

BRE Global Limited,

**Bucknalls Lane,
Garston,
Watford,
Hertfordshire,
WD25 9XX**

Thursday, 13 December 2018

Dear Sir/Madam,

**Contract Title: Characteristics of modern domestic fires and the implications
for product performance testing**
Contract Reference: UK SBS CR18164

**The Contract shall be subject to the UK Shared Business Services Ltd S1
Terms and Conditions for the Purchase of Services and the following
Schedules:**

Schedule 1	Special Conditions
Schedule 2	Purchase Order Form
Schedule 3	The Services
Appendix A	Specification
Appendix B	Bidder Response

Please note that this Contract is subject to signed Contract Acceptance

Yours Sincerely,

**[REDACTED]
Category Manager
Research Team
UK Shared Business Services Ltd
Research@uksbs.co.uk**

S1 - PRECEDENT CONTRACT FOR THE

PURCHASE OF SERVICES**SECTION A**

This Contract is dated Thursday, 13 December 2018.

Parties

- (1) **Department for Business, Energy & Industrial Strategy (BEIS) of, 1 Victoria Street, London SW1H0ET (The Contracting Authority).**
- (2) **BRE Global Limited, a company incorporated and registered in England with company number 08961297 and registered VAT number GB 689 9499 27 whose registered office is at Bucknalls Lane, Garston, Watford, Hertfordshire, WD25 9XX (The Supplier).**

Background

The Contracting Authority wishes the Supplier to supply, and the Supplier wishes to supply, the Services (as defined below) in accordance with the terms of the Contract (as defined below).

A1 Interpretation

A1-1 Definitions. In the Contract (as defined below), the following definitions apply:

Agent: Where UK Shared Business Services is not the named Contracting Authority in Parties (1), UK SBS has been nominated as agent on behalf of the Contracting Authority and therefore all communications both written and verbal will be received as issued by the Contracting Authority.

Associated Bodies and Authorised Entities: Associated Bodies and Authorised Entities include but are not limited to The Science and Technology Facilities Council, The Medical Research Council, The Engineering and Physical Sciences Research Council, The Economic and Social Research Council, The Natural Environment Research Council, The Arts and Humanities Research Council, The Biotechnology and Biological Sciences Research Council, UK SBS Ltd, Central Government Departments and their Agencies, Non Departmental Public Bodies, NHS bodies, Local Authority's, Voluntary Sector Charities, and/or other private organisations acting as managing agents or procuring on behalf of these UK bodies. Further details of these organisations can be found at:
<http://www.uksbs.co.uk/services/procure/contracts/Pages/default.aspx>

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Contracting Authority for the supply of the Services in accordance with clause B4.

Commencement: the date and any specified time that the Contract starts

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause C7-11.

Confidential Information: any confidential information, knowhow and data (in any form or medium) which relates to UK SBS, the Contracting Authority or the Supplier, including information relating to the businesses of UK SBS, the Contracting Authority or the Supplier and information relating to their staff, finances, policies and procedures. This includes information identified as confidential in the Order or the Special Conditions (if any).

Contract: the contract between the Contracting Authority and the Supplier for the supply of the Services, in accordance with these Conditions, any Special Conditions and the Order only.

Contracting Authority: Department for Business, Energy & Industrial Strategy (BEIS), as specified at Section A (1) and any replacement or successor organisation.

Delivery Date (Services): the date or dates specified in the Order when the Services shall commence as set out in the Order and until the end date specified in the Order

Deliverables: all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

EIR: the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Information: has the meaning given under section 84 of FOIA.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Contracting Authority's order for the Services, as set out in the Contracting Authority's completed purchase order form (including any Specification) which is in the format of the pro forma order form attached at Schedule 2. For the avoidance of doubt, if the Contracting Authority's purchase order form is not in the format of the pro forma order form at Schedule 2, it will not constitute an Order.

Public Body: any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.

Request for Information: a request for information or an apparent request under FOIA or EIR.

Scheme Effective Date: the date on which the United Kingdom Research and Innovation become a legal entity.

Services: the Services, including without limitation any Deliverables Deliverables and Supplies required to complete the Services, to be provided by the Supplier under the Contract as set out in the Order.

Special Conditions: the special conditions (if any) set out in Schedule 1.

Specification: any specification for the Services or Supplies, including any related plans and drawings that is supplied to the Supplier by the Contracting Authority, or produced by the Supplier and agreed in writing by the Contracting Authority.

Supplier or Suppliers: the parties to the contract as named in Section A (2).

Supplies: any such thing that the Supplier is required to Deliver, that does not require or include Services or Deliverables

Supplier's Associate: any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides Services for or on behalf of the Supplier.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.

UKRI: UK Research Council and Innovation, established as a body corporate in accordance with the Higher Education and Research Act 2017.

UK SBS: UK Shared Business Services Limited (a limited company registered in England and Wales with company number 08330639). Where UK SBS is not named as the Contracting Authority within section A (1), UK SBS will be acting as an agent on behalf of the Contracting Authority.

Working Day: any Business Day excluding 27, 28, 29, 30 and 31 December in any year.

A1-2 Construction. In the Contract, unless the context requires otherwise, the following rules apply:

A1-2-1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A1-2-2 A reference to a party includes its personal representatives, successors or permitted assigns.

A1-2-3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

A1-2-4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit

the sense of the words preceding those terms.

A1-2-5 The headings in these Conditions are for ease of reference only and do not affect the interpretation or construction of the Contract.

A1-2-6 A reference to **writing** or **written** includes faxes and e-mails.

A2 Basis of contract

A2-1 Where UK SBS is not the Contracting Authority, UK SBS is the agent of the Contracting Authority for the purpose of procurement and is authorised to negotiate and enter into contracts for the supply of Services on behalf of the Contracting Authority. UK SBS will not itself be a party to, nor have any liability under, the Contract unless it is expressly specified as Contracting Authority in the Order.

A2-2 The terms of this Contract, any Special Conditions and the Order apply to the Contract to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.

A2-3 If there is any conflict or inconsistency between the terms of this Contract, the Special Conditions (if any) and the Order (including any Specification), the terms of the Contract will prevail over the Special Conditions and the Special Conditions will prevail over the Order (including any Specification), in each case to the extent necessary to resolve that conflict or inconsistency.

A2-4 The Order constitutes an offer by the Contracting Authority to purchase the Services in accordance with this Contract (and any Special Conditions). This offer shall remain valid for acceptance by the Supplier, in accordance with clause A2-5, for 28 days from the date of the Order. Notwithstanding that after 28 days the offer will have expired, the Contracting Authority may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Supplier, in accordance with clause A2-5, as valid acceptance of the offer.

A2-5 Subject to clause A2-4, the Order shall be deemed to be accepted on the date on which authorised representatives of both parties have signed a copy of this Contract, at which point the Contract shall come into existence. The Contract shall remain in force until all the parties' obligations have been performed in accordance with the Contract, at which point it shall expire, or until the Contract has been terminated in accordance with clause A3.

A3 Termination

A3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract in whole or in part at any time before the Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Contracting Authority shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.

A3-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- A3-2-1** the circumstances set out in clauses B2-1-1, C3 or C4-1 apply;
- A3-2-2** the Supplier breaches any term of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or
- A3-2-3** the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
- A3-2-4** the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- A3-2-5** (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or
- A3-2-6** (being an individual) the Supplier is the subject of a bankruptcy petition or order; or
- A3-2-7** a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- A3-2-8** (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
- A3-2-9** (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or
- A3-2-10** a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or
- A3-2-11** any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause A3-2-3 to clause A3-2-10 inclusive; or
- A3-2-12** there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- A3-2-13** the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- A3-2-14** the Supplier's financial position deteriorates to such an extent that in the Contracting Authority's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- A3-3** Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of the Contract shall continue in full force and effect.

- A3-4** Without prejudice to clause A3-3, clauses B1, B2, B5, B6, B7, B8, B9, C1, C2, C3, C4, C6 and C7 shall survive the termination or expiry of the Contract and shall continue in full force and effect.
- A3-5** Upon termination or expiry of the Contract, the Supplier shall immediately:
- A3-5-1** cease all work on the Contract;
 - A3-5-2** Deliver to the Contracting Authority all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then the Contracting Authority may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - A3-5-3** cease use of and return (or, at the Contracting Authority's or UK SBS's acting as an agent on behalf of the Contracting Authority's election, destroy) all of the Contracting Authority's Materials in the Supplier's possession or control; and
 - A3-5-4** Cease all use of, and delete all copies of, UK SBS's or the Contracting Authority's or UK SBS's confidential information.
- A3-6** The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Services to be provided by the Supplier in each case by giving to the Supplier reasonable written notice. During the period of notice the Contracting Authority may direct the Supplier to perform all or any of the work under the Contract. Where the Contracting Authority has invoked either of these rights, the Supplier may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed

SECTION B

B1 Supply of Services

- B1-1** The Supplier shall from the date set out in the Contract and until the end date specified in the Contract provide the Services to the Contracting Authority in accordance with the terms of the Contract.
- B1-2** The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Order (Including any Special Conditions and any applicable Specification) or notified to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.
- B1-3** In providing the Services, the Supplier shall:
- B1-3-1** co-operate with the Contracting Authority in all matters relating to the Services, and comply with all instructions of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
 - B1-3-2** perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

- B1-3-3** use personnel 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 this Contract;
- B1-3-4** ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Contract (including any Special Conditions and any applicable Specification), and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
- B1-3-5** provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- B1-3-6** use the best quality Supplies, materials, standards and techniques, and ensure that the Deliverables, and all Supplies and materials supplied and used in the Services or transferred to the Contracting Authority, will be free from defects in workmanship, installation and design;
- B1-3-7** obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- B1-3-8** observe all health and safety rules and regulations and any other security requirements that apply at any of the Contracting Authority's premises; and
- B1-3-9** Not do or omit to do anything which may cause the Contracting Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Contracting Authority may rely or act on the Services.
- B1-4** The Contracting Authority's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of the Contracting Authority under the Supply of Goods and Services Act 1982 and any other applicable legislation.
- B1-5** Without prejudice to the Contracting Authority's statutory rights, the Contracting Authority will not be deemed to have accepted any Deliverables until the Contracting Authority has had at least 14 Working Days after delivery to inspect them and the Contracting Authority also has the right to reject any Deliverables as though they had not been accepted for 14 Working Days after any latent defect in the Deliverables has become apparent.
- B1-6** If, in connection with the supply of the Services, the Contracting Authority permits any employees or representatives of the Supplier to have access to any of the Contracting Authority's premises, the Supplier will ensure that, whilst on the Contracting Authority's premises, the Supplier's employees and representatives comply with:
- B1-6-1** all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and
- B1-6-2** any Contracting Authority policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Contracting Authority laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Contracting Authority's premises by any employee or representative of the Contracting Authority's.
- B1-7** The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority pursuant to TUPE.

B2 Contracting Authority Remedies

B2-1 If the Supplier fails to perform the Services by the applicable dates, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall, without limiting its other rights or remedies, have one or more of the following rights:

B2-1-1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

B2-1-2 to refuse to accept any subsequent performance of the Services (including delivery of Deliverables) which the Supplier attempts to make;

B2-1-3 to recover from the Supplier any costs incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in obtaining substitute Services from a third party;

B2-1-4 where the Contracting Authority has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or

B2-1-5 To claim damages for any additional costs, loss or expenses incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority which are in any way attributable to the Supplier's failure to meet such dates.

B2-2 These Conditions shall extend to any substituted or remedial Services provided by the Supplier.

B2-3 The Contracting Authority's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

B3 Contracting Authority Obligations

B3-1 The Contracting Authority shall:

B3-1-1 provide the Supplier with reasonable access at reasonable times to the Contracting Authority's premises for the purpose of providing the Services; and

B3-1-2 Provide such information to the Supplier as the Supplier may reasonably request and the Contracting Authority considers reasonably necessary for the purpose of providing the Services.

B4 Charges and Payment

B4-1 The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

B4-2 Where the Order states that the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:

B4-2-1 the charges payable for the Services will be calculated in accordance with the Supplier's standard daily fee rates (as at the date of the Order), subject to any discount specified in the Order;

- B4-2-2** the Supplier's standard daily fee rates for each individual person will be calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier;
- B4-2-3** the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
- B4-2-4** 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 the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority upon request; and
- B4-2-5** the Supplier will invoice the Contracting Authority 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 clause B4-2 and clause B4-3
- B4-3** The Contracting Authority will reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing the Services to the Contracting Authority provided that the Contracting Authority's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Supplier complies at all times with Contracting Authority's expenses policy from time to time in force.
- B4-4** The Supplier shall invoice the Contracting Authority on completion of the Services. Each invoice shall include such supporting information required by the Contracting Authority to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- B4-5** In consideration of the supply of the Services by the Supplier, the Contracting Authority shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice. Payment shall be made to the bank account nominated in writing by the Supplier unless the Contracting Authority agrees in writing to another payment method.
- B4-6** All amounts payable by the Contracting Authority under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Contracting Authority, the Contracting Authority shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- B4-7** The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to inspect such records at all reasonable times on request.
- B4-8** The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Contracting Authority in order to justify withholding payment of any such amount in whole or in part. The Contracting Authority may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.

B4-9 The Supplier acknowledges and agrees that it will pay correctly rendered invoices from any of its suppliers or other sub-contractors within 30 days of receipt of the invoice.

B5 Contracting Authority Property

B5-1 The Supplier acknowledges that all information (including confidential information), equipment and tools, drawings, specifications, data, software and any other materials supplied by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to the Supplier (**Contracting Authority's Materials**) and all rights in the Contracting Authority's Materials are and shall remain at all times the exclusive property of the Contracting Authority and UK SBS (as appropriate). The Supplier shall keep the Contracting Authority's Materials in safe custody at its own risk, maintain them in good condition until returned to the Contracting Authority or UK SBS, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with written instructions or authorisation from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

B6 Intellectual Property Rights

B6-1 In respect of any Supplies that are transferred to the Contracting Authority under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Contracting Authority, it will have full and unrestricted rights to transfer all such items to the Contracting Authority.

B6-2 Save as otherwise provided in the Special Conditions, the Supplier assigns to the Contracting Authority, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to the Supplier which are not assigned under this clause, the Supplier grants to the Contracting Authority a worldwide, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to maintain, repair, adapt, copy and use those products and Deliverables for any purpose.

B6-3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

B6-4 The Supplier shall, promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Contracting Authority in accordance with clause B6-2.

B7 Indemnity

B7-1 The Supplier shall indemnify, and shall keep indemnified the Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority, in full against all costs, expenses, damages and losses (whether direct or indirect),

including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority as a result of or in connection with:

B7-1-1 any claim made against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

B7-1-2 any claim brought against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and

B7-1-3 Any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause B1-7 of these Conditions.

B7-2 This clause B7 shall survive termination or expiry of the Contract.

B8. Insurance

B8-1 During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

B8-1-1 professional indemnity insurance for not less than £2 million per claim;

B8-1-2 public liability insurance for not less than £5 million per claim (unlimited claims); and

B8-1-3 employer liability insurance for not less than £5 million per claim (unlimited claims); and

B8-1-4 product liability insurance for not less than £5 million for claims arising from any single event and not less than £5 million in aggregate for all claims arising in a year.

The Supplier shall ensure that the Contracting Authority's interest is noted on each insurance policy, or that a generic interest clause has been included.

B8-2 On request from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority, the Supplier shall provide the Contracting Authority or UK SBS with copies of the insurance policy certificates and details of the cover provided.

B8-3 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.

B8-4 The Supplier shall:

B8-4-1 do nothing to invalidate any insurance policy or to prejudice the Contracting Authority's entitlement under it; and

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B8-4-2 notify the Contracting Authority if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

B8-5 If the Supplier fails or is unable to maintain insurance in accordance with clause 0, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

B9 Liability

B9-1 In this clause B9, a reference to the Contracting Authority or UK SBS's liability for something is a reference to any liability whatsoever which the Contracting Authority or UK SBS might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under the Contract, in tort or otherwise, and even if it results from the Contracting Authority's or UK SBS's negligence or from negligence for which the Contracting Authority's or UK SBS would otherwise be liable.

B9-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority is not in breach of the Contract, and neither the Contracting Authority nor UK SBS has any liability for anything, to the extent that the apparent breach or liability is attributable to the Supplier's breach of the Contract.

B9-3 Subject to clause B9-6, neither the Contracting Authority nor UK SBS acting as agent on behalf of the Contracting Authority shall have any liability for:

B9-3-1 any indirect or consequential loss or damage;

B9-3-2 any loss of business, rent, profit or anticipated savings;

B9-3-3 any damage to goodwill or reputation;

B9-3-4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Contracting Authority's premises by or on behalf of the Supplier; or

B9-3-5 Any loss, damage, costs or expenses suffered or incurred by any third party.

B9-4 Subject to clause B9-6, the Contracting Authority and UK SBS's total liability shall be limited to the Charges.

B9-5 Subject to clause B9-6, the Supplier's total liability in connection with the Contract shall be limited to £1,000,000.

B9-6 Nothing in the Contract restricts either the Contracting Authority, UK SBS or the Supplier's liability for:

B9-6-1 death or personal injury resulting from its negligence; or

B9-6-2 its fraud (including fraudulent misrepresentation); or

B9-6-3 Breach of any obligations 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.

SECTION C

C1 Confidential Information

- C1-1 A party who receives Confidential Information shall keep in strict confidence (both during the term of the Contract and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging that party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause C1. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the Information:**
- C1-1-1 was public knowledge or already known to that party at the time of disclosure; or**
 - C1-1-2 subsequently becomes public knowledge other than by breach of the Contract; or**
 - C1-1-3 subsequently comes lawfully into the possession of that party from a third party; or**
 - C1-1-4 is agreed by the parties not to be confidential or to be disclosable.**
- C1-2 To the extent necessary to implement the provisions of the Contract (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, provided that before any such disclosure that party shall make those persons aware of its obligations of confidentiality under the Contract and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.**
- C1-3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at the election of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, destroyed) on expiry or termination of the Contract, and no copies shall be kept.**

C2 Transparency

- C2-1 The Supplier acknowledges that the United Kingdom Government's transparency agenda requires that contracts, such as the Contract, and any sourcing document, such as the Invitation to sourcing, are published on a designated, publicly searchable website.**
- C2-2 The Supplier acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of the Contract is not Confidential Information. The Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority shall be responsible for determining in their absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the**

provisions of FOIA:

- C2-3** Notwithstanding any other term of the Contract, the Supplier hereby consents to the Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority publishing the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted) including from time to time agreed changes to the Contract, to the general public.

If any of the situations in **C2-2-1, C2-2-2, C2-2-3** apply the Supplier consents to the Contract or sourcing documents being redacted by UK SBS to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions

In this entire clause the expression "sourcing documents" means the advertisement issued by UK SBS seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

C3 Force Majeure

- C3-1** If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier or, if it could have been foreseen, was unavoidable, (provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract) prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 10 Business Days, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate this Contract immediately by giving written notice to the Supplier

C4 Corruption

- C4-1** The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:
- C4-1-1** offers or agrees to give any person working for or engaged by the Contracting Authority, UK SBS or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement between the Supplier and Contracting Authority, or UK SBS or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the rights and obligations contained within it;
 - C4-1-2** has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Contracting Authority, or UK SBS or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Contracting Authority, or UK SBS before the Contract is entered into;
 - C4-1-3** breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or
 - C4-1-4** Gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

C4-2 For the purposes of clause C4-1, "loss" shall include, but shall not be limited to:

C4-2-1 The Contracting Authority's or UK SBS's costs in finding a replacement supplier;

C4-2-2 direct, indirect and consequential losses; and

C4-2-3 Any loss suffered by the Contracting Authority or UK SBS as a result of a delay in its receipt of the Services.

C5 Data Protection

C5-1 The Supplier shall comply at all times with all data protection legislation applicable in the UK from time to time.

C5-2 General Data Protection Regulations (GDPR)

The Supplier warrants that that it shall under this Contract :

Process only on documented instructions (Annex A) by the Contracting Authority, including regarding international transfers (unless, subject to certain restrictions, legally required to transfer to a third country or international organisation);

- provide all reasonable assistance to the Contracting Authority in the preparation of any Data Protection Impact Assessment (see <http://eur-lex.europa.eu/legal-content/ENTXT/PDF/?uri=CELEX:32016R0679&from=EN> of the GDPR). Prior to commencing any processing. Such assistance may, at the discretion of the Contracting Authority, include:
 - a) systematic description of the envisaged processing operations and the purpose of the processing;
 - b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- ensure those processing personal data are under a confidentiality obligation (contractual or statutory);
- appoint a suitably qualified data protection representative to manage the data;
- keep records of their data processing activities performed under this Contract in order to be able to provide information included in those records to the Data Protection Authorities, upon request. Records should include: (1) details of the data controller and data processor and their representatives; (2) the categories of processing activities that are performed; (3) information regarding cross-border data transfers and; and (4) a general description of the security measures that are implemented;
- take all measures required under the security provisions which includes pseudonymisation and encrypting personal data as appropriate;
- only use a sub-processor with Contracting Authorities formal written consent (specific or general, although where general consent is obtained processors must notify all and any changes to the Contracting Authority, giving them an opportunity to object);
- flow down the same contractual obligations to sub-processors as is imposed upon the Supplier by the Contracting Authority;

- notify Contracting Authority without undue delay data breaches;
- assist Contracting Authority in responding to requests from individuals (data subjects) exercising their rights;
- assist Contracting Authority in complying with the obligations relating to a security breach notification, Data Protection Impact Assessment and consulting with supervisory authorities;
- securely destroy (providing evidence that this has occurred e.g. a secure waste disposal certificate from a third party) or return as instructed by the Contracting Authority all personal data at the end of the Contract (unless storage is required by EU/member state law);
- make available to the Contracting Authority all information necessary to demonstrate compliance; allow/contribute to audits (including inspections by the Contracting Authority or a third party); and inform the Contracting Authority if its instructions infringe data protection law or other EU or member state data protection provisions.
- Where the Supplier is required to collect any Personal Data on behalf of the Contracting Authority, it shall ensure that it provides the data subjects from whom the Personal Data are collected, with a privacy notice in a form to be agreed with the Contracting Authority.

The Contracting Authority may require further assurances during the Contract through a series of questions as to Suppliers GDPR compliance.

Notwithstanding any other remedies available to the Contracting Authority, the Supplier shall fully indemnify the Contracting Authority as a result of any such breach of the General Data Protection Regulations (GDPR), by the Supplier or any other party used by the Supplier in its performance of the Contract, that results in the Contracting Authority suffering fines, loss or damages.

Annex A - Schedule of Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Contracting Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with the Contracting Authority at its absolute discretion

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 Contracting Authority Data Protection Officer are: dataprotection@beis.gov.uk
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 Contracting Authority. Any such further instructions shall be incorporated into this Schedule

Description	Details
-------------	---------

<p>Subject matter of the processing</p>	<p>The processing is needed in order to ensure that the Contractor can effectively deliver the contract entitled <i>Characteristics of modern domestic fires and the implications for product performance testing</i></p> <p>The processing of names and business contact details of staff of both the Authority and the Contractor will be necessary to deliver the Services exchanged during the course of the Contract, and to undertake Contract and performance management.</p> <p>The processing of the contact details of stakeholders consulted will be necessary to fulfil the contract.</p> <p>The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p>
<p>Duration of the processing</p>	<p>The processing will take place for the duration of the contract.</p>
<p>Nature and purposes of the processing</p>	<p>The nature of processing of the Authority and Contractor details will include the storage and use of names and business contact details of staff of both the Authority and the Contractor as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p> <p>The processing of the contact details of stakeholders consulted will be necessary to fulfil the contract.</p>
<p>Type of Personal Data</p>	<p>Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business</p>

	<p>contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p> <p>Contact details of stakeholders consulted.</p>
<p>Categories of Data Subject</p>	<p>Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management.</p> <p>Stakeholders consulted.</p>
<p>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</p>	<p>The Contractor will provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Authority's privacy notice.</p>

GDPR Questionnaire

The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below.

Note: the Contracting Authority also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance with regards to compliance.

The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the needs of the GDPR Act due to the implications of a breach.

The Supplier shall complete and return the questionnaire to the contact named in the Contract on the following date(s) from the Commencement of the Contract.

Within 28 days of the Commencement of the Contract.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire at any time, shall be at the Suppliers cost to do so and will not be reimbursable.

**GDPR Assurance
Questionnaire May1****C6 Freedom of Information**

- C6-1** The Supplier acknowledges that the Contracting Authority and or UK SBS may be subject to the requirements of FOIA and EIR and shall assist and co-operate with the Contracting Authority and or UK SBS to enable them to comply with its obligations under FOIA and EIR.
- C6-2** The Supplier shall and shall procure that its employees, agents, sub-contractors and any other representatives shall provide all necessary assistance as reasonably requested by the Contracting Authority or UK SBS to enable the Contracting Authority or UK SBS to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.
- C6-3** The Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority shall be responsible for determining (in its absolute discretion) whether any information:

C6-3-1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;

C6-3-2 is to be disclosed in response to a Request for Information,

And in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

- C6-4** The Supplier acknowledges that the Contracting Authority and or UK SBS may be obliged under the FOIA or EIR to disclose information, in some cases even where that information is commercially sensitive:

C6-4-1 without consulting with the Supplier, or

C6-4-2 following consultation with the Supplier and having taken its views into account.

- C6-5** Where clause C6-4-2 applies the Contracting Authority and or UK SBS shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.
- C6-6** Where the Supplier organisation is subject to the requirements of the FOIA and EIR, C6-7 will supersede C6-2 – C6-5. Where the Supplier organisation is not subject to the requirements of the FOIA and EIR, C6-7 will not apply.
- C6-7** The Contracting Authority and UK SBS acknowledge that the Supplier may be subject to the requirements of the FOIA and EIR and shall assist and co-operate with the Supplier to enable them to comply with its obligations under the FOIA and EIR.

C7 General**C7-1 Entire Agreement**

C7-1-1 The Contract constitutes the entire agreement between the Contracting Authority and the Supplier in relation to the supply of the Services and the Contract supersedes any earlier agreements, arrangements and understandings relating to that subject matter.

C7-2 Liability

C7-2-1 Where the Contracting Authority is more than one person, the liability of each such person for their respective obligations and liabilities under the Contract shall be several and shall extend only to any loss or damage arising out of each such person's own breaches.

C7-2-2 Where the Contracting Authority is more than one person and more than one of such persons is liable for the same obligation or liability, liability for the total sum recoverable will be attributed to the relevant persons in proportion to the price payable by each of them under the Contract.

C7-3 Assignment and Subcontracting

C7-3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

C7-3-2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without prior written consent from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority.

C7-4 Further Assurance

C7-4-1 The Supplier will promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority do (or procure to be done) all such further acts and things, including the execution of all such other documents, as either the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including ensuring that all title in the Supplies is transferred absolutely to the Contracting Authority.

C7-5 Publicity

C7-5-1 The Supplier shall not make any press announcements or publicise this Contract in any way without prior written consent from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

C7-5-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to publicise this Contract in accordance with any legal obligation upon Contracting Authority or UK SBS,

including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

C7-5-3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of the Contracting Authority or UK SBS or bring the Contracting Authority or UK SBS into disrepute.

C7-6 Notices

C7-6-1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to:

C7-6-1-a In the case of the Contracting Authority: Department for Business, Energy and Industrial Strategy, Address: 1 Victoria Street, London, SW1H 0ET, Email rd.procurement@beis.gov.uk; Email: rd.procurement@beis.gov.uk (and a copy of such notice or communication shall be sent to UK SBS Research Procurement Team; Address: *Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF*; Email: research@uksbs.co.uk and the Chief Procurement Officer, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF;

C7-6-1-b In the case of the Supplier: the address, fax number and email address set out in the Order, or any other address, fax number or email address which that party may have specified to the other party in writing in accordance with this clause C7-6, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.

C7-6-2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause C7-6-1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail between the hours of 9.00am and 5.00pm on a Working Day, upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number), or if sent by fax or e-mail outside the hours of 9.00am and 5.00pm on a Working Day, at 9.00am on the next Working Day following successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number).

C7-6-3 This clause C7-6-3 shall only apply where UK SBS is not the Contracting Authority. In such cases, UK SBS may give or receive any notice under the Contract on behalf of the Contracting Authority and any notice given or received by UK SBS will be deemed to have been given or received by the Contracting Authority.

C7-7 Severance

C7-7-1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and

the validity and enforceability of the other provisions of the Contract shall not be affected.

C7-7-2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

C7-8 Waiver. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

C7-9 No Partnership, Employment or Agency. Nothing in the Contract creates any partnership or joint venture, nor any relationship of employment, between the Supplier and either the Contracting Authority or UK SBS. Nothing in the Contract creates any agency between the Supplier and either the Contracting Authority or UK SBS.

C7-10 Third Party Rights. A person who is not a party to this Contract shall not have any rights under or in connection with it, except that UK SBS and any member of the UK SBS, Associated Bodies or Authorised Entities that derives benefit under this Contract may directly enforce or rely on any terms of this Contract.

C7-11 Variation. Any variation to the Contract, including any changes to the Services, these Conditions, the Special Conditions or the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier.

C7-12 Governing Law and Jurisdiction.

C7-12-1 Subject to clause C7-12-2, the Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

C7-12-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be free to enforce its intellectual property rights in any jurisdiction.

C7-13 Modern Slavery Act 2015

C7-13-1 During the Term or any extension of the Contract, the Contracting Authority is committed to ensuring that its supply chain complies with the above Act.

C7-13-2 The Supplier shall provide a report covering the following but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Supplier and their supply chain associated with the Contract.

C7-13-2-a Impact assessments undertaken

C7-13-2-b Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised

C7-13-2-c Evidence of stakeholder engagement

C7-13-2-d Evidence of ongoing awareness training

C7-13-2-e Business-level grievance mechanisms in place to address modern slavery

C7-13-2-f Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

C7-13-3 The Contracting Authority or UK SBS when acting as an agent on behalf of the Contracting Authority reserves the sole right to audit any and all reports submitted by the Supplier to an extent as deemed necessary and the Supplier shall unreservedly assist the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in doing so.

Note: the Contracting Authority also reserves the right to amend or increase the frequency of reporting, as it deems necessary to secure assurance in order to comply with the MSA.

The Contracting Authority requires such interim assurances to ensure that the Supplier is compliant and is monitoring its supply chain, so as to meet the requirements of the above Act.

The Supplier shall complete and return the report to the contact named in the Contract on the following date(s) from the Commencement of the Contract.

At the contract end date.

The Supplier agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.

C7-14 Changes In Costs Resulting from Changes to Government Legislation, Levies or Statutory Payments

The Contracting Authority will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, any increases in the Supplier's cost of providing the Services by reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or Introduction of or amendment to working time minimum wages). Subject always to open book access to the Supplier's records and always after a period of due diligence carried out by the Contracting Authority, relevant and proportionate to the value concerned.

C7-15 Taxation Obligations of the Supplier

C7-15-1 The relationship between the Contracting Authority, UK SBS and the Supplier will be that of "independent contractor" which means that the Supplier is not an employee, worker, agent or partner of the Contracting Authority or UK SBS and the Supplier will not give the impression that they are.

(1.) The Supplier in respect of consideration shall at all times comply with the Income tax Earnings and Pensions Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

(2.) Where Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

(3.) The Contracting Authority may, at any time during the term, completion extension or post termination of this contract, request (Supplier) to provide information which demonstrates how Supplier complies with its obligations under tax and National Insurance Clauses (1) and (2) above or why those clauses do not apply to it.

C7-15-2 As this is not an employment Contract the Supplier will be fully responsible for all their own tax including any national insurance contributions arising from carrying out the Services.

C7-15-3 A request under Clause (3) above may specify the information which Supplier shall provide and the period within which that information must be provided.

C7-15-4 In the case of a request mentioned in Clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the Contracting Authority terminating the contract.

C7-15-5 Any obligation by Supplier to comply with Clause (1) and (2) shall survive any extension, completion or termination and Supplier obligations to indemnify the Contracting Authority shall survive without limitation and until such time as any of these obligations are complied with.

C7-15-6 The Contracting Authority may supply any information, including which it receives under clause (3) to the commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

C7-15-7 If the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority has to pay any such tax under clauses (1) and (2) then the Supplier will pay back to the Contracting Authority or UK SBS in full, any money that the Contracting Authority or UK SBS has to pay, and they will also pay back the Contracting Authority or UK SBS for any fine or other punishment imposed on the Contracting Authority or UK SBS because the tax or national insurance was not paid by the Supplier.

OFFICIAL-SENSITIVE (COMMERCIAL)

Schedule 1 Special Conditions

Not applicable

Schedule 2 Pro forma purchase order form

The format of the Proforma Purchase Order will be as follows. Please note that the Purchase Order form will be submitted directly to your chosen email address on completion of the receipt of the signed contract and will contain the confirmed value of goods and services as well as the Purchase Order number that must be used for invoicing purposes.

Purchase Order #0

(Contracting Authority Logo)

Order	
Order Date	
Revision	0
Revision Date	
Payment Terms	As per terms and conditions

Supplier:

Tel:

Fax:

PLEASE QUOTE THE PURCHASE ORDER NUMBER ON ALL CORRESPONDENCE. INVOICES NOT QUOTING THE PO NUMBER WILL BE RETURNED UNPAID

For all purchase order queries, please contact
 PSPAdmin@uksbs.co.uk
 For all invoicing queries, please contact Finance@uksbs.co.uk

Ship to: Contracting authority ship to address

Invoice to: Contracting Authority Invoice Address

Line	Part Number/Description	Delivery Date	Quantity	UOM	Unit Price (GBP)	Tax	Net Amount (GBP)
1							

Total

Gross Total

Whenever a UK SBS Contract number is cited within the narrative description of the Purchase Order that Purchase Order is subject to the terms and conditions relating to that Contract. Otherwise, the Purchase Order is subject to the Terms and Conditions incorporated herein by reference. For a copy of the Terms and Conditions please see <http://www.uksbs.co.uk/SharedBusiness/Document/SBS-CO-001.mpeg>

Commercial In Confidence

UKSBS

Shared Business Services

VAT Registration Number GB 618 367 325

(Contracting Authority) - Polarix House, North Star Avenue
 Swindon, United Kingdom SN2 1EU

D4-2 The Contract price is payable according to the following schedule:-

To be agreed at inception meeting.

D4-3 All invoices should be sent to finance@services.uksbs.co.uk or Billingham (UKSBS Queensway House, West Precinct, Billingham, TS23 2NF). A copy of the invoice should also be sent to the Project Manager, [REDACTED]

OFFICIAL-SENSITIVE (COMMERCIAL)

For and on behalf of **BRE GLOBAL LTD.**
(The Supplier)

Signed

Name

Position

Date

22-1-19.....

For and on behalf of
(The Contracting Authority)

Signed

Name

Position

Date

25 January 2019.....

THIS IS THE LAST PAGE OF THESE TERMS & CONDITIONS

Appendix A Specification

1. Background

The Office for Product Safety and Standards ("The Office") was created in January 2018 by the Department for Business, Energy and Industrial Strategy (BEIS), and takes forward the work of the previous Regulatory Delivery directorate. Responsibilities of the Office include:

- Giving detailed advice on the interpretation of safety related regulations and sits on many standard making committees.
- Responding to incidents where the safety of a consumer product is called into question.
- Offering policy advice to HMG on product safety issues.
- Enforcement of a wide range of other product standards and regulations, including WEEE (Waste Electrical and Electronic Equipment), RoHS (Restriction of Hazardous Substances), Ivory and Conflict Mineral regulations.
- Support of businesses through an expanded "Primary Authority" scheme to act as a single point of information for a wide variety of regulations impacting business.
- The work of the former National Measurement Organisation is also within the Office, which brings a world class test and measurement capability.

This project is being recruited as part of the BEIS Office for Product Safety and Standards Strategic Research Programme (SRP), which was launched in March 2018. This programme provides high quality strategic science-based research to strengthen the evidence base for Safety and Standards policy development, delivery and enforcement, giving business the confidence to innovate and protecting consumers from unsafe products. The wide range of evidence-based research supported by the SRP helps to address critical questions relating to current product safety, and/or issues that might arise due to future market developments.

The domestic home in the UK has changed in recent decades, due both to their design, the materials used in their construction and the various new products that we place inside them. These changes have an impact on the physical properties of a domestic fire. As well as new materials, new sources of ignition in domestic dwellings such as e-cigarettes, batteries and space heaters, are also likely to have changed the characteristics of modern domestic fires. As the organisation with responsibility for consumer product safety, it is crucially important that the Office understand the types of fires that modern consumer products are likely to experience so that the regulations that govern their performance are adequate to protect the consumer. It will also be useful to understand what changes in product design might be possible to improve their safety in a modern domestic fire scenario.

2. Aims and Objectives of the Project

The aim of this project is to understand how changes in the composition of products in the modern home has changed the ignition sources and characteristics of modern domestic fires. The findings of this work will help to identify what changes to safety standards and product design would be worthwhile to protect against these new ignition sources and characteristics.

In order to, maximise acceptance of the findings, the work should be subject to stakeholder input and review.

The key objectives are to:

- (a) Review the impact on fire characteristics of the changes in the contents of the home, and in the design of homes.
- (b) Review the impact on product fire testing of new sources of ignition, such as e-cigarettes, batteries and space heaters.
- (c) Identify any follow-on practical work for product fire performance testing in order to make recommendations on the design of revised standards that are representative of modern fire scenarios.
- (d) Make suggestions as to how modern designs of consumer products can be amended to improve their safety in a modern domestic fire. Identify any follow-on practical work required in order to verify these suggestions.

3. Suggested Methodology

As the Office is responsible for consumer product safety, the focus of this work should be on the safety of consumer products. What is of particular interest is those consumer products where there may be a mismatch between the fire characteristics of modern products, and the assumptions used in the applicable fire test standards.

This project should provide a sound evidence base of this subject, with the key findings summarised in an Executive Summary. There is no requirement to write a Conclusion or Recommendations section of the report.

The Office can send a note of introduction to any stakeholders that the contractor wishes to consult, that will explain the nature of the project and the contractor's role in it. In particular, we can introduce the Contractor to our London Fire Brigade contact.

The Office can host the stakeholder meeting at its 1 Victoria St, London office, and will send out invitations on behalf of the contractor. To ensure a good choice of dates and rooms, it is suggested that the room is reserved at least 8 weeks in advance.

4. Deliverables

The contractor will undertake the following activities:

- a) Attend a formal Kick Off meeting at BEIS London office. A key output of this will be agreement on the detailed scope of work in alignment with this tender.
- b) Submission of an Inception report to finalise the scope, key issues to be investigated, and detailed programme of work in alignment with this tender.
- c) Undertake Desk analysis and 1:1 Consultations with key stakeholders to identify:
 - i. How changes in the contents of the home, and in the design of homes, might impact the assumptions used in the specification of product fire tests.
 - ii. How changes in the sources of ignition, such as e-cigarettes, batteries and space heaters, might impact the assumptions used in the specification of product fire tests.
 - iii. The details of any follow-on practical work for product fire performance testing that is required in order to make recommendations on the design of revised standards that are representative of modern fire scenarios.
 - iv. Suggestions as to how modern designs of consumer products can be amended to improve their safety in a modern domestic fire. Identify any follow-on practical work required in order to verify these suggestions.

- d) Hold a **Stakeholder meeting** at BEIS to gain additional insights, and as far as is possible, stakeholder buy-in to the findings of the report.
- e) Submission of a **Draft final report** to the BEIS. This report, indicatively 80-120 pages long, shall be of publishable quality. The aim is that this draft shall be reviewed by BEIS and returned to the contractor within 2 weeks of receipt.
- f) Create and deliver a **Presentation** about the project to BEIS staff at our London office.
- g) Submission of an **Accepted final report**, taking into account comments received on the draft final report, to the satisfaction of the BEIS Project Monitoring Officer.

Project Reporting

- A monthly progress report shall be submitted, that will form the basis of a monthly project meeting, by phone, with the Project Manager. A template will be provided for this report. Short mid-monthly email progress reports should be supplied, which should succinctly summarise recent and imminent work activity, and flag up any problems that might lead to delay.

5. Timetable

Week 1: Project Kick Off meeting

Week 3: Inception Report

Week 14: Stakeholder meeting

Week 22: Draft Final Report

Week 25: Final Presentation of findings at BEIS London office

Week 27: Final report

The above timeline is a suggested timeline only, tenderers are welcome to suggest alternatives that will enable the project to progress at a similar pace, meeting the final deadline.

Appendix B Bidders response

PROJ1.1 – Approach

The BRE Global proposed methodology and approach will address the following project objectives (*Note: This is a slightly modified version of the Client proposed objectives, following the answers received to the BRE Global clarification questions*):

- a) Review the impact on fire characteristics of the changes in the content of the home, and in the design of homes.
- b) Review the impact on product flammability fire testing of new sources of ignition, such as e-cigarettes batteries and space heaters.
- c) Identify any follow-on practical work for product flammability fire performance testing in order to make recommendations on the design of revised standards that are representative of modern fire scenarios.
- d) Make suggestions as to how modern designs of consumer products can be amended to improve their safety in a modern domestic fire. Identify any practical follow-on work required in order to verify these suggestions.

Proposed methodology and approach

Our proposed methodology and approach to achieving the objectives and delivering the outputs highlighted in the specification is summarised as follows.

Task 2 incorporates the majority of the proposed methodology. The research will be generally based on a desk-based review addressing objectives a) to d) with the remaining tasks covering client, staff and stakeholder meetings and reporting. The project culminates in the production of a publishable final report and delivering a presentation about the project to BEIS staff. We have also considered and proposed suggested sources of dissemination of emerging and final findings, although this is not part of the proposed work programme.

The BRE Global proposed methodology will be used to deliver the following outputs highlighted in the specification, namely: Task 1 - Inception; Task 2 - Desk analysis and 1:1 Consultations; Task 3 - Final report; Task 4 - Create and deliver a presentation; Task 5 - Meetings.

Task 1 - Inception

The project will commence with a formal kick off meeting with the BEIS/Office for Product Safety and Standards and representatives of the BRE Global project team. The half day meeting will take place at BEIS offices in London. This meeting will discuss and agree the finalised scope of work, the key issues to be investigated and the detailed programme of work. These will be formalised in an inception report. In addition, the communication and format of reports/templates will be agreed at the meeting.

Task 2 - Desk analysis and 1:1 Consultations

The BRE Global general methodology for this task will be based on an extensive review of relevant published literature, fire statistics, real fire incidents, consumer product recall listings and relevant fire tests to examine the flammability of consumer products. It will also involve widespread consultation with relevant stakeholders via meetings and 1:1 stakeholder consultation will also be carried out mainly using questionnaires, email and telephone contact. More detail on the proposed technical methodology is as follows:

General literature review

A general review of published literature review to define the project landscape will be conducted. This literature review will use sources such as the Journal of Fire Risk Management, Science Direct, British Library catalogue, international conference proceedings and relevant BRE and other publications. The literature review will assist in meeting project objectives a) and b) by informing expected fire characteristics of the changes in the content of the home, and identifying new sources and propensity of ignition sources such as e-cigarettes, batteries, space heaters, etc.

Review of UK fire statistics

A review and analysis of UK Fire Statistics will be conducted. BRE Global will examine the Home Office IRS fire statistics on domestic fires covering the period 2009 to 2018 (10 years). In order to detect emerging trends, it would be necessary to work with more detailed data than is currently in the public domain, i.e. spreadsheets on Home Office website. For example, an unusual ignition source (e.g. e-cigarettes) would probably be classed as "other", with a further text field being available to define this in more detail. If the item ignited is an appliance (e.g. washing machine, fridge freezer, television, etc.) there would be information regarding make and model, assuming this could be determined during the fire investigation. As well as examining sources of ignition, item ignited, and material involved, the statistics survey would also cover the consequences of fire, e.g. fatalities, injuries, and extent of fire and smoke damage. In order to access this more detailed data it would need to be requested from the Home Office Fire Statistics team.

The review of UK Fire Statistics will assist in meeting project objectives a) and b). Scottish Fire and Rescue Service and London Fire Brigade could be approached to provide additional detailed data from their databases, Fire Reports and Case Studies to provide background data from real fires for this project.

Review of real fire incidents

A review of real fire incident data collected as part of the ongoing MHCLG investigation of real fires project will be carried out. Existing evidence from BRE Global fire investigations in the form of reports covering a 10 year period will be interrogated to select information about real fires where consumer products, if they are specifically mentioned, have been involved in domestic fires (either as an ignition source or subsequently involved in the domestic fire scenario). The BRE Global fire investigation work involves monitoring a selection of actual fires, collecting information on important fires from relevant Fire and Rescue Service investigators, and site visits by BRE Fire Investigators.

In order to use and analyse data and information gathered as part of the investigation of Real Fires project permission would be needed from MHCLG Technical Policy Division. The review of real fire incidents will assist in meeting project objectives a) and b).

Review of fire load density in dwellings

BRE Global will carry out a literature review of available fire load survey data. Much of the literature is very dated though there has been some relatively recent work on commercial premises [REDACTED] Fire loads in commercial premises, Fire and Materials, 2009). The survey estimated fire load by a combination of direct (weighing) and indirect (volume x density) methods, an approach that could also be used for domestic fire loads. Hoarding is an issue increasingly raised by fire-fighters with regard to domestic fires and an estimate of the proportion of homes that this affects would be required. The International OCD Foundation website has some images to assess severity

of hoarding/clutter on a 1-9 scale. The review of fire load density in dwellings will assist in meeting project objective a) to inform changes to the fire characteristics in the modern home which would need to include a sensitivity analysis around the impact of hoarding. However, there is a project risk that there may be insufficient existing survey data in an appropriate form.

Review of flammability fire tests of consumer products

BRE Global will carry out a literature review of flammability fire tests for consumer products such as bedding and mattresses, furniture, clothing, etc. (e.g. BS 5852, BS EN ISO 15025, BS 7175 and BS EN 1021). The review of real fire incidents will assist in meeting project objective b) and c) to set the context of assumed ignition sources in existing flammability fire tests. Their relevance in terms of potential new sources of ignition identified in the literature review, in addition to informing any follow-on practical work to improve flammability fire testing with respect to relevant new sources of ignition.

Review of product recalls

A review of recent product recalls will provide a snapshot of the types of consumer products and materials that are impacting on fires in dwellings. It is proposed that all relevant and available cases of product recalls in the public domain will be reviewed which shall include product recall information on the websites such as HM Government, UK Association of Fire Investigators, Electrical Safety First, The Association of Manufacturers of Domestic Appliances, UK Whitegoods. This review will assist in meeting project objectives b) and c) to highlight the impact of any new ignition sources identified, and to inform practical follow-on work to potentially revise flammability fire test standards.

Stakeholder engagement

BRE Global will carry out widespread consultation with stakeholders via stakeholder meetings, questionnaires, email and telephone contact, and selected face-to-face meetings. BRE Global has an extensive network of contacts within the wider fire safety industry and will call upon these to facilitate this project. To assist in meeting project objective c) and d), BRE Global will primarily rely on specialist advice from stakeholders on consumer product design to identify follow-on practical work for product flammability fire performance testing and how modern designs of consumer products can be amended to improve their safety in a modern domestic fire.

BRE Global expertise on reaction to fire testing

BRE Global's expertise has developed over many years and is underpinned by our experience of fundamental research and our depth of understanding of reaction to fire tests. BRE Global is internationally recognised and respected for authoritative and independent research in the field of reaction to fire testing. BRE Global's expertise is supported by comprehensive test facilities. Our commercial testing activities and interactions across BRE provide us with a clear understanding of changing materials, products, construction systems and the market place. This background will assist in meeting project objectives a), c) and d) to offer support on the potential impact of new materials and emerging new technologies, and the development of product and flammability fire tests.

Task 3 - Final report

A draft final report will be produced and delivered to the Client for comment. This report will contain details of the aims and objectives of the project, the work undertaken to meet those objectives and the findings. BRE Global notes that there is no need for the report to contain

a conclusions or recommendations section and that there should be an executive summary containing key findings. BRE Global also notes that the final report is intended to be published and it is specified to be 80 to 120 pages long.

A final report will be delivered taking into account the BEIS/Office for Product Safety and Standards comments received.

Task 4 - Create and deliver a presentation

Following the receipt of comments on the draft final report, a PowerPoint presentation covering the project and its findings will be prepared and delivered by BRE Global to BEIS staff. The presentation will take place at the BEIS offices in London.

Task 5 - Meetings

Task 5.1 – Stakeholder Meetings

A representative Stakeholder Group will be established as soon as practicable by BEIS/Office for Product Safety and Standards. This will be discussed at the formal kick-off meeting.

From our experience with Government Project Stakeholder Groups, BRE Global recommends that there will be two Stakeholder Group meetings. These will be organised and hosted by BEIS Office for Product and Safety Standards in London. The first meeting of the Stakeholder Group will be in the early stages of the project to present the finalised scope and secure early engagement and input to the project. BRE Global recommends an additional, second Steering Group meeting to present and discuss the findings of the project with the Stakeholders. BRE Global anticipates that up to three BRE Global staff would be present at each Stakeholder Group meeting and that each meeting would be a half day in duration.

Based on our understanding of the requirements and our expertise, BRE Global proposes that the Group would be made up of key stakeholders, which in addition to representatives of BEIS Office for Product and Safety Standards and BRE Global would include the following organisations, subject to the agreement of BEIS Office for Product and Safety Standards:

- Other Government representatives e.g. MHCLG, Home Office, Scottish Government, Welsh Government
- Representatives from Fire and Rescue Services
 - Scottish Fire and Rescue Service
 - London Fire Brigade
 - National Fire Chiefs Council
 - Fire Brigades Union
- UK Association of Fire Investigators
- University of Edinburgh, BRE Centre for Fire Safety Engineering
- Association of Manufacturers of Domestic Appliances
- British Standards Institution
- Electrical Safety First
- Electrical Contractors' Association
- Gas Safety Trust
- Trading Standards via Chartered Trading Standards Institute
- Which? Magazine
- RoSPA, Royal Society for the Prevention of Accidents
- Domestic insurance provider

Task 5.2 – Project reporting

The BRE Global project manager will hold a monthly project meeting by phone at a mutually agreed date and time with the BEIS Office for Product and Safety Standards project manager. In preparation for these telephone meetings, BRE Global will e-mail a monthly progress report on a BEIS supplied template (content to be advised) in advance. In addition, BRE Global will supply a short mid-monthly progress e-mail summarising recent and imminent work activity and to flag up any problems or delays.

Methodological risks

We have identified the following methodology risks:

No provision of fire statistics

There is a risk that the Home Office will not provide the more detailed fire statistics data for BRE analysis. BRE Global has used fire statistics in numerous projects over many years and has an excellent working relationship with the Home Office Fire Statistics team. From our experience, permission is likely to be granted, as this work is on behalf of another government department; however, the process can take some weeks. (Note that BRE Global is a member of the Home Office Fire and Rescue Statistics Users Group).

Unable to use real fires project information

There is a risk that MHCLG might not give permission for this project to use the real fire project information. From our previous experience we do not envisage this to be a problem, as this work is on behalf of another government department.

Inability to engage with stakeholders

There is a risk that there could be an inability to engage with stakeholders. BRE Global staff have good experience of successfully engaging and forming good working relationships with project stakeholders, whether it be with groups through formal meetings, or individuals by email, telephone and in person.

Problems with obtaining domestic fire load survey information

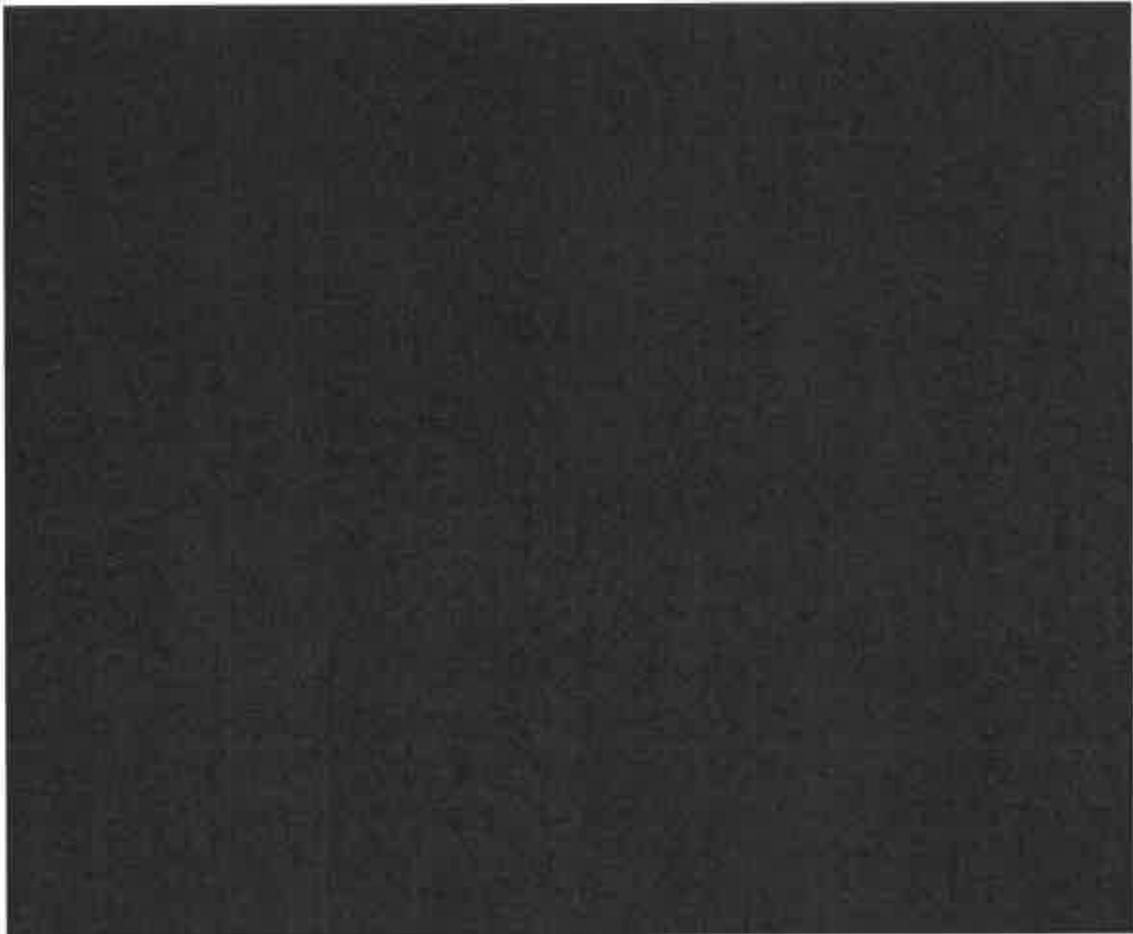
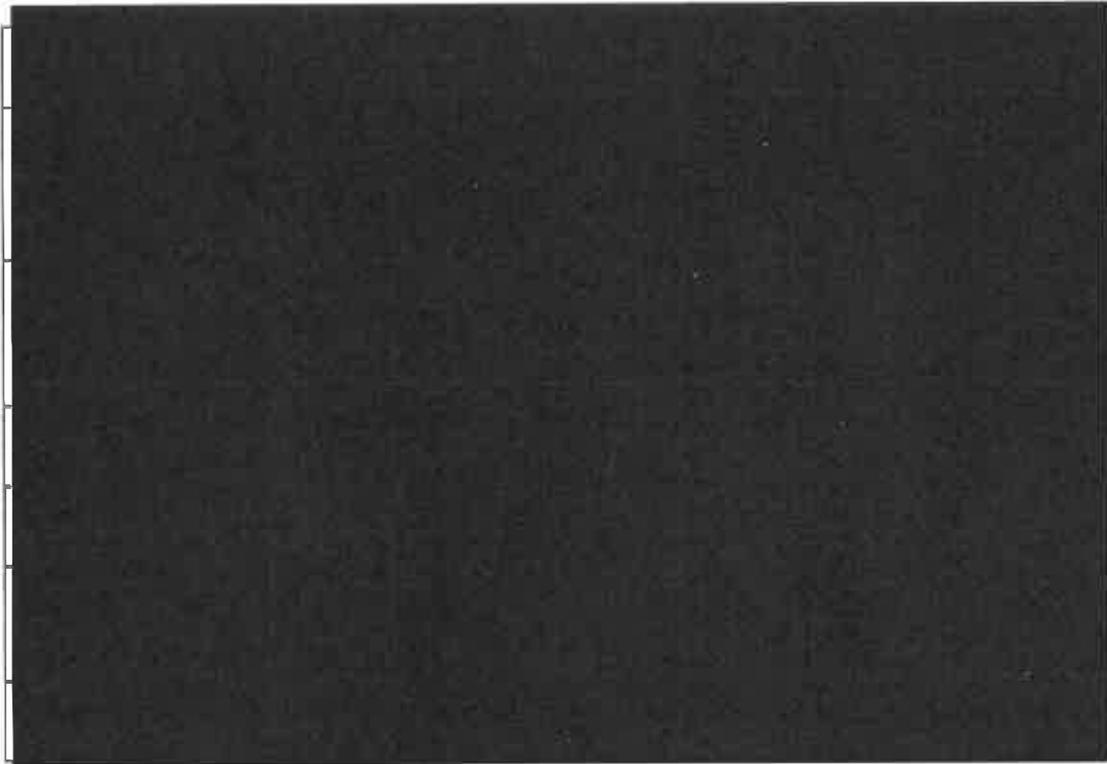
Various methods have been considered. Visits to domestic premises to do practical fuel load surveys have been discounted; these are not desk-based, are intrusive and there may be difficulties in gaining access inside people's homes. The addition of a specific question to the English House Condition Survey was also considered but if this could be achieved, this was unlikely to collect any meaningful data during this six-month project period. Instead, it is proposed to carry out a review of the published literature of fire load surveys; however, it is recognised that there may be insufficient existing survey data in an appropriate form.

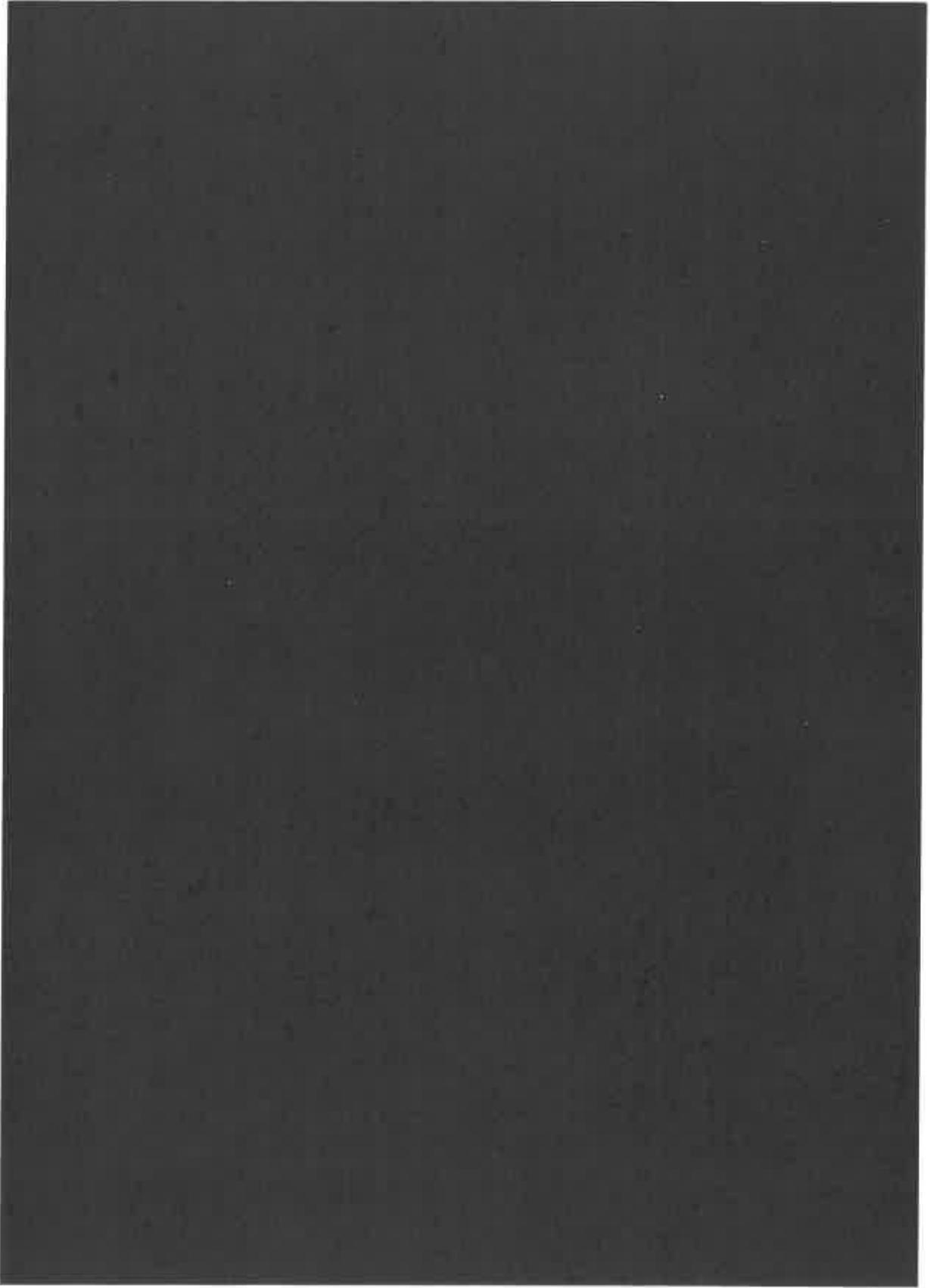
Dissemination (not included in this proposal)

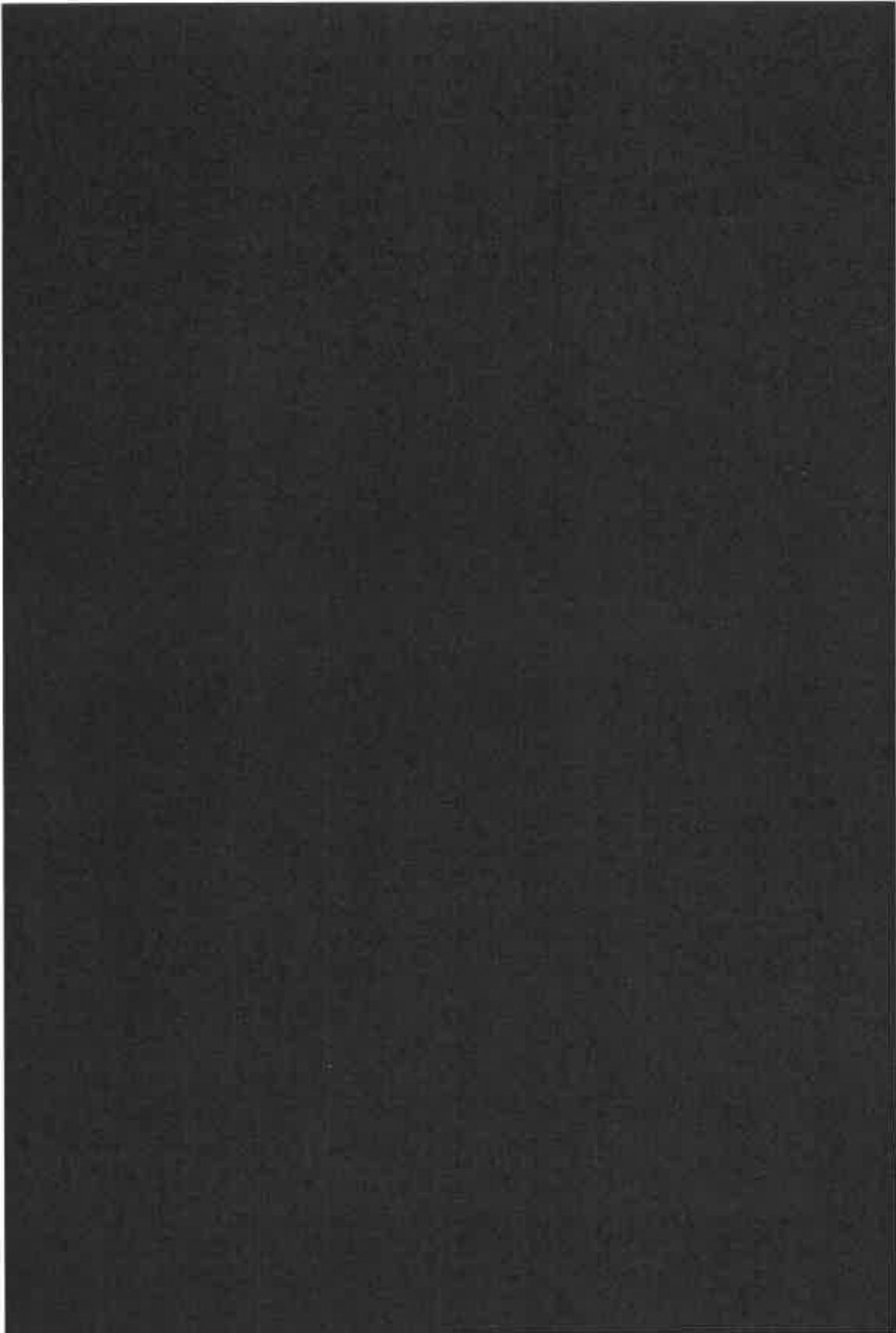
BRE Global could work with BEIS to disseminate emerging and final findings to stimulate policy debate. Based on BRE Global's successful experience from other research projects, we propose the following initial suggestions:

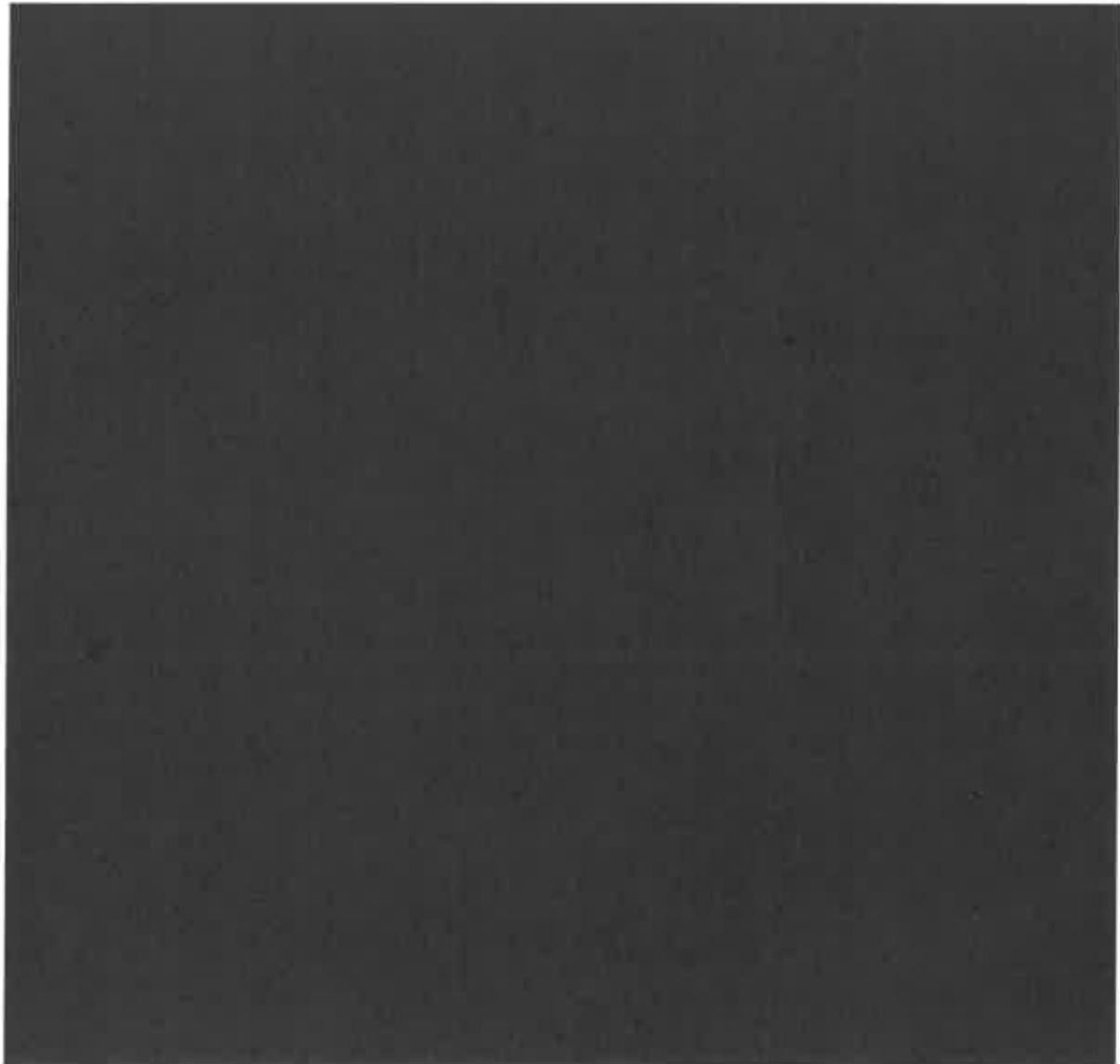
- **BEIS/Office for Product Safety and Standards could publish the Final report on the Government website. With BEIS permission, BRE Global could also publish the final report on the BRE website.**
- **BEIS/Office for Product Safety and Standards or BRE Global could host a dissemination event(s)/workshop(s) dedicated to this project for Interested parties. At this event, BEIS staff could present the Client view of the project/introduction and background, BRE Global staff could present the project findings, followed by a question and answer session.**
- **BRE Global staff could deliver presentations at various suitable conferences e.g. the annual BRE Fire Conference.**
- **BRE Global could prepare suitable articles for relevant Journals and magazines.**
- **BRE Global could generate a short video output concisely summarising the work to promote the research findings to fire professionals and the public.**
- **BRE Global could promote the findings using BRE's various e-newsletters for the Built Environment and for Fire to reach approximately 85,000 subscribers.**

PROJ1.2 – Staff to Deliver









PROJ1.3 – Understanding the Environment

BRE Global can provide the interface between purely desk-based consultancy and practical research, since we are active in many areas related to understanding the types of fires that modern consumer products are likely to experience, and how changes in product design might be possible to improve their safety in a modern domestic fire scenario. A selection of these are highlighted below. BRE Global also has a good understanding of the regulatory arena, with its involvement in many Standards committees, drafting of guidance documents etc.

The policy/programme area

Fire and Furnishing Regulations

Contract Number: CR18164

The Furniture and Furnishings (Fire) (Safety) Regulations 1988 set levels of fire resistance for domestic upholstered furniture, furnishings and other products containing upholstery. At the time, furniture was the cause of 7.5% of house fires and 35% of all deaths in fire.

The Schedules to the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (FFRs) include the following tests for upholstered furniture:

- Cigarette ignition test.
- Match ignition test.
- Ignitability of flaming sources.

These Regulations are widely acknowledged as having been very successful in significantly reducing the casualties in UK house fires started in upholstered furniture. Analysis suggests that over the period 2002 to 2007 the FFRs accounted for: 54 fewer deaths per year; 780 fewer non-fatal casualties per year; and 1,065 fewer fires each year¹.

General Product Safety Regulations 2005

The General Product Safety Regulations 2005 implements in the UK the General Product Safety Directive (2001/95/EC). Under the Regulations all products intended for, or likely to be used by, consumers under normal or reasonably foreseeable conditions must be safe¹¹. Although the Regulations set out safety in general terms, the interpretation and practical guidance to compliance can be found in standards. In the UK, these are British Standards. Trading Standards Services have the responsibility to stop unsafe products from entering the country, remove products already on the market, conduct random sampling, offer advice and assistance to business and investigate reports of unsafe products.

A recent spate of very serious incidents, including the fire at Grenfell Tower in 2017 resulting in 71 deaths, have been linked to faulty domestic appliances. These incidents have led to questions being asked about the UK's product safety regime.

The Government has initiated a series of reviews, including the Lynn Faulds Wood review in 2016, which made a number of recommendations. A Working Group on Product Recall and Safety has also published its report.

The Office for Product Safety and Standards (OPSS), created in January 2016, is responsible for general consumer product safety. OPSS needs to understand the types of fires that modern consumer products are likely to experience so that the regulations that govern their performance are adequate to protect the consumer.

UK Fire Statistics

The Home Office (HO) is the current custodian of the UK Fire Statistics (data processing and analysis for Scotland, Wales and Northern Ireland are devolved to the respective governments). In 2008/2009, the Incident Recording System (IRS) was introduced¹¹. This database contains 100% records of all incidents attended by the Fire and Rescue Services. The HO has placed some of the IRS data in downloadable spreadsheets on their website; one of these contains data on domestic fires. This database has fields for cause of ignition, item first ignited, material responsible for fire spread, all relevant in examining potential fire scenarios. However, these fields are recorded in fairly broad categories, which are amalgamations of more detailed information available in the full IRS database.

In order to detect emerging trends, it would probably be necessary to work with more detailed data. E.g. an unusual ignition source (such as e-cigarettes) would probably be classed as "other", with a further text field being available to define this in more detail. If the item ignited is an appliance, such as a washing machine, fridge freezer, television, etc. there would be information regarding make and model, assuming this could be determined during the fire investigation. BRE Global has used fire statistics in numerous projects over many years and has an excellent working relationship with the Home Office Fire Statistics team. Also, BRE Global is a member of the Home Office Fire and Rescue Statistics Users Group.

Real fire incident data

Contract Number: CR18164

BRE Global staff have carried out fire investigations in support of building regulations (and its precursors) on an adhoc basis since 1948, and as a dedicated team since 1974. The BRE fire investigation team usually considers the development of the fire and its interactions with building materials, components, systems and people. BRE Global has a unique capability in the UK (and worldwide) in the scientific post-cause investigation of fires. BRE Global's fire investigation work for MHCLG (and its predecessors) in its ongoing "Investigation of real fires" project^{iv} involves monitoring a selection of actual fires, collecting information on important fires from relevant FRS investigators, and site visits by BRE investigators. This may be augmented by laboratory experiments and computer modelling. Fire investigation gives BRE Global's fire investigators a deep understanding of the types of fire issues occurring in real fire incidents related to building design, enabling them to spot trends and identify recurring problems. This is relevant to the ongoing introduction of new materials, products and technologies, all of which can significantly affect fire safety.

Fire testing

BRE Global's expertise in fire testing, developed over many years, is underpinned by experience of fundamental research and depth of understanding of the key elements in the data produced by reaction to fire tests. BRE Global is internationally recognised and respected for authoritative and independent research in the field of reaction to fire testing. BRE Global staff sit on all major national and international standards committees, have been instrumental in the development of European reaction to fire test methods and provide support to Government and other groups in interpreting the potential implications to regulations, guidance and the commercial marketplace.

BRE Global's expertise is supported by comprehensive test facilities. Our commercial testing activities and interactions across the company provide BRE Global with a clear understanding of changing materials, products, construction systems and the market place. This background allows us to offer support in the provision of information on the potential impact of new materials and emerging new technologies.

Domestic fire scenarios

A research project currently in progress involving BRE Global with the Scottish Government and the Scottish Fire and Rescue Service is reviewing the data surrounding circumstances of fire fatalities and serious injuries. The work includes a detailed review of the data relating to ignition sources and an in-depth analysis of how the fire progressed.

Instrumented experimental fires

BRE Global regularly carries out instrumented experimental fires, including domestic scenarios. These provide data which describe how such fire scenarios develop. A well-documented example^v was an ODPM project where realistic fires, with and without sprinklers, were conducted in different room types (e.g. lounge, bedroom) using different fuel load arrangements and different primary ignition sources. These fires were instrumented to determine toxicity, temperature and visibility effects in the fire room and adjacent escape routes.

Fire toxicity

BRE Global has had a long involvement in studying fire toxicity and has developed the ISO TS 1970019 "Purser Furnace", a standardised test method for measuring toxic species production under varying ventilation conditions.

BRE has recently concluded a literature review, as part of an EU project exploring the case for regulation of smoke toxicity of construction products^{vi}; this review also covers basic concepts. Much research and standardisation work has already been done on the toxicity of combustion gases. Ways of testing toxicity and assessing the impact of toxic combustion

products from construction products are still the subject of expert analysis and discussion between research and standardisation experts, e.g. from the ISO committee TC92/SC3.

Future trends

Ageing population

It is estimated that by 2027, the UK population will reach 70 million people, of whom 19 million will be aged over 60, and 7.5 million aged over 75. The increasing focus on supporting people to stay within their home environment is giving rise to new fire risks within the home. These risks may be due to an increased likelihood of having fires in general, or specific to products associated with an aging (or obese) population.

For example, BRE Global has undertaken: a) a recent project looking at fire hazards associated with electrically-powered mobility scooters and b) a BRE Trust project^{vii} to identify the solutions being offered to provide fire protection in the home for the elderly and vulnerable and assess their appropriateness.

New consumer products

BRE Global relies on many strands of information to remain abreast of fire hazards posed by new consumer products. Many electronics products rely on rechargeable batteries, some of which (either the battery or the charger) have caused concerns. Two recent examples are laptop batteries, and e-cigarette chargers.

BRE Global's knowledge will be supplemented by that of the Stakeholder Group who will have a wide knowledge of future trends in the development of new consumer products.

Dwelling layouts

Future trends could include: ageing existing housing stock and refurbishment; multi-storey and open-plan designs, smaller size and more densely packed dwellings, modern methods of construction, increasing use of plastics and insulating materials. BRE is involved in projects that examine all of these issues; two examples are the English House Condition Survey conducted on behalf of MHCLG and the BRE Innovation Park.

Fire load density

Most fire load survey data reported in the literature is very dated, although there has been some relatively recent work on commercial premises. This survey^{viii} estimated fire load by a combination of direct (weighing) and indirect (volume x density) methods, an approach that could also be used for domestic fire loads.

Hoarding is an issue increasingly raised by fire-fighters with regards to domestic fires. The International OCD Foundation website has some images to assess the severity of hoarding/clutter on a 1-9 scale. BRE Global has recently carried out a demonstration fire test of a hoarding scenario for London Fire Brigade.

References

ⁱ A statistical report to investigate the effectiveness of the Furniture and Furnishings (Fire) (Safety) Regulations 1988, Greenstreet Berman Ltd, published by Department for Business, Innovation and Skills, London, December 2009.

ⁱⁱ L. Conway, Product Safety and Recall, House of Commons Library Briefing Paper, Number CBP08211, 17 May 2018.

iii Incident Recording System – Questions and Lists, Version 1.6 – (XML Schemas v1-0p), Department for Communities and Local Government, London, July 2012.

iv Investigation of real fires: Final report – BD 2651, published by Department of Communities and Local Government, 2011.

v C. Williams et al, The effectiveness of sprinklers in residential premises, BRE report 204505 for the Office of the Deputy Prime Minister, 2005.

vi T. Yates, Study to evaluate the need to regulate within the Framework of Regulation (EU) 305/2011 on the toxicity of smoke produced by construction products in fires, Final Report, October 2017.

vii N. Firkins and J. Fraser-Mitchell, Impact of home-based health and social care on fire safety strategies – New consumer products, BRE Trust Review Spring 2016.

viii E. Zalok, G. V. Hadjisophocleous and J. R. Mehaffey, Fire loads in commercial premises, Fire and Materials, 33: pp. 63–78, 2009.

PROJ1.4 – Project Plan and Timescale

Milestone and deliverables schedule

The Milestones and Deliverables for this project and their delivery dates are presented in the following table and assume that the project start date is 10 December 2018

Milestone*	Deliverable	Title	Delivery date
M1	D1	Project kick off meeting	17 December 2018
M2	D2	Inception report	7 January 2019
	D3	Progress report and phone meeting	7 January 2019
	D4	Short mid-month progress e-mail	15 January 2019
	D5	Progress report and phone meeting	4 February 2019
	D6	Short mid-month progress e-mail	15 February 2019
M3	D7	First Stakeholder meeting	18 February 2019***
	D8	Progress report and phone meeting	4 March 2019
	D9	Short mid-month progress e-mail	15 March 2019
	D10	Progress report and phone meeting	1 April 2019
	D11	Short mid-month progress e-mail	15 April 2019

M4	D12	Second Stakeholder meeting**	3 May 2019***
	D13	Progress report and phone meeting	7 May 2019
	D14	Short mid-month progress e-mail	15 May 2019
M5	D15	Draft Final report for comment	24 May 2019
	D16	Progress report and phone meeting	3 June 2019
M6	D17	Presentation of findings to BEIS	14 June 2019
	D18	Short mid-month progress e-mail	14 June 2019
M7	D19	Final report	26 June 2019
		Contract end	28 June 2019

* The Milestone payment schedule will be submitted on request prior to start up.

**This deliverable has been proposed by BRE Global Is in addition to those originally specified.

***BRE Global notes that it is recommended that 8 weeks is allowed for room reservations at BEIS.

Project plan

Task	Year 2018/2019												Financial Year 2019/2020											
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1 Inception									M1D1	M2D2														
2 Desk analysis and 1:1 consultation																								
3 Final report														M5D15	M7D18									
4 Presentations															M6D17									
5.1 Stakeholder meetings											M3D7			M4D12										
6.2 Reporting										D3D4	D5D6	D8D9	D10D11	D13D14	D16D18									

Demonstrate your tools and processes to mitigate risk in this project

BRE Global has prepared a Risk Register for this project but there is insufficient space to include it in this section as it runs to five pages. This identifies the initial risk, the likelihood, the impact, the rating (likelihood x impact), the risk manager and the mitigation/controls to reduce the risk, under four categories of technical, financial, management and stake holders relations. Depending on the rating and the category, starting with the lowest, the risk is not deemed material, managed within the project team, managed by the Project Manager, kept under close observation by Project Manager and Project Director and the BEIS Project Manager regularly updated. The full Risk Register can be supplied prior to the project start up.

All members of the BRE Global Project team are required to act immediately on the identification of project-related issues, by notifying the BRE Global Project Manager

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and the BRE Global Project Director. The BRE Global Project Manager and BRE Global Project Director will consider the issue and either decide that no action is necessary, or the issue can be addressed within the Project team, or the BEIS Project Manager needs to be advised. In all cases the issue and action taken will be logged by the BRE Global Project Manager and details included within reports to the BEIS Project Manager.

How BRE Global will ensure that the project will run to the timings provide in the project plan and how BRE Global would plan to deal with any slippage in a worst case scenario

The BRE Global Project Manager will have overall responsibility for ensuring that outputs are delivered on time and will remind staff of deliverable dates for reports in advance. The BRE Global Project Manager will communicate regularly with project team members and will hold regular project meetings and so will be aware of any issues that might impact on delivery of the project outputs.

The BRE Global Project Manager will communicate regularly with the BEIS Project Manager, monthly via a progress report and by telephone and mid monthly by e-mail. If any issues or problems arise that might cause slippage, the BRE Global Project Manager will alert the BRE Global Project Director and the BEIS Project Manager as soon as practicable so these can be discussed and addressed.

BRE Global believes that sufficient time has been built into Task 2 of the programme to allow for potential delays in receiving external data and information needed for parts of the review and for the stakeholder engagement. Also, if there are problems with the availability of BEIS meeting rooms, BRE Global can offer the potential use of meeting rooms at the Watford site instead.

