



UK Research
and Innovation

The Collective Facilitation Limited

Units16-18,

The Boscombe Centre,

Mills Way,

Amesbury,

SP4 7SD

Attn: [REDACTED]

By email to: [REDACTED]

Date: 27/11/2023

Your ref: N/A

Our ref: GSS23867

To Whom It May Concern

Award of contract for the supply of Levelling Up sandpit

Following your tender/ proposal for the supply of GSS23867 Levelling up sandpit 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) **The Collective Facilitation Limited**, a company incorporated and registered in England with company number 10437006 and registered VAT number GB253058026 whose registered office is at Units16-18, The Boscombe Centre, Mills Way, Amesbury, SP4 7SD OR (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: 12th January 2024
- 2 Expiry Date: 25th January 2024

- 3 UKRI may extend this Contract for a period of up to 6 months by giving not less than 1 month notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of this Contract shall apply throughout any such extended period.

Description of Goods and/or Services

- 4 The Specification of the Goods and/or Services to be delivered is as set out in [Schedule 2 / the Supplier's quotation dated 20/11/2023.
- 5 The Services shall be performed at a third party's premises, the address is to be confirmed
- 6 The Goods shall be Delivered in accordance with the following instructions:

Delivery Address

TBC

Date of Delivery

12th January 2024

Packaging Instructions:

N/A

Additional Delivery Instructions:

N/A

Charges & Payment

- 7 The Charges for the Goods and/or Services shall be as set out in Schedule 3 / the Supplier's quotation dated 20/11/2023.
- 8 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: Polaris House, North Star Avenue, Swindon, England, SN2 1FL
- 9 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact. Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to finance@uksbs.co.uk or by telephone 01793 867000 between 09:00-17:00 Monday to Friday.

Supplier's Limit of Liability

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

- 10 The address for notices of the Parties are:

UKRI

The Collective Facilitation Limited

Polaris House, North Star Avenue, Units 16-18, The Boscombe Centre, Mills
Swindon, England, SN2 1FL Way, Amesbury, SP4 7SD

Attention: [REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

Email: [REDACTED]

Liaison

[REDACTED] For general liaison your contact will continue to be [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 coreservices@uksbs.co.uk. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

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

Signature: [REDACTED]

.....

Name: [REDACTED]

.....

Position: [REDACTED]

.....

Date: [REDACTED]

.....

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

Signed for and on behalf of **The Collective Facilitation**

Signature: [REDACTED]

.....

Name: [REDACTED]

.....

Position: [REDACTED]

.....

Date:

.....

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 Impact Assessment"	an assessment by UKRI of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	means, for the periods for which they are in force, all laws giving effect or purporting to give effect to the UK GDPR and EU 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), 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"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"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);
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"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);
"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:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

"Limit of Liability" means the limit of liability identified in the Award Letter;

"Party" the Supplier or UKRI (as appropriate) and "Parties" shall mean both of them;

"Personal Data" has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

"Personal Data Breach" has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

"Processing" has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

"Protective Measures" technical and organisational measures which must take account of:

- (a) the nature of the data to be protected
- (b) harm that might result from Data Loss Event;
- (c) state of technological development
- (d) the cost of implementing any measures

including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

"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;

"Security Policy" UKRI's security policy in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;

"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;
"UK GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019
"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 of 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 "data controller" and "data processor" shall have the same meanings given to them under Data Protection Legislation.
- 15.2 The Supplier acknowledges the only Processing (if any) that it is authorised to do is listed in Schedule 4 (*Processing Personal Data*) by UKRI.
- 15.3 The Supplier shall notify UKRI immediately if it considers that any of UKRI's instructions infringe the Data Protection Legislation.
- 15.4 The Supplier shall provide all reasonable assistance to UKRI in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of UKRI, include:
- 15.4.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - 15.4.2 an assessment of the necessity and proportionality of the Processing in relation to the Goods and/or Services;
 - 15.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 15.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 15.5 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
- 15.5.1 Process that Personal Data only in accordance with Schedule 4 (*Processing Personal Data*), unless the Supplier is required to do otherwise by Law. If it

is so required the Supplier shall notify UKRI before Processing the Personal Data unless prohibited by Law;

- 15.5.2 ensure that it has in place Protective Measures, (if the Supplier is holding UKRI Data, including back-up data, that it is held by a secure system that complies with the Security Policy and any applicable Security Management Plan) which UKRI may reasonably reject (but failure to reject shall not amount to approval by UKRI of the adequacy of the Protective Measures) having taken account of the:

- a) nature of the data to be protected;
- b) harm that might result from a Personal Data Breach;
- c) state of technological development; and
- d) cost of implementing any measures;

- 15.5.3 ensure that:

- a) the Supplier Staff do not Process Personal Data except in accordance with the Contract (and in particular Schedule 4 (*Processing Personal Data*));
- b) it uses all reasonable endeavours to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Supplier's duties under this Clauses 15 and 13;
 - (ii) are subject to appropriate confidentiality undertakings with the Supplier or any sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by UKRI or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

- 15.5.4 not transfer Personal Data outside of the UK unless the prior written consent of UKRI has been obtained and the following conditions are fulfilled:

- a) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
- b) UKRI or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by UKRI which could include relevant parties entering into the International Data Transfer Agreement (the "IDTA"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "Addendum"), as published by the Information Commissioner's Office from time to time, as well as any additional measures determined by UKRI;
- c) the Data Subject (as defined by the Data Protection Act 2018) has enforceable rights and effective legal remedies;
- d) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist UKRI in meeting its obligations); and

- e) the Supplier complies with any reasonable instructions notified to it in advance by UKRI with respect to the Processing of the Personal Data;
- 15.5.5 where the Personal Data is subject to EU GDPR, not transfer Personal Data outside of the EU unless the prior written consent of UKRI has been obtained and the following conditions are fulfilled:
- a) the transfer is in accordance with Article 45 of the EU GDPR; or
 - b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring Party;
 - c) the Data Subject has enforceable rights and effective legal remedies;
 - d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
 - e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- 15.5.6 at the written direction of UKRI, delete or return Personal Data (and any copies of it) to UKRI on termination of this Contract unless the Supplier is required by Law to retain the Personal Data.
- 15.6 Subject to Clause 15.7, the Supplier shall notify UKRI immediately if in relation to it Processing Personal Data under or in connection with this Contract it:
- 15.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 15.6.2 receives a request to rectify, block or erase any Personal Data;
 - 15.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 15.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - 15.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 15.6.6 becomes aware of a Personal Data Breach.
- 15.7 The Supplier's obligation to notify under Clause 15.6 shall include the provision of further information to UKRI, as details become available.
- 15.8 Taking into account the nature of the Processing, the Supplier shall provide UKRI with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made

under Clause 15.6 (and insofar as possible within the timescales reasonably required by UKRI) including by immediately providing:

- 15.8.1 UKRI with full details and copies of the complaint, communication or request;
 - 15.8.2 such assistance as is reasonably requested by UKRI to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 15.8.3 UKRI, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 15.8.4 assistance as requested by UKRI following any Personal Data Breach; and/or
 - 15.8.5 assistance as requested by UKRI with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by UKRI with the Information Commissioner's Office or any other regulatory authority.
- 15.9 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with Clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- 15.9.1 UKRI determines that the Processing is not occasional;
 - 15.9.2 UKRI determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 15.9.3 UKRI determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 15.10 The Supplier shall allow for audits of its Data Processing activity by UKRI or UKRI's designated auditor.
- 15.11 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 15.12 Before allowing any sub-processor to process any Personal Data related to the Contract, the Supplier must:
- 15.12.1 notify UKRI in writing of the intended sub-processor and processing;
 - 15.12.2 obtain the written consent of UKRI;
 - 15.12.3 enter into a written agreement with the sub-processor which give effect to the terms set out in this Clause 15 such that they apply to the sub-processor; and
 - 15.12.4 provide UKRI with such information regarding the sub-processor as UKRI may reasonably require.
- 15.13 To the extent that UKRI provides its consent pursuant to clause 15.12, the Supplier shall flow down the contractual obligations contained in this clause 15 to sub-processors. For the avoidance of doubt, the Supplier shall remain fully liable for all acts or omissions of any of its sub-processor.
- 15.14 UKRI may, at any time on not less than 30 Working Days' notice, revise this Clause 15 by replacing it with any applicable controller to Supplier standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 15.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. UKRI may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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.

Schedule 2- Specification

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

Introduction

The Economic and Social Research Council (ESRC) would like to appoint a set of facilitators to run a sandpit in the area of Levelling Up. The sandpit is scheduled to take place over 4 days during January 2024, one in person day and 3 additional virtual sessions.

The confirmed dates for the sandpit are:

Friday 12th January - in person

Tuesday 16th January - (online)

Wednesday 17th January - (online)

Thursday 25th January - (online)

Background to the Requirement

The opportunity will be jointly funded by The Department for Levelling Up, Housing and Communities (DLUHC) and the Economic and Social Research Council (ESRC).

ESRC as part of UK Research and Innovation works in partnership with universities, research organisations, businesses, charities, and government to create the best possible environment for research and innovation to flourish. We aim to maximise the contribution of each of our component parts, working individually and collectively. We work with our many partners to benefit everyone through knowledge, talent and ideas.

Further information can be found at [UKRI – UK Research and Innovation](#)

Purpose of This Quotation Exercise

The purpose of this exercise is to gather quotes on costs with a view to appointing a group of suitable sandpit facilitators.

2. Background to The Sandpit

ESRC will run a 4-day interactive sandpit in the area of Levelling Up.

The overall aim of this sandpit is to commission novel, interdisciplinary, challenge-led research projects that can address multifaceted questions related to levelling up. The research commissioned will be used by members of the [Levelling Up Advisory Council](#) (LUAC) to inform expert advice to ministers.

More widely, the sandpit will also act as thought leadership, stimulating debate and driving greater understanding of levelling up policy amongst the public, local authorities, think tanks and the private sector. We need to build new evidence, and draw together existing evidence from other disciplines, to guide this policy agenda.

The research agenda for this sandpit is structured around:

- the LUAC's workstreams and their resulting research priorities
- the overarching relationship between the six capital and target outcomes
- specific questions around the capitals themselves that are not being covered elsewhere.
- wider questions on specific place needs, and the intersection with other

government priorities

The research ideas developed at the sandpit should investigate some or a combination of the following challenge areas, as set out by DLUHC below:

Overall levelling up prioritisation

The Levelling Up agenda aims to ensure that everyone in the UK have a path to economic success and personal wellbeing, regardless of where they live. The Levelling Up White Paper emphasised the importance of horizontal interventions across multiple policy areas, to strengthen the supply of each of the six capitals. It's important that we understand the relative priorities of different interventions, and the interaction between outcomes. In particular:

- what drives differences in regional economic growth, real wages and productivity between places? Which is most important? What are the extent and costs of insufficient supply or misallocation of the six capitals in different locations across the UK? How should we prioritise policy interventions across the 12 Missions and the six capitals as a consequence? (High priority; Quantitative approach)
- what drives differences in wellbeing and pride in place between places? How do these factors interact with the 12 Levelling Up missions? How should we prioritise policy interventions across the 12 missions and the six capitals as a consequence? (High priority, Quantitative and Qualitative approach)
- what role does natural capital play in determining regional outcomes? How might we integrate it into the Levelling Up agenda?
- how well does government (at all levels) allocate its resources between the six capitals? How can allocative efficiency in the use of scarce public resources be improved to the benefit of levelling up and other goals?

Human capital

Human capital is central to the economic and social well-being of people and places. Improving people's health, education, skills and employment prospects will ensure that everyone, wherever they live, have the opportunity to live fulfilling, healthy and productive lives. Existing research has demonstrated that education and professional experience both determine earnings capacity.

And there is widespread evidence of the impact of economic scarring constraining recovery from place-specific and macroeconomic shocks, because of unemployment depleting human capital. Moreover, the concentration of high-skilled adults in a place also boosts its outcomes via positive spill over effects. This part of the research agenda focusses on how we can support and extend human capital in places, to attract and retain high quality jobs, and support wider benefits to economic and social wellbeing. In particular, we need to understand:

- which factors (for example, social capital or liveability of a place, housing affordability, transport connectivity) have the greatest influence on the migration of skilled workers? How should policy influence labour mobility?
- what can the UK do to ensure the lowest skilled benefit from the changing skill mix required by the UK's changing industry mix, including greater demand for soft skills? What would be the most effective policy options?

Institutional capital (devolution)

Institutional capital is vital for a place's successes. Local leaders and local administrations can tailor policy to the specific challenges that areas face. As a consequence, devolution is a central part of the Levelling Up agenda. We are both supporting the establishment of new devolved administrations and devolving further powers. We are very keen to further develop our evidence base for these decisions, including defining a counterfactual, which has previously proved challenging. Our aim is to draw on evidence from UK devolution from the last 20 years, and devolution of powers internationally, to support the design and implementation of further devolution. Specifically:-

- how can we best evaluate the impact of devolution in the UK? How do we establish a credible counterfactual for devolution, including drawing on lessons from other countries? Are there novel or innovative data and methodologies that could be used?
- what has been the impact of English devolution so far on local economic growth, social outcomes or both? What effect on growth and productivity in English city-regions would greater decentralised policy responsibilities (political, economic and fiscal) equivalent to comparator OECD cities have if assigned to the city-regional or sub-regional level? What role does quality of local government have on outcomes?
- what effect does variation between sub-national governments of powers and responsibilities held have on quality of government? What effect does variation in governance system and structure have for the same? What are the Governance benefits of English Combined Authority and County mayors?
- what are the most effective institutional mechanisms to promote inter-regional learning, capacity building and skills development? What systems of governance and funding produce sustainable and enduring benefits from such institutions?
- what can social research tell us about public perceptions and understanding of English devolution? Which factors (individual demographic, spatial, and so on) drive sentiment towards Mayors and [Mayoral Combined Authorities \(MCAs\)](#)? Do the public have a good understanding of MCAs' powers and responsibilities? Can innovative or novel data be used to explore perceptions?

Social capital

Research has shown that depleted social capital is a cause as well as a reflection of the under-performance of places. For example, low levels of community cooperation and trust reduce the attraction of places as a destination for people, business and finance. But it has historically been difficult to measure social capital, and the evidence base on its impact and how best to support it is limited. Under the Levelling Up agenda, we would be particularly interested to focus on:

- How can we improve the geographical alignment of local governance and resources with communities' understanding of place?

Specific place requirements

Levelling up will mean different things and require different interventions across particular types of place. We want to embrace that diversity and support the conditions that every place needs to succeed. To do so, we need to understand more around the particular needs and challenges within areas, specifically:

- how should we account for the differing needs of place in policy making? Which types of place or policies might require a particular place-sensitive approach?
- to what extent are economic and social inequalities in London driven by place-specific factors? Given this, are these best addressed by national or local levers?
- how can we harness London's economic activity to benefit other regions?
- what drives the large differences in outcomes between poor children born in London and those outside?
- analysis of economic and social inequalities in Belfast compared to the rest of Northern Ireland
- what is needed to drive rural economic growth?
- what has been the impact of levelling up policies in rural areas?
- how should we design and deliver of levelling up in rural areas?

Intersection with other government priorities

Levelling up will not be delivered in a vacuum. The UK faces a number of other key challenges. We want to understand how these affect the context for Levelling Up, and how we can ensure that the Levelling Up agenda complements other interventions.

- how could Levelling Up align with Net Zero funding to drive growth in left behind areas?
- what are the risks facing left-behind places due to the Net Zero transition and what can we do to mitigate, including international examples?
- what has been the impact of macroeconomic shocks for regional inequality - including the global financial crisis, the cost-of-living shock, and COVID-19? What are the implications for how we:
 - implement our current Levelling Up agenda
 - ensure local economies are more resilient against future shocks

What is a sandpit?

A sandpit in this case is an interactive workshop held over 4 days involving 20-30 participants, the director, and several independent stakeholders. An essential element of a sandpit is a highly multidisciplinary mix of participants taking part, some being active academic researchers and some being potential users of research outcomes, to drive creative, lateral thinking and radical approaches to addressing particular research challenges. Each sandpit has a different scientific focus.

Sandpits are intensive events. For the well-being of participants, the timetable should include informal networking activities as a break from the detailed explorative discussions.

Outcomes of sandpits range from a single large multidisciplinary adventurous research project, to several smaller multidisciplinary projects, feasibility studies, networking activities and so on. These research projects will have a defined research programme with clear objectives and aims.

The outcomes are not pre-determined but are defined during the sandpit by the group. ESRC sandpits should produce ideas for research programmes that are creative, highly innovative, adventurous and potentially transformative. Ultimately, the funders are looking for high-quality research that offers the potential for a step-change in the area of Levelling Up.

Who are the key players at the sandpit and what are their roles?

Sandpits are led by a director with a group of mentors (subject matter experts) in support. This 'Director and Mentor' group is not eligible to receive research funding so act as impartial advisors and peer reviewers in the process. While the director and mentors are responsible for the content of the sandpit, the facilitators are responsible for the process – creating a facilitation plan for the 4 days. They design the activities and schedule sessions to create an environment where innovative ideas can be formed, shared, developed, and accepted. In the intensive sandpit environment, facilitators need to constantly adapt schedules and activities to maintain the group's focus.

As detailed above, there are several key players with differing responsibilities at a sandpit namely, the **Director, Mentors, Facilitators, Stakeholders, Participants and the funder**. These different sandpit roles are all important, without any one of these dimensions the sandpit would not be a success. These roles also allow us to separate the process from the technical and scientific content.

The Director: key to the success of a sandpit is a Director with the vision and skills to bring together a multidisciplinary team of researchers to address the research challenges, and with a commitment to the sandpit ethos. The director could come from either the academic or business sectors and will have considerable freedom to establish and run the sandpit in ways most appropriate to the achievement of its overall objectives. The funder/s will select the Director and he/she will aid with the scoping of the sandpit and work with the facilitators advising on the technical/scientific aspects.

The Mentors: are analogous to 'peer reviewers' but with more of a guidance role. They work with the Director to select the participants, and when at the sandpit provide objective advice and input to the participants and also offer comment on the research projects arising from the sandpit, with

the overall aim to ensure that the sandpit leads to high-quality innovative research. The funder/s will select the mentors. In general, a sandpit will have 3-5 mentors, who work together with the Director.

The Director and Mentor team are the technical and scientific content owners prior to the sandpit and share this role with the participants during the sandpit.

The Stakeholders: these will vary depending on the sandpit topic. They are individuals, likely from organisations for whom the sandpit topic is relevant and important, and who are 'problem owners'. They could be from industry (companies or other bodies), Government (other government departments, agencies, local government) or charities, lobby groups, citizen's groups. Representatives from such organisations are important contributors to a sandpit, for instance they can bring challenging/provocative presentations about the current state of play relating to the problems being discussed at the sandpit, and also the political/social context. If applicable the funders will recruit the stakeholders but would be open to suggestions from the facilitator team.

The Funders (ESRC and DLUHC): the role of the staff present from ESRC is to organise and manage the sandpit, all the key players and ensure the aims of the sandpit are met. The staff will also be responsible for the real time peer review process and associated audit trail and will reinforce the need for novelty, adventure & risk in the research being explored and eventually proposed. The ESRC representatives will also advise on the research proposal process e.g., requested resources, conflicts of interest, financial, and Intellectual Property Rights aspects. The ESRC representatives will oversee the peer review recommendations and final funding decisions that are made on the final day of the sandpit. An ESRC representative will be identified as the sandpit facilitator's primary contact for the sandpit and will be the focal point of information and advice for all key players at the sandpit. Only sandpit participants can access the funding which depends strongly on the quality of their research ideas proposed as judged by the process of real time peer review at the sandpit.

The Participants: the group of sandpit participants will have been selected (by the Director and mentors) to attend the sandpit from an open invitation for expressions of interest (advertised on the UKRI Funding Finder website) and will therefore have an interest in the topic, and the right attitude and personal characteristics to the sandpit approach. They will represent a wide range of backgrounds, disciplines and experiences. The ethos of the sandpit is that the participants 'own' the ideas and the outputs, and that they have the responsibility to participate fully and constructively for the full 5 days. This includes making what might be hard decisions about prioritisation of ideas and funding allocations. Participants are sources of knowledge and expertise; they work with the content, generate ideas and ultimately develop research projects that are pitched and then submitted for research funding. Not necessarily all the participants leave the sandpit with funding.

The Facilitators: while the Director and Mentors are responsible for the scientific content of the sandpit, the facilitators are responsible for the process, specifically: designing and scheduling the various activities and sessions of the sandpit (e.g. ice-breakers, techniques for generating ideas, break-out groups, creative exercises, sessions on sharing and presenting research ideas and obtaining feedback etc.). The facilitators will work closely and collaboratively with the Director and the ESRC staff when designing the schedule. At the sandpit itself, the facilitators will take the lead on explaining the process and directing the activities. In addition, they will facilitate smaller groups as needed, working closely with the Director, Mentors and ESRC staff. The facilitators will support the UKRI staff to manage both the conflicts of interest and real time peer review process.

What happens at the sandpit?

There are several aspects to the sandpit:

- Getting to know everyone in the room
- Agreeing a common language and terminology amongst people from a very diverse range of backgrounds and disciplines
- Sharing understanding and defining the scope of the issue
- Generating ideas by taking part in breakout sessions focused on the problem domain, using creative and innovative thinking techniques.

- Giving and receiving peer feedback on the ideas
- Forming groups and subsequently developing multidisciplinary, potentially transformative research projects
- Pitching research projects and receiving funding recommendations.
- Incorporating fun and social activities within each day

The sandpit process can be broken down into **several key stages**:

Pre-work (before day one of the sandpit):	Who are the participants? What expertise do they bring to the sandpit? What does the topic mean to them? Do they have any objects/posters/reading material that they want to share with others?
Interact with the problem statement:	Here the group focuses on the specific theme of the Sandpit. Through interaction with invited stakeholders, they will debate the problems shared by DLUHC in detail to build a comprehensive picture of the situation. Mapping the problem begins to highlight technology, knowledge and ways of tackling the research questions that could hold the key to future solutions.
Clarify:	Exploring the topic further /research challenges and start to consider approaches
Ideate:	Now, with a clear understanding of the issues highlighted by DLUHC, and helped by Mentors and facilitators, the group begins to form ideas in response to the problem. Drawing on the discussions and experiences, smaller groups begin to form around the emerging ideas, self-selecting the skills and expertise needed for success.
Develop:	Through a series of activities, the newly formed research groups develop, test and refine their ideas. The proposals are repeatedly examined, pitched, reworked and tested again. At this stage, groups begin to look at funding issues such as the level of resources required.
Implement:	Groups present projects as part of the real time peer review process before proposals are ranked in order based on their fit to the Sandpit assessment criteria budget. A final recommendation by the Director and Mentors is made to ESRC and DLUHC, and funding decisions are made. Sandpit funding is not spread evenly across participants: a variety of outcomes are possible, ranging from a single large research project to several smaller projects, feasibility studies, networking activities, overseas visits and so on. Outcomes are not pre-determined, but are pitched, assessed and decided upon during the Sandpit.
Begin	After the sandpit, the successful Sandpit projects are converted into fully costed draft proposals. Draft proposals are sent to the Director & Mentors to verify that the proposals as submitted have the scientific themes/objectives generated and agreed at the workshop. Once the Director and Mentors are happy with the proposals then the project teams can submit the full proposals to UKRI funding system.

The sandpit process is designed to allow space for creativity, while also building collaborative research teams.

What is the focus of this sandpit?

The focus of this sandpit is Levelling Up. The sandpit will take place over 4 weeks in January 2024. The sandpit will take place both in person and online. We have a total budget of £1.4m to fund projects. There is no set upper limit for individual projects, but we will look to fund projects across the priority areas shared by DLUHC.

The broad aims of the sandpit are to generate research proposals which can:

- Form new collaborations between researchers and innovators in diverse research areas;
- Create new and innovative research ideas that tackle challenges linked to the multifaceted questions related to levelling up.
- Allow researchers to pitch projects for funding to test ideas;
- Cultivate a common language between disciplines;
- Consider co-design with end-users;
- Facilitate interactions between key researchers, innovators and users.

Timeline:

Call for applicants launched	October 2023
Call close (expressions of interest)	November 2023
Anticipated decision of Award::	December 2023
Sandpit:	January 2024

Full timelines are still in the process of being agreed but this should provide an outline. Therefore, we require the services of a facilitation company to plan and facilitate a 4-day sandpit event on Levelling Up. (See details about role of facilitators at a sandpit above).

Schedule 3 - Charges

- 1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2 £18,120.00 excluding VAT
- 3 Where the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:
 - (a) the charges payable for the Services will be calculated in accordance with the Supplier's day rates as follows:

N/A
 - (b) the Supplier's day rates for each individual person are calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by UKRI and the Supplier;
 - (c) the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of UKRI;
 - (d) the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to UKRI upon request; and

- (e) the Supplier will invoice UKRI monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this paragraph 3 and paragraph **Error! Reference source not found.**

Expenses

- 4 N/A included in cost.

Schedule 4 - Processing Personal Data

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be the subject of a formal amendment to this Contract.

1. The contact details of the Contracting Authority Data Protection Officer are:
[REDACTED]
2. The contact details of the Suppliers Data Protection Officer are:
[REDACTED]
3. The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

Any such further instructions shall be incorporated into this Schedule

Description	Details
Subject matter of the processing	The processing is needed to ensure that the Supplier can effectively deliver the contract to deliver the facilitation of our Levelling up Sandpit which will bring together academics to produce grant proposals and funding decision to be made within a shorter period of time.
Duration of the processing	The duration of processing will be within the lifetime of the contract to be delivered, and not beyond this (December 2023 – February 2024).
Nature and purposes of the processing	The purpose will include: the supplier will require the contact details of the delegates and visitors from government in order to develop and deliver the sandpit. The supplier will be contacting the individuals to carry out preparatory work prior to the sandpit.
Type of Personal Data	The types of personal data included and shared will include: name, address, contact email address
Categories of Data Subject	UKRI employees, Government employees contractors and consultants, Members of the Research and Innovation Community, Peer Reviewers.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The data will be retained for the period of the contract and will then be deleted by the supplier and confirmation provided to UKRI.

Controls in place to prevent further use of the data	Contractual agreement between UKRI and the supplier setting out the specific purpose for the processing of personal data and the requirement for deletion once the contract has expired.
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Supplier Proposal

















