mentor and team can see how the Mission is progressing over the 6-week period and how tasks are being completed. This system works very well in moving projects forward and prevents surprises at mentor/mentee Mission Meetings. The admin on the part of the companies is minimal, which is another element that makes this approach work well in early-stage businesses.

**Delivery of support. Pre-****application support**

Certain businesses may be identified by the BIC manager as requiring additional feedback or support during or prior to the application process. Under this contract we will provide at least an hour of support through online meeting, telephone or in person meeting to the business to provide feedback and guidance.

**1-2-1 support**

Mentoring meetings with each of the companies will be spaced at 6-8 weekly intervals on days and times agreed with the companies. Each mentoring/Mission meeting will be approx. 2 hours long.

We aim to deliver the 6-8 weekly team/mentor Mission meetings in a mixture of in person and online with the companies if Covid rules and safety allows to accommodate the companies schedule.

Mentor access and support is also available, within reasonable limits, between formal mentoring sessions via phone, email or in person when required by the founders/businesses.

We understand that each year of the three years covered by this contract there will be 5 – 10 businesses requiring 1-2-1 mentoring support.

**Training sessions**

Training sessions are half day (9:30 – 12:30) long and will be provided in person at the Higgs centre or if Covid rules do not allow virtually. We have several online tools to create interactive and fun online or in person training sessions.

All training is carried out using interactive elements, group games to ensure engagement and where appropriate and possible we use the group dynamic to explore some of the issues and opportunities each of the companies is dealing with. This peer support is highly valued by participating companies.

Exact training dates will be agreed with the Higgs Centre as will the online/in person format. Throughout the three-year duration of the contract, we will provide the complete package of training modules three times. The exact timing of these sessions will be agreed with the team at Higgs.

**Proposed Training programme**

Each session 9:30-12:30. Dates to be agreed. Training

Sessions & Workshops are as follows.

Session	Title	Trainer
1	Creating your own Moonshot. Why? How?	Mark Zwinderman
2	Market Research - Who are your customers? What do they need and want? How do you find out?	Mark Zwinderman
3	Strategy is how you get to your Moonshot. How to implement and be successful.	Mark Zwinderman

4	Basic Business Finance processes & Funding	Mark Zwinderman
5	What can equity investment do for you? How do you get it and how do you manage the process?	Dr. Olga Kozlova
6	Sales & Business Development for early- stage technology companies	Mark Zwinderman
7	Creating your marketing strategy and getting consistent high-quality leads for your sales pipeline.	Mark Zwinderman
8	IP, Company law & Legal agreements	Mark Zwinderman
9	Managing your Team & Eco System. How to get the most out of your ecosystem.	Dr Olga Kozlova
10	Scaling up, or how the secret to success is in your systems and processes	Mark Zwinderman

## Training overview

The training provided is created with the aim of empowering the early-stage teams and founders to develop the critical skills to understand business growth.

Our approach is the Moonshot Factory and it is different, effective and interactive.

Consistent feedback over 11 years of training and mentoring early-stage technology founders is that the group interaction in programmes is one of the most valuable elements for the founders. This peer group support and feedback is important to create the right impact.

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### 11 Creating Your Own Moonshot. Why? How?

We introduce the Moonshot concept of a major Goal and how having this Moonshot creates focus, simplifies entrepreneurship, reduces stress and increases the chances of success. During this session we will work as a group to (start to) define each company's Moonshot.

### 12 Market Research

Understanding the market and the customer requirements is critical to develop a solid business model. Most, if not all, early-stage companies have insufficient skills to carry out first person market research and engage in customer discovery conversations. Often the focus is on marketing the developed technology or product rather than learning about the market. In this fun and interactive session, we will cover how to carry out market research, web based sources of information, using third parties to carry out market research and how to develop and have in-depth customer discovery conversations. During this session each company will create a market research plan they take away with actionable items.

### 13 Strategy is how to get to your Moonshot

This session aims to provide a set of tools and methodologies the companies can use to develop and implement their strategy. Creating a strategy is often difficult and yet crucially important. With the Moonshot approach a Big Goal is identified and strategy implementation is a strong focus.

Implementation success requires strong focus on the Moonshot Goal, clear communication to other stakeholders and connecting day-to-day tasks and activities to a multi-year long term strategic target (or Moonshot). Creating a connection between high level strategic goals and daily work is achieved by

creating accountability of each the team members and by defining and measuring the right Lead Measures. This session will provide examples of how to implement strategy, some case studies and a number of interactive elements with the teams involved.

#### 14 Basic Business Finance

In this session we will cover the key elements of business finance. This includes P&L, Cashflow & Balance Sheet. It also covers the importance of setting up organised administration & bookkeeping, setting up basic financial processes (invoicing, expenses, budgeting, spending approvals). Finally, we will cover grants, funding tools and R&D tax credits. This includes key things to look out for when applying. Finally we will explain how to setup admin systems and when and how to outsource financial tasks.

#### 15 What can equity investment do for you?

This session will cover the investment process, the elements of raising money, how investment can impact a business and founders, managing your lawyers and advisors, legal documentation you can expect.

We will introduce what constitutes a good pitch and how to create one.

### ZWINDERMAN CONSULTING LTD – MOONSHOT FACTORY

#### 4 Sales & Business Development for early-stage technology companies

Early-stage business development on an international scale is important to get right. This session focuses on cultural issues, organising meetings, how to decide where to go and how to learn about your market and the potential in a region quickly, before committing scarce resources. We will also cover what customers are expecting, sales processes and approaches, the difference between value proposition and value achieved and how to create and manage introduction meetings and presentations that stand out and make an impact.

#### 5 Creating your Marketing Strategy

In this training session we will cover the basics of marketing, the importance of good quality marketing. The difference between inbound and outbound marketing. The types of marketing tools available online. We will create a marketing campaign together in this workshop. Importantly we will do a number of exercises in creating clear marketing messages and creating content for different audiences (technical, non-technical).

#### 6 IP, Company law & legal agreements

This session will introduce the main company legal requirements, liabilities for directors and a number of processes to manage the legal aspects of owning and growing a business. We will cover types of IP, patenting strategies, how to work with patent agents and what to expect and patenting costs and how to budget for these. We will also cover agent agreements, exclusive agreements, NDAs and commercial contracts.

#### 7 Managing the Team & your Eco System

There are two key elements of building team in a business that when managed well can unlock substantial success. The first is the managing of the company team. We will cover the Board and the complete workforce. Relationships between founders and within the management team. Creating role profiles and setting clear responsibilities.

Secondly, we will cover the management of the ecosystem in which the company finds itself. This is a mostly ignored or undervalued area of support advice consisting of the legal firm supporting the business, the accountants, advisors, mentors, Scottish Enterprise, subcontractors and suppliers and other funding and award bodies. Many early-stage founders do not know, or do not appreciate, they can maximise the support infrastructure in Scotland. With our vast network in Scotland and experience in setting up technology businesses and supporting technology businesses we will provide guidance on how to manage this support ecosystem for maximum benefit of the company and the founders.

#### 8 Scaling up, or how the secret to success is in your systems and processes

According to a major study by the World Economic Forum and Stanford University, the main factor in predicting high growth for technology companies is the extend of systemisation and adoption of processes early in the company life cycle. In this workshop we will show why this is the case and work with the companies to put together some of the early processes that will free up time, simplify their business and improve onboarding of new team members.

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### Post-incubation support

Post-incubation business support if requested by the company or identified as relevant and useful by the mentor and/or the team at Higgs will be made available. This ongoing mentoring support will be limited to a maximum of 12 months from programme end date (for each company) and to one mentoring meeting per quarter.

### Monitoring Outcomes and Reporting

During the contract we will monitor attendance to training sessions and seek feedback from the founders and businesses, and indeed the team at Higgs, at all stages of the programme. We will create monthly reports on the support delivered to each business by duration and topic, together with their attendance and feedback and a record of their progress. We will also include in the report any finding and feedback on the training sessions completed.

We will meet with the STFC to formally to kick off the programme and meet again at the end of Year 1 and Year 2 to allow for monitoring progress of the businesses and the programme. Finally, we will report back and with STFC review the programme on completion and recommendations and suggestions for future support programmes.

We will provide an evaluation report on completion of the programme. This report will include assessment of the needs of target businesses, programme design and content, quantitative feedback on attendance levels, qualitative feedback from participating businesses and suggestions to feed into the future business support programme.

### Timescale

We understand from the RFQ provided that the targeted start date is 7 November 2022 and that contract will run for 36 months from the start date.

The timescales of this Service requirement are:

Start date:	07 <sup>th</sup> November 2022
End date:	07 <sup>th</sup> November 2025

We are ready to provide and commence support for the businesses from the proposed start date. We propose to arrange the training sessions on a schedule of one per month with a break in July & August each year. We will work with the team at Higgs to set appropriate dates for each of the training sessions.

We will also, on completion of the signing of the contract, work with the team at Higgs and with the incubated companies to schedule initial evaluation mentoring meetings for all the companies. We will aim to have the first full set of mentoring sessions completed within the first 4-6 weeks of the contract subject to availability of the founder teams.

### Added Value Offered

Delivery of the Moonshot Factory programme will provide the Higgs Centre and the resident businesses and their founder teams with tremendous additional value.

The Moonshot programme is a fully integrated approach providing training and mentoring within a clear structure. This structure creates context and gives meaning to the content offered for the participants. Each subject covered by each training session is integral to goals set for the year. This is different to

most incubator programmes available where each topic is handled as a stand-alone subject to be looked at. By creating an integrated approach, we connect the dots for the participants.

## **ZWINDERMAN CONSULTING LTD – MOONSHOT FACTORY**

Importantly by doing so we are training the participants on how to manage their priorities, how to set goals and how to achieve these goals. Over the course of 12 months, we will create planning and productivity habits that will survive the 12-month support period and hugely increase the chances of success for each of the participants.

### **Business Experience & First-hand Spin-out Experience**

Mark Zwinderman is a serial entrepreneur with over 20 years experience in technology commercialisation. He was the founder of a spin-out company in Edinburgh commercialising a chemical technology and has set up and run businesses in the UK, USA, Oman and Saudi Arabia. He has extensive experience in international business development from an early-stage business experience.

Mark has secured contracts with some of the largest corporations including Saudi Aramco, ExxonMobil, Ikea, PPG and many others. He understands the work and methodology of developing a new market and working with large organisations.

### **Technology company support & mentoring**

Supporting early-stage company founders since 2010 has created substantial experience in 1-2-1 mentoring and providing training in all the key topics of early stage and growth stage company development. Much of the work was carried out through the RSE/SE Research fellowship scheme, which has for 20 years supported technology founders from universities around Scotland and the UK. He also provides training and mentoring to Converge Challenge – a leading company creation programme in Scotland. Further programmes where he provides mentoring and advisory services include iCure and the accelerator at MISP in Dundee.

Mark also works as an advisor for the Scottish Enterprise HGV group where he works with the most promising high growth potential early-stage companies in CleanTech and Energy. Mark also works regularly with Edinburgh Innovations, the commercialisation arm at Edinburgh University to support spin-out companies or help develop the business plan for potential spin-out projects.

### **Scottish Eco-system**

This background has resulted in an extensive network in Scotland of investor relationships and a deep understanding of the funding landscape for early-stage companies. This includes programmes like SMART Awards, The Edge Awards (acted as a judge previously on this programme), UK funding bodies, and also ESA and many others.

Many of the companies were supported in raising equity investment, building their Board and winning awards such as Edge, Converge Challenge, SMART, etc.

The Scottish investment community has developed into a very healthy eco-system of angels, angel investor groups and early-stage investors. Understanding which investors are likely to invest in Data driven or spacetechnology companies and at what stage is important.

### **SpaceTech, Engineering and Data Experience & Network**

Mark acted as the Non-Executive Chair and part-time commercial director of Craft Prospect Ltd in Glasgow, a Higgs Centre graduate company. This spacetechnology company works to bring AI to space-based applications and is developing quantum based cyber security solutions for Cubesats. Having worked with Craft Prospect for 3 years the company has grown from 4 people to a team of 18 with a first mission to be launched in 2022.

This work has created a thorough understanding of the nature of spacetechnologies, the methods of building consortia for missions and the nature of the types of funding available to early stage spacetechnology companies. During his tenure as Chair the company secured close to £3M in funding through both VC and grant funding.

Mark has worked with a number of data driven businesses as an advisor and mentor. These companies were active in Earth Observation data analysis, cyber security and industrial software system for safety and process monitoring.

Mark is an experienced trainer and coach with excellent feedback from his mentees. He combines passion for the work with a clear sense of focus to identify the key goals for a business.

**Dr Olga Kozlova** is a Fellow of the Royal Society of Edinburgh and through her work of commercialising technology spin-outs from Scottish Universities has built up an extensive network in the Scottish Technology eco-system. Her established relationships with investors, funding bodies and award organisation and her experience in mentoring dozens of technology spin-out founders will provide tremendous perspective and insight to the founders in the programme.

## **Commercial Proposal**

The proposed cost structure of this highly valuable programme of support and training is as follows.

Each calendar year (November 7 – November 6 the following year) is costed at £15,000.00 excluding VAT.

This will include

1. The mentoring support provided 1-2-1 during the incubation period and meetings set approx. every 6 weeks. This will cover mentoring up to 5 - 10 incubated companies at each time.
2. The ongoing mentoring support for companies after their initial 12-month incubation period. This will cover 1 mentoring meeting each quarter for each company for the first 12 months after finishing the programme.
3. Pre-Application assistance for companies looking to submit an application to Higgs for incubator support. This consists of one hour of advisory support for each company provided online, via telephone or in person.
4. A block of 8 – 10 training sessions times from 9:30 – 12:30. Dates to be agreed with the Higgs team on signing of contract.
5. All training material, slides, handouts, transcripts, workbooks and other such material.
6. Telephone/video support if requested by the business between meetings (this should only be used for one-off requirements that cannot wait for a one-to-one meeting)
7. Monthly reporting on company progress, activities completed and training sessions attendance.
8. Pro-active engagement of the ZCL team in developing relationships within the wider Scottish technical and innovation, commercialisation community.
9. Pro-active engagement and network building throughout the wider UK and European innovation network where appropriate.