

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

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## II. Cover Letter

### UK Space Agency (UKSA)

Quad Two, Harwell Science and Innovation Campus  
Didcot, OX11 0DF

### Space Professionals Partnership Limited

Congress House, 14 Lyon Road  
Harrow, London  
HA1 2EN

Attn: [REDACTED]

By email to: [REDACTED]

Date: 09<sup>th</sup> November 2024

Your ref: N/A

Our ref: PS24227

Dear [REDACTED],

Following your tender/proposal for the supply of **PS24227 - Critical analysis of post-mission disposal options for Cislunar space missions study (UKSAC24\_0092) to UK Space Agency (UKSA)**, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annexes set out the terms of the Contract between UK Space Agency (UKSA) and Space Professionals Partnership Limited for the provision of the Deliverables set out in the Order Form.

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

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

[REDACTED]  
Category Specialist  
UK Shared Business Services UKSBS  
**On behalf of UK Space Agency (UKSA)**

**III. Order Form**

|  |   |   |
|--|---|---|
| <b>1. Contract Reference</b>                     | PS24227 - Critical analysis of post-mission disposal options for Cislunar space missions study (UKSAC24_0092)   |   |
| <b>2. Buyer</b>                                  | UK Space Agency (UKSA), Quad Two, Harwell Science and Innovation Campus, Didcot, OX11 0DF. In entering into this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole.   |   |
| <b>3. Supplier</b>                               | Space Professionals Partnership Limited, Congress House, 14 Lyon Road, Harrow, London, HA1 2EN and registration number 15285818   |   |
| <b>4. The Contract</b>                           | <p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions (“<b>Conditions</b>”) and Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> |   |
| <b>5. Deliverables</b>                           | <b>Goods</b>  | None  |
|  | <b>Services</b>   | <ul style="list-style-type: none"><li>in Annex 2 – Specification</li><li>in the Supplier’s tender as set out in Annex 4 – Supplier Tender</li></ul> |
| <b>6. Specification</b>                          | <p>The specification of the Deliverables is as set out:</p> <ul style="list-style-type: none"><li>in Annex 2 - Specification Annex 2 – Specification</li><li>in the Supplier’s tender as set out in Annex 4 – Supplier Tender</li></ul>   |   |
| <b>7. Start Date</b>                             | Wednesday 11 <sup>th</sup> December 2024  |   |
| <b>8. Expiry Date</b>                            | Monday 17 <sup>th</sup> March 2025  |   |
| <b>9. Extension Period</b>                       | Not applicable  |   |
| <b>10. Buyer Cause</b>                           | Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.  |   |
| <b>11. Optional Intellectual Property Rights</b> | Not applicable  |   |

|   |   |
|---|---|
| <b>(“IPR”) Clauses</b>                            |   |
| <b>12. Charges</b>                                | <p>The Charges for the Deliverables shall be as set out:</p> <ul style="list-style-type: none"> <li>• in Annex 3 – Charges</li> <li>• in the Supplier’s tender as set out in Annex 4 – Supplier Tender.</li> </ul>  |
| <b>13. Payment</b>                                | <p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: [REDACTED] with the following address: Department for Energy Security &amp; Net Zero 3-8 Whitehall Place, London, SW1A 2AW.</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Payments will be made by BACS transfer.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable team either by email to: [REDACTED] between 09:00-17:00 Monday to Friday.</p> |
| <b>14. Data Protection Liability Cap</b>          | <p>In accordance with clause 12.6 of the Conditions, the Supplier’s total aggregate liability under clause 14.7.5 of the Conditions is no more than the Data Protection Liability Cap, being £500,000</p>   |
| <b>15. Progress Meetings and Progress Reports</b> | <ul style="list-style-type: none"> <li>• The Supplier shall attend progress meetings with the Buyer every month</li> <li>• The Supplier shall provide the Buyer with progress reports every month</li> </ul>  |
| <b>16. Buyer Authorised Representative(s)</b>     | <p>For general liaison your contact will continue to be:</p> <p>[REDACTED]</p> <p>or, in their absence:</p> <p>[REDACTED]</p>   |

| <b>17. Supplier Authorised Representative(s)</b>  | <p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p>  |   |  |                  |            |  |  |            |  |  |
|---|---|---|--|------------------|------------|--|--|------------|--|--|
| <b>18. Address for notices</b>  | <table border="0"> <tr> <td> UK Space Agency (UKSA)<br/> Road Two, Harwell Science and Innovation<br/> Campus, Didcot OX11 0DF<br/> [REDACTED]<br/> [REDACTED]<br/> [REDACTED] </td><td> Space Professionals Partnership<br/> Limited<br/> Congress House, 14 Lyon Road,<br/> Harrow, London, HA1 2EN<br/> [REDACTED]<br/> [REDACTED]<br/> [REDACTED] </td></tr> </table>   | UK Space Agency (UKSA)<br>Road Two, Harwell Science and Innovation<br>Campus, Didcot OX11 0DF<br>[REDACTED]<br>[REDACTED]<br>[REDACTED] | Space Professionals Partnership<br>Limited<br>Congress House, 14 Lyon Road,<br>Harrow, London, HA1 2EN<br>[REDACTED]<br>[REDACTED]<br>[REDACTED] |                  |            |  |  |            |  |  |
| UK Space Agency (UKSA)<br>Road Two, Harwell Science and Innovation<br>Campus, Didcot OX11 0DF<br>[REDACTED]<br>[REDACTED]<br>[REDACTED] | Space Professionals Partnership<br>Limited<br>Congress House, 14 Lyon Road,<br>Harrow, London, HA1 2EN<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]  |   |  |                  |            |  |  |            |  |  |
| <b>19. Key Staff</b>  | <table border="0"> <tr> <th>Key Staff Role:</th><th>Key Staff Name</th><th>Contact Details:</th></tr> <tr> <td colspan="3">[REDACTED]</td></tr> <tr> <td colspan="3">[REDACTED]</td></tr> </table>  | Key Staff Role:   | Key Staff Name   | Contact Details: | [REDACTED] |  |  | [REDACTED] |  |  |
| Key Staff Role:   | Key Staff Name  | Contact Details:  |  |                  |            |  |  |            |  |  |
| [REDACTED]  |   |   |  |                  |            |  |  |            |  |  |
| [REDACTED]  |   |   |  |                  |            |  |  |            |  |  |
| <b>20. Procedures and Policies</b>  | <p>For the purposes of the Contract the:</p> <p>BUYER'S ENVIRONMENTAL POLICY</p> <p>Available online at: <a href="#">UK Space Agency Corporate Plan 2022–25</a></p> <p>BUYER'S SECURITY POLICY</p> <p>Available online at: <a href="#">National-Space-Security-Policy-1.pdf</a></p>   |   |  |                  |            |  |  |            |  |  |
| <b>21. Special Terms</b>  | <p>None</p>   |   |  |                  |            |  |  |            |  |  |
| <b>22. Incorporated Terms</b>   | <p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> <li>(a) The cover letter from the Buyer to the Supplier dated 09<sup>th</sup> December 2024 (if used)</li> <li>(b) This Order Form</li> <li>(c) Any Special Terms (see row 21 (Special Terms) in this Order Form)</li> <li>(d) Conditions (as they may be amended by NOT USED)</li> <li>(e) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> <li>i. Annex 2 – Specification</li> </ul> </li> </ul> |   |  |                  |            |  |  |            |  |  |

|  |   |
|--|---|
|  | <ul style="list-style-type: none"><li>ii. Annex 3 – Charges</li><li>iii. Annex 4 – Supplier Tender, unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</li></ul> |
|--|---|

