



UK Research
and Innovation

Goods & Services Contract (High Value)

**Ref: DDaT23047 - Procurement of an Event
Management system**



UK Research
and Innovation

Cvent Europe Ltd
5 New Street Square
London
EC4A 3TW

Date: 20th March 2024

Dear [REDACTED]

Award of contract for the supply of Event Management System

Following your tender/ proposal for the supply of Event Management System to Innovate UK Business Connect, we are pleased to award this contract to you.

This letter ("**Award Letter**") and its Schedule(s) set out the terms of the Contract between:

- (1) **UK Research and Innovation, Knowledge Transfer Network Ltd trading as Innovate UK Business Connect**, a company incorporated and registered in United Kingdom with whose registered office is at Suite 218 Business Design Centre, 52 Upper Street, Islington, London, N1 0QH ("**Innovate UK Business Connect**" or "Customer"); and
- (2) **Cvent Europe Ltd**, a company incorporated and registered in United Kingdom whose registered office is at 5 New Street Square, London, EC4A 3TW (the "**Supplier**").

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Schedule 1 to this Award Letter (the "**Conditions**"). Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by Innovate UK Business Connect and may delay conclusion of the Contract.

For the purposes of the Contract, Innovate UK Business Connect and the Supplier agree as follows:

Term

- 1 Commencement Date: **Monday 1st April 2024**
- 2 Expiry Date: **Tuesday 31st March 2026**
- 3 Innovate UK Business Connect may extend this Contract for a period of up to 12 Months by giving not less than 30-days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of this Contract shall apply throughout any such extended period.

Description of Goods and/or Services

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

Charges & Payment

- 5 The Charges for the Goods and/or Services shall be as set out in **Schedule 3**.

- 6 All invoices should be submitted by email, quoting a valid purchase order number (PO Number) provided by Innovate UK Business Connect, to: [REDACTED] and copy to [REDACTED]
- 7 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO item number (if applicable) and the details (name and telephone number) of your Innovate UK Business Connect contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable by email to [REDACTED]

Supplier's Liability

- 8 Pursuant to clause 20.4, the Supplier's Limit of Liability under this Contract shall be: 125% of the total Charges paid and payable to the Supplier under this Contract.

Insurances

- 9 The Supplier is not required to maintain the following insurance policies referred to in clause 19.1 of the Conditions:
- (a) Professional indemnity insurance

Notices

- 10 The address for notices of the Parties are:

Innovate UK Business Connect

Suite 218, Business Design Centre, 52 Upper Street, Islington, London, N1 0QH

Attention: [REDACTED]

Email: [REDACTED]

Supplier (Cvent Europe Ltd)

5 New Street Square, London, EC4A 3TW

Attention: [REDACTED]

Email: [REDACTED]

Liaison & Disputes

- 11 For general liaison your contact will continue to be Callum Bowdrey-Roberts, in their absence, contact [REDACTED]
- 12 Pursuant to Clause 32.3, Disputes shall be escalated to the following individuals:
- (b) Stage 1 escalation:

Innovate UK Business Connect: [REDACTED]

Supplier [REDACTED] and customer success manager, [REDACTED]

- (c) Stage 2 escalation:

Innovate UK Business Connect: [REDACTED]

Supplier: [REDACTED]

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to [REDACTED]. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of UKRI Innovate UK Business Connect (Customer)

Signature:



Name:

Position:

Head of Procurement

Date:

27/03/2024

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

Signed for and on behalf of Cvent Europe Ltd (Supplier)

Signature:



Name:

Position:

Account Manager

Date:

26/03/2024

Schedule 1 The Conditions**1 INTERPRETATION****1.1 Definitions.** In the Contract (as defined below), the following definitions apply:

Award Letter: means the letter from UKRI to the Supplier printed above these terms and conditions;

Change in Law: any change in Law which impacts on the performance of the Goods and/or Services which comes into force after the Commencement Date;

Charges: the charges payable by Innovate UK Business Connect for the supply of the Goods and/or Services as specified in Schedule 3;

Commencement Date: means the date for the start of the Contract as set out in the Award Letter;

Confidential Information: means:

- (a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;
- (b) any information or analysis derived from the Confidential Information;
- (c) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;
- (d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;
- (e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and
- (f) any copy of any of the information described in (a), (b), (c), (d), or (e) above, which shall be deemed to become Confidential Information when it is made. For the

purposes of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), (c), (d), or (e) above (howsoever made);

but not including any information which:

- (i) was in the possession of the Receiving Party without a breach of an obligation of confidentiality prior to its disclosure by the Disclosing Party;
- (ii) the Receiving Party obtained on a non-confidential basis from a third party who is not, to the Receiving Party's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party;
- (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality;
- (iv) was independently developed without access to the Confidential Information; or
- (v) relates to the Supplier's performance under this Contract or failure to pay any sub-contractor as required pursuant to clause 10.9;

Contract: means the contract between Innovate UK Business Connect and the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Schedules;

Cyber Essentials Questionnaire: Innovate UK Business Connect's questionnaire for suppliers regarding their cyber security arrangements, a copy of which is available from Innovate UK Business Connect on request;

Data Protection Legislation: means, for the periods in which they are in force, all laws giving effect or purporting to give effect to the GDPR, the Data Protection Act 2018, or otherwise relating to Data Protection, including the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the GDPR and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;

Declaration of Ineffectiveness: a declaration made by a Court under regulation 98 which has any of the consequences described in regulation 101 of the Public Contracts Regulations 2015 (as amended) or which is made under an equivalent provision implementing Directive 2014/23/EU in England, Wales & Northern Ireland and which has consequences which are similar to any of the consequences described in regulation 101 of the Public Contracts Regulations 2015 (as amended);

Deliver: means hand over of the Goods to Innovate UK Business Connect at the address(es) specified in the Specification (or otherwise agreed in writing by the Parties) and on the Delivery Date, which shall include unloading and any other specific arrangement agreed in accordance with clause 6. "Delivered", "Delivery" and "Deliveries" shall be construed accordingly;

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);

Delivery Date: the date for delivery of the Goods specified by Innovate UK Business Connect in writing and if no such date is specified, within 28 days of the date of Innovate UK Business Connect's written request;

Delivery Note: means a note produced by the Supplier accompanying each delivery of the Goods which shows the date of the order, the order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;

Disclosing Party: means a Party that makes a disclosure of Confidential Information to another Party;

Dispute: means any dispute, conflict or disagreement arising out of or in connection with this Contract;

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 (or if applicable the Environmental Information Regulations (Scotland) 2004) together with any guidance and/or codes of

practice issued by the Information Commissioner or relevant government department in relation to such regulations;

Expiry Date: means the date for expiry of the Contract as set out in the Award Letter;

FOIA: the Freedom of Information Act 2000 (or if applicable the Freedom of Information (Scotland) Act 2002) 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;

Force Majeure Event: shall be limited to one or more of the following events: hurricanes, tempest, acts of state or public enemy, wars, revolutions, uprisings, hostilities, civil disturbances, riots, civil war, insurrection and invasion. For the avoidance of doubt, strikes, lockouts and shutdowns of a Party (or of any person engaged by any of them) shall not be a force majeure event for that Party;

GDPR: means:

- (a) the General Data Protection Regulations (Regulation (EU) 2016/679) which came into force on 25 May 2018; or
- (b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);

General Change in Law: a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to the supply of goods and/or services to another customer of the Supplier that are the same or similar to any of the Goods and/or Services;

Good Industry Practice: means all relevant practices and professional standards that would be expected of a well-managed, expert service provider performing services substantially similar to the Services or supplies substantially similar to the Goods to customers of a substantially similar size and nature to Innovate UK Business Connect;

Goods: means the goods to be supplied by the Supplier to Innovate UK Business Connect, under the Contract as set out in the Specification;

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

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights (including moral 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;

Key Personnel: means any persons specified as such in **Error! Reference source not found.** or otherwise notified as such by Innovate UK Business Connect to the Supplier in writing;

Law: means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972 and section 4 of the European Union (Withdrawal Act 2018, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, with which UKRI and the Supplier (as the context requires) is bound to comply;

Limit of Liability: means the Supplier's limit of liability identified in the Award Letter;

Notifiable Breach: has the meaning set out at clause 8.3;

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

Personal Data: has the meaning given to this term by the Data Protection Legislation;

Personal Data Breach: shall have the same meaning as in the Data Protection Legislation;

PO Number: means Innovate UK Business Connect's unique number relating to the supply of the Goods and/or Services;

Protected Information: means: (i) Social Security number; (ii) passport numbers or other government-issued identification numbers; (iii) health or medical information (other than dietary preferences or medical contact information); (iv) date of birth, (v) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account other than payment information entered using Cvent's online payments module; or (vi) other information that a reasonable person would recognize as being highly sensitive (but excluding, for avoidance of doubt, contact information such as name, title, company name, mailing address, email address, and phone number).

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;

Public Procurement Termination Event: Innovate UK Business Connect exercises its right to terminate the Contract in one or more of the circumstances described in either regulation 73(1) of the Public Contracts Regulations 2015 (as amended from time to time), or equivalent provisions implementing Directive 2014/23/EU in England, Wales & Northern Ireland (as amended from time to time);

Receiving Party: means a Party to which a disclosure of Confidential Information is made by another Party;

Remediation Plan: means a report identifying:

- (a) the nature of the Notifiable Breach described at clause 8.3, its cause and its anticipated duration and impact on the Contract; and
- (b) the procedures and resources the Supplier proposes to apply to overcome and rectify the Notifiable Breach and to ensure the impact of the Notifiable Breach is minimised and future performance of the Contract is not adversely affected;

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

Services: the services, including without limitation any Deliverables, to be provided by the Supplier to Innovate UK Business Connect under the Contract as set out in the Specification;

SME: as defined by EU recommendation 2003/361/EC;

Specification: the description of the Goods and / or Services to be provided under this Contract as set out in Schedule 2;

Specific Change in Law: a Change in Law that relates specifically to the business of Innovate UK Business Connect and which would not affect the supply of goods and/or services to another customer of the Supplier that are the same or similar to any of the Goods and/or Services;

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 Goods and or Services for or on behalf of the Supplier;

Supplier Dispute: means any disputes, claims, litigation, mediation or arbitration whether threatened or pending in relation to any incident involving the Supplier's, or another party's, provision of the Goods and/or Services;

Staff: means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;

Staff Vetting Procedures: means vetting procedures that accord with good industry practice or, where requested by Innovate UK Business Connect, Innovate UK Business Connect's procedures for the vetting of personnel as provided to the Supplier from time to time;

Term: means the period from the Commencement Date to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;

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

Working Day: a day (other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 and 31 December) when banks in London are open for business.

1.2 In this Contract, unless the context requires otherwise, the following rules apply:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to any Law is a reference to Law as amended or re-enacted. A reference to a Law includes any subordinate legislation made under that Law, as amended or re-enacted.

- (d) 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.
- (e) The headings in the Contract are for ease of reference only and do not affect the interpretation or construction of the Contract.
- (f) A reference to writing or written includes e-mails.
- (g) A reference to numbered clauses are references to the relevant clause in this Contract.
- (h) Any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done.

2 BASIS OF CONTRACT

- 2.1 The Contract comprises of the Award Letter and its Schedules, 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, invoice, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.
- 2.2 If there is any conflict or inconsistency between the Award Letter and its Schedules, the provisions of the Award Letter will prevail followed by the Conditions in this Schedule 1 to the extent necessary to resolve that conflict or inconsistency.

3 TERM

- 3.1 This Contract shall take effect on the Commencement Date and shall expire on the Expiry Date, unless it is otherwise extended or terminated in accordance with the terms and conditions of this Contract.

4 SUPPLY OF SERVICES

- 4.1 In consideration of Innovate UK Business Connect's agreement to pay the Charges, the Supplier shall for the Term provide the Services to Innovate UK Business Connect in accordance with the terms of this Contract.

- 4.2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Specification or notified to the Supplier by Innovate UK Business Connect.
- 4.3 In providing the Services, the Supplier shall:
- (a) co-operate with Innovate UK Business Connect in all matters relating to the Services, and comply with all instructions of Innovate UK Business Connect using reasonable endeavours to promote Innovate UK Business Connect's interests;
 - (b) perform the Services with reasonable skill, care and diligence in accordance with Good Industry Practice in the Supplier's industry, profession or trade;
 - (c) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - (d) ensure that the Services and Deliverables will conform with the Specifications and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Innovate UK Business Connect;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (f) use goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Innovate UK Business Connect are of a quality in line with Good Industry Practice and are free from defects in workmanship, installation and design;
 - (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
 - (h) not do or allow anything to be done that would, or would be likely to, bring Innovate UK Business Connect into disrepute or adversely affect its reputation in any way;
 - (i) observe all health and safety rules and regulations and any other security requirements that apply at any of Innovate UK Business Connect's premises; and
 - (j) not do or omit to do anything which may cause Innovate UK Business Connect to lose any licence, authority, consent or permission on which it relies for the purposes

of conducting its business, and the Supplier acknowledges that Innovate UK Business Connect may rely or act on the Services.

4.4 Not used

- 4.5 **No Protected Information.** Customer acknowledges and agrees that use of the Services does not require Customer to provide any Protected Information to or through the SaaS Solutions and Cvent shall have no liability to Customer or its representatives, users or any other party related to any Protected Information. Customer shall not (and shall ensure that its representatives and users do not) upload, provide or submit any Protected Information to the SaaS Solutions. Cvent may upon notice suspend all or portion of the Customer's access to the SaaS solutions if Cvent has a good faith belief that Customer or its users has breached the restrictions in this Section.

5 SUPPLY OF GOODS - NOT USED

6 DELIVERY – NOT USED

7 TITLE, RISK AND USE - NOT USED

8 REMEDIES

- 8.1 Innovate UK Business Connect's rights and remedies under the Contract are in addition to its rights and remedies implied by statute and common law.
- 8.2 Where (i) the Supplier fails to Deliver the Goods or part of the Goods including any instalment(s) or (ii) the Goods or part of the Goods do not comply with the provisions of clause 5 then without limiting any of its other rights or remedies in this Contract or implied by statute or common law, Innovate UK Business Connect shall be entitled to:
- (a) terminate the Contract in whole or in part without liability to the Supplier;
 - (b) accept late delivery of the Goods;
 - (c) require the Supplier, free of charge, to deliver substitute Goods within the timescales specified by Innovate UK Business Connect;
 - (d) require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

- (e) reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and Innovate UK Business Connect shall be entitled to a full refund on those Goods or part of Goods duly returned;
- (f) buy the same or similar goods from another supplier; and
- (g) recover any expenses incurred in respect of buying the Goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

8.3 Without prejudice to any of its other rights or remedies in this Contract or implied by statute or common law, in the event that:

- (a) Innovate UK Business Connect considers the Supplier is in breach of, or is likely to breach, clause 4.2 and the breach is capable of remedy; or
- (b) the Supplier commits a breach of clause 4.3 which is capable of remedy,

(each a "**Notifiable Breach**"), the Supplier must as soon as practicable but in any event within 5 Working Days (or as otherwise agreed by Innovate UK Business Connect) of being notified by Innovate UK Business Connect of the Notifiable Breach, submit a draft Remediation Plan to UKRI for approval. Innovate UK Business Connect may, acting reasonably, consider the draft Remediation Plan as inadequate to rectify the Notifiable Breach and reject the draft, in which case the Supplier shall submit a revised Remediation Plan to Innovate UK Business Connect for review within 3 Working Days (or as otherwise agreed by Innovate UK Business Connect) of Innovate UK Business Connect's notice rejecting the draft. Once the Remediation Plan is approved, the Supplier shall immediately start work on the actions set out in the approved Remediation Plan.

8.4 Where the Supplier fails to provide a Remediation Plan in accordance with the timescales specified in clause 8.3 or fails to comply with any approved Rectification Plan, Innovate UK Business Connect shall be entitled to:

- (a) terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) recover from the Supplier any costs incurred by Innovate UK Business Connect in performing the Services itself or obtaining substitute services from a third party;
- (c) a refund of the Charges paid in advance for Services that have not been provided by the Supplier; and
- (d) claim damages, not exceeding the limits agreed under clause 20.4, for any additional costs, loss or expenses incurred by Innovate UK Business Connect which

are in any way attributable to the Notifiable Breach and the Supplier's failure as described in this clause 8.4.

- 8.5 This Contract shall apply to any repaired or replacement Goods and any substituted or remedial Services provided by the Supplier.

9 INNOVATE UK BUSINESS CONNECT'S OBLIGATIONS

- 9.1 Innovate UK Business Connect shall:

- (a) provide the Supplier with reasonable access at reasonable times to Innovate UK Business Connect's premises for the purpose of providing the Goods and/or Services; and
- (b) provide such information to the Supplier as the Supplier may reasonably request and Innovate UK Business Connect considers reasonably necessary for the purpose of providing the Goods and/or Services.

9.2 Acceptable Use. Customer acknowledges that Cvent provides a configurable SaaS Solution to Customer, and Cvent does not monitor or police the content of communications or Customer Data transmitted through the SaaS Solutions. Customer further acknowledges that Cvent is not responsible for the content of these communications or transmissions. Customer will use the SaaS Solution exclusively for authorized and legal purposes only, consistent with all applicable laws and regulations, the Agreement and, unless Customer uploads its own privacy policy on the SaaS Solution, Cvent's Privacy Policy.

9.3 Restrictions. Customer will not and will take reasonable steps to ensure that its authorized users do not:

- i. license, sublicense, sell, resell, transfer, rent, lease, assign (except as provided in Section 14.6 (Assignment)), distribute, disclose or otherwise commercially exploit or make available to any third party the Products or Services;
- ii. copy, record, extract, scrape, modify or make derivative works based upon the Products or Services;
- iii. "frame" or "mirror" the Products or Services on any other server or device;
- iv. access the Products or Services for any benchmarking or competitive purposes or use the Products or Services for application service provider, timesharing or service bureau purposes, or any purpose other than its own internal use;
- v. decompile, disassemble, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Products or Services;
- vi. remove, obscure or modify a copyright or other proprietary rights notice in the Products or Services;
- vii. use the Product or Service to send or store infringing, obscene, threatening, libelous or otherwise unlawful material, including material that violates third-party privacy rights;
- viii. use the Product or Service to create, use, send, store or run material containing software viruses, worms, Trojan horses or otherwise engage in any malicious act or disrupt the security, integrity or operation of the Products or Services;
- ix. attempt to gain or permit unauthorized access to the Products or Services or related systems or networks, including conducting penetration testing, denial of service attacks or engaging in similar efforts;

- x. use the Products or Services other than in compliance with all applicable laws and regulations;
- xi. use the Products or Services in a manner or for a purpose that infringes, misappropriates or otherwise violates the intellectual property rights of a third party; or
- xii. knowingly permit or assist any other party to do any of the foregoing.

9.4 Additional terms for the subscription or use of a specific Service are in the applicable exhibits (each a "Product Exhibit") available at www.cvent.com/en/product-exhibits. Each Product Exhibit is only applicable to the Service identified on that Product Exhibit.

9.5 Changes and Environment: Access to a SaaS Solution is limited to the version in Cvent's production environment, accessed via the Internet by use of a Cvent-approved and Customer-provided browser. Cvent regularly updates the SaaS Solutions and reserves the right to add and/or substitute functionally equivalent products or features in the event of product unavailability, end-of-life, or changes to software requirements. SaaS Solutions will be hosted on a server that is maintained by Cvent or its designated third-party supplier or data center. Customer is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Solutions, including but not limited to Internet access and adequate bandwidth.

10 CHARGES AND PAYMENT

- 10.1 The Charges for the Goods and/or Services are set out in Schedule 3, and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or Services. Unless otherwise agreed in writing by Innovate UK Business Connect, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the provision of the Goods and/or performance of the Services.
- 10.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate where applicable. Innovate UK Business Connect shall, where applicable and following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods and/or Services.
- 10.3 The Supplier shall invoice Innovate UK Business Connect at the times specified in Schedule 3 and in accordance with this clause 10. If an invoicing schedule is not specified in Schedule 3, the Supplier shall invoice Innovate UK Business Connect on or after the Delivery of the Goods or completion of the Services.
- 10.4 Each invoice shall include such supporting information required by Innovate UK Business Connect to verify the accuracy of the invoice, including the relevant PO Number and a breakdown of the Goods and/or Services supplied in the invoice period as well as appropriate details in order to allow for payment via BACS transfer (sort code and bank account details).

- 10.5 In consideration of the supply of the Goods and/or Services by the Supplier, Innovate UK Business Connect shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice after verifying that the invoice is valid and undisputed. Payment shall be made to the bank account nominated in writing by the Supplier unless Innovate UK Business Connect agrees in writing to another payment method.
- 10.6 If Innovate UK Business Connect fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 10.5 after a reasonable time has passed (which shall be no less than 14 calendar days).
- 10.7 If there is a dispute between the Parties as to the amount invoiced, Innovate UK Business Connect may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate this Contract for a failure to pay undisputed invoice in accordance with clause 21.5. Any disputed invoices shall be resolved through the dispute resolution procedure detailed in Clause 32.
- 10.8 If a payment of an undisputed invoice is not made by Innovate UK Business Connect by the due date, then Innovate UK Business Connect shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.9 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- (a) provisions having the same effects as clauses 10.3 to 10.8 of this Contract; and
 - (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 10.3 to 10.9 of this Contract.
 - (c) In this clause 10.9, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from Innovate UK Business Connect in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
- 10.10 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against Innovate UK Business Connect in order to justify withholding payment of any such amount in whole or in part. If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to Innovate UK

Business Connect in respect of any breach of the Contract), that sum may be deducted unilaterally by Innovate UK Business Connect from any sum then due, or which may come due, to the Supplier under the Contract or under any other agreement or contract with Innovate UK Business Connect.

11 TAXATION OBLIGATIONS OF THE SUPPLIER

- 11.1 The Supplier shall be fully responsible for all its own tax including any national insurance contributions arising from supplying the Goods and/or Services.
- 11.2 The Supplier shall indemnify, and shall keep indemnified, Innovate UK Business Connect in full against all costs, claims, expenses, damages and losses, including any interest, penalties, fines, legal and other professional fees and expenses awarded against or incurred or paid by Innovate UK Business Connect as a result of the Supplier's failure to account for or pay any taxes including any national insurance contributions.

12 INNOVATE UK BUSINESS CONNECT PROPERTY

- 12.1 The Supplier acknowledges that all information (including Innovate UK Business Connect's Confidential Information), equipment and tools, drawings, specifications, data, software and any other materials supplied by Innovate UK Business Connect (or its agents on behalf of Innovate UK Business Connect) to the Supplier ("Innovate UK Business Connect's Materials") and all rights in Innovate UK Business Connect's Materials are and shall remain at all times the exclusive property of Innovate UK Business Connect. The Supplier shall keep Innovate UK Business Connect's Materials in safe custody at its own risk, maintain them in good condition until returned to Innovate UK Business Connect, 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 Innovate UK Business Connect.
- 12.2 Innovate UK Business Connect's Materials shall be returned promptly to Innovate UK Business Connect on expiry or termination of the Contract.
- 12.3 The Supplier shall reimburse Innovate UK Business Connect for any loss or damage to Innovate UK Business Connect's Materials (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Innovate UK Business Connect's Materials supplied by Innovate UK Business Connect's (or its agents on behalf of Innovate UK Business Connect) shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless Innovate UK Business Connect is notified otherwise in writing within 5 Working Days.

13 PREMISES – NOT USED

14 STAFF AND KEY PERSONNEL

14.1 If Innovate UK Business Connect believes that its Cvent Account Manager is unsuitable to undertake work in respect of the Contract, it may, by giving written notice to the Supplier:

- (a) refuse admission to the Cvent Account Manager to Innovate UK Business Connect's premises;
- (b) direct the Supplier to end the involvement in the provision of the Goods and/or Services of the relevant person(s); and/or
- (c) require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by Innovate UK Business Connect to the person removed is surrendered,

and the Supplier shall comply with any such notice.

14.2 The Supplier shall:

- (a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- (b) ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of Innovate UK Business Connect, or is of a type otherwise advised by Innovate UK Business Connect (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, the Staff Vetting Procedures or otherwise) is employed or engaged in the provision of any part of the supply of the Goods and/or Services;
- (c) if requested, provide Innovate UK Business Connect with a list of names and addresses (and any other relevant information) of all persons who may require admission to Innovate UK Business Connect's premises in connection with the Contract; and
- (d) procure that all Staff comply with any rules, regulations and requirements reasonably specified by Innovate UK KTN.

- 14.3 Any Key Personnel shall not be released from supplying the Goods and/or Services without the agreement of Innovate UK KTN, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 14.4 Cvent shall have the right to change the Cvent Account Manager by giving Innovate Business Connect a prior written notice of at least 30 days before the new Cvent Account Manager is deployed. Any replacement to the Cvent Account Manager shall be subject to the prior written agreement of Innovate UK Business Connect (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Cvent Account Manager being replaced and be suitable for the responsibilities of that person in relation to the Goods and/or Services.
- 15 Warranties and Disclaimers**
- 15.1 Not used.
- 15.2 Cvent represents and warrants that: (i) it will use commercially reasonable and industry-standard methods to prevent the introduction, replication and distribution of Viruses; (ii) the SaaS Solutions to be provided under each applicable Order Form will conform in all material respects with the applicable Documentation; and (iii) it will perform the Professional Services in a competent, workmanlike and professional manner by personnel with sufficient training and experience.
- 15.3 **Disclaimers.** EXCEPT AS STATED IN SECTION 15.1 AND 15.2 ABOVE, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE SALE OF GOODS ACT OF 1979 AND THE SUPPLY OF GOODS AND SERVICES ACT OF 1982, AS AMENDED, DO NOT APPLY TO AND ARE EXCLUDED UNDER THIS AGREEMENT AND THAT THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CVENT DOES NOT MAKE ANY REPRESENTATION, WARRANTY REGARDING THE SERVICES, OR GUARANTY, AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES PROVIDED OR OFFERED HEREUNDER. ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR STATUTORILY, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 15.4 USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SAAS SOLUTIONS AND CUSTOMER DATA. ACCORDINGLY, CVENT CANNOT AND DOES NOT GUARANTEE THE PRIVACY,

SECURITY OR AUTHENTICITY OF ANY INFORMATION TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. IN ORDER TO PROTECT CUSTOMER'S DATA, CVENT MAY SUSPEND CUSTOMER'S USE OF THE SERVICES IMMEDIATELY, WITHOUT PRIOR NOTICE, PENDING AN INVESTIGATION, IF ANY BREACH OF SECURITY IS SUSPECTED.

16 ASSIGNMENT AND SUB-CONTRACTING

- 16.1 The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 16.2 The Supplier shall, at the request of Innovate UK KTN, send copies of each sub-contract for any exclusive sub-contract to Innovate UK Business Connect, to Innovate UK Business Connect as soon as is reasonably practicable.
- 16.3 Not used
- 16.4 Innovate UK Business Connect may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.
- 16.5 Except for assignment to a Cvent's affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with Cvent, or in the case of a merger, acquisition or sale of all or substantially all assets, Cvent may not assign or otherwise transfer any right or obligation set forth under this Agreement without UKRI's prior written consent, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Cvent may subcontract the provision of Service in whole or in part to a Cvent affiliate. Any purported assignment or transfer in violation of this Section 16.5 is void.

17 INTELLECTUAL PROPERTY RIGHTS

- 17.1 All Intellectual Property Rights in any materials created or developed by the Supplier pursuant to this Contract or arising as a result of the supply of the Goods and/or Services, including the Deliverables, shall vest in supplier. If, and to the extent, that the ownership of any Intellectual Property Rights in such materials vest in Innovate UK Business Connect by operation of law, Innovate UK Business Connect hereby assigns ownership of such Intellectual Property Rights to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual

Property Rights, all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).

17.2 [Not Used]

17.3 Innovate UK Business Connect shall, promptly at the request of Supplier, do (or procure to be done) all such further acts and things and execute all such other documents as Supplier may from time to time require for the purpose of securing for supplier the full benefit of the Contract, including all rights, title and interest in and to the Intellectual Property Rights assigned to the supplier in accordance with clause 17.1.

17.4 All Intellectual Property Rights in any materials provided by Innovate UK Business Connect to the Supplier shall remain the property of Innovate UK KTN. Innovate UK Business Connect hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use:

- (a) any Intellectual Property Rights in the materials provided by Innovate UK Business Connect to the Supplier;

as required until termination or expiry of this Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.

17.5 Without prejudice to clause 17.1, the Supplier hereby grants Innovate UK Business Connect a royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use during the term:

- (a) any Intellectual Property Rights vested in or licensed to the Supplier on the date of this Contract to the extent not falling within clause 17.1; and
- (b) any Intellectual Property Rights created during the Term to the extent not falling within clause 17.1,

including any modifications to or derivative versions of any such Intellectual Property Rights, which Innovate UK Business Connect reasonably requires in order to exercise its rights and take the benefit of the Contract including the Goods and/or Services provided.

18 INDEMNITY

18.1 The Supplier shall indemnify, and shall keep indemnified, Innovate UK Business Connect in full against all costs, claims, expenses, damages and losses including any interest, penalties, fines, legal and other professional fees and expenses awarded against or incurred or paid by Innovate UK Business Connect as a result of or in connection with:

- (a) the Supplier's grossly negligent performance or non-performance of this Contract;
- (b) any claim brought against Innovate UK Business Connect for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, receipt, use or supply of the Goods and/or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier or any Staff;

CVENT INDEMNITY LIMITATIONS. THE RIGHTS GRANTED TO CUSTOMER UNDER SECTION 18.1(b) WILL BE INNOVATE UK Business Connect's EXCLUSIVE REMEDY AND CVENT'S SOLE OBLIGATION AND LIABILITY FOR ANY ALLEGED INFRINGEMENT OF A PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT, INCLUDING MISAPPROPRIATION OF A TRADE SECRET. CVENT HAS NO LIABILITY OR INDEMNIFICATION OBLIGATION FOR ANY CLAIM OF INFRINGEMENT CAUSED BY: (A) MODIFICATION OF A PRODUCT WITHOUT THE APPROVAL OF CVENT; (B) USE OF A SERVICE IN CONNECTION OR IN COMBINATION WITH EQUIPMENT, DEVICES, SERVICES OR SOFTWARE NOT PROVIDED BY CVENT; (C) COMPLIANCE WITH CUSTOMER'S DESIGN REQUIREMENTS OR SPECIFICATIONS; (D) USE OF A SERVICE OTHER THAN AS PERMITTED UNDER THE AGREEMENT, OR IN A MANNER NOT CONSISTENT WITH THE DOCUMENTATION; OR (E) USE OR DISTRIBUTION OF OTHER THAN THE MOST CURRENT RELEASE OR VERSION OF A SERVICE IN PRODUCTION (IF THE INFRINGEMENT WOULD HAVE BEEN PREVENTED BY THE USE OF THIS RELEASE OR VERSION).

- (c) any claim made against Innovate UK Business Connect by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods and/or Services, to the extent that the defect in the Goods and/or Services is attributable to the acts or omissions of the Supplier and the Staff; and
- (d) any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause 15 of the Contract.

18.2 This clause 18 shall survive termination or expiry of the Contract.

19 INSURANCE

19.1 Unless otherwise specified in the Award Letter, during the Term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable insurance companies to insure the Supplier against all manner of risks that might arise out of the acts or omissions of the Supplier or otherwise in connection with the Supplier's performance of its obligations under this Contract.

- (a) Professional indemnity insurance for not less than \$1 million per claim;
- (b) loss, damage or destruction of any of Innovate UK Business Connect's property under the custody and control of the Supplier, with a minimum sum insured of \$1 million per claim;
- (c) public liability insurance for not less than \$1 million per claim;
- (d) employer liability insurance for not less than \$1 million per claim; and
- (e) product liability insurance for not less than \$2 million for claims arising from any single event.

19.2 On request from Innovate UK KTN, the Supplier shall provide Innovate UK Business Connect with copies of the insurance policy certificates and details of the cover provided.

19.3 From the Commencement Date, the Supplier shall notify Innovate UK Business Connect in writing of any employer's liability or public liability incident arising out of or in connection with this Contract which:

- (a) has the potential to exceed £25,000 (twenty-five thousand pounds sterling) (excluding costs); and/or
- (b) irrespective of the claim's value, which may reasonably be considered to have the potential to adversely affect the reputation of Innovate UK KTN,

within five (5) days of such an incident occurring.

- 19.4 The Supplier shall keep Innovate UK Business Connect informed and up-to-date on the progress of any incident referred to in clause 19.3 and related claims, decisions taken in respect of liability and any movement of reserves with respect thereto.
- 19.5 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.
- 19.6 The Supplier shall:
- (a) do nothing to invalidate any insurance policy or to prejudice Innovate UK Business Connect's entitlement under it; and
 - (b) notify Innovate UK Business Connect if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
- 19.7 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause 19.1.
- 19.8 If the Supplier fails or is unable to maintain insurance in accordance with clause 19.1, Innovate UK Business Connect 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.

20 LIABILITY

- 20.1 Innovate UK Business Connect shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by Innovate UK Business Connect if and to the extent that it is caused by the negligence or wilful misconduct of Innovate UK Business Connect or by breach by Innovate UK Business Connect of its obligations under the Contract.
- 20.2 Subject to clause 20.6, either party shall not have any liability for:
- (a) any indirect or consequential loss or damage;
 - (b) any loss of business, rent, profit or anticipated savings;
 - (c) any damage to goodwill or reputation;

- (d) loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto Innovate UK Business Connect's premises by or on behalf of the Supplier; or
 - (e) any loss, damage, costs or expenses suffered or incurred by any third party.
- 20.3 Subject to clause 20.6, the aggregate liability of Innovate UK Business Connect in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed 100% of the Charges paid or payable to the Supplier.
- 20.4 Subject always to clause 20.5 and 20.6, the Supplier's aggregate liability in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the amounts paid or payable by UKRI to Cvent under this Agreement in the immediately twelve (12) months period preceding the first event giving rise to the liability. The existence of more than one claim will not enlarge this limit. These limitations of liability are independent of any exclusive remedies and will survive and apply to the fullest extent allowable under applicable law.
- 20.5 The Supplier's liability under the indemnity in clause 18.1(b), and 29.1 and shall be unlimited.
- 20.6 Nothing in the Contract restricts either Party's liability for:
- (a) death or personal injury resulting from its negligence or that of its Staff; or
 - (b) its fraud (including fraudulent misrepresentation) by it or that of its Staff; or
 - (c)
 - (d) any other matter which, by law, may not be excluded or limited.
- 20.7 The Supplier's liability under the indemnity in Section 27.7 shall not exceed twice the amounts paid or payable by UKRI to Cvent under this Agreement in the immediately twelve (12) months period preceding the first event giving rise to the liability. The existence of more than one claim will not enlarge this limit. These limitations of liability are independent of any

exclusive remedies and will survive and apply to the fullest extent allowable under applicable law.

21 TERMINATION

21.1 Innovate UK Business Connect may terminate the Contract in whole or in part at any time before the Goods and/or Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue the provision of the Goods and/or Services (in whole or in part as applicable). Innovate UK Business Connect shall pay to the Supplier:

- (a) such Charges for Services provided till the effective date of termination and an early termination fee in an amount equal to the sum of seventy-five percent (75%) of all fees that would have been paid or payable for the duration of this Agreement but for such termination by Customer. For the avoidance of doubt, the foregoing payment will not constitute a penalty but is agreed to damages for the Supplier's products and services provided and costs incurred prior to such termination and will be payable in full by Customer upon its written notice of termination. A termination notice will not be effective without the payment of the above termination fee within 30 days of the termination notice,

but Innovate UK Business Connect shall not be liable for any loss of anticipated profits or any consequential loss and the Supplier shall have a duty to mitigate its costs and shall on request provide proof of work-in-progress claimed.

21.2 Innovate UK KTN may terminate the Contract at any time by notice in writing to the Supplier to take effect on any date falling at least 3 months (or, if the Contract is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and

the Buyer must pay the Supplier an early termination fee in an amount equal to the sum of seventy-five percent (75%) of all fees that would have been paid or payable for the duration of this Agreement but for such termination by Customer. For the avoidance of doubt, the foregoing payment will not constitute a penalty but is agreed to damages for the Supplier's products and services provided and costs incurred prior to such termination and will be payable in full by Customer upon its written notice of termination. A termination notice will not be effective without the payment of the above termination fee within 30 days of the termination notice.

21.3 Innovate UK Business Connect may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the circumstances set out in clauses 8.2, 8.4 or 29.1 apply; or
- (b) the Supplier is in material breach of any obligation under the Contract which is not capable of remedy; or
- (c) 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
- (d) the Supplier repeatedly breaches any of the terms and conditions of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of this Contract; or
- (e) 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
- (f) 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
- (g) (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
- (h) (being an individual) the Supplier is the subject of a bankruptcy petition or order; or
- (i) 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

- (j) (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
 - (k) a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or
 - (l) 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 21.3(e) to clause 21.3(k) inclusive; or
 - (m) there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
 - (n) 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
 - (o) the Supplier's financial position deteriorates to such an extent that in UKRI's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (p) (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 21.4 The Supplier shall notify Innovate UK Business Connect as soon as practicable of any change of control as referred to in clause 21.3(m) or any potential such change of control.
- 21.5 The Supplier may terminate the Contract by written notice to Innovate UK Business Connect if Innovate UK Business Connect has not paid any undisputed invoice within 90 days of it falling due.
- 21.6 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 4, 5, 6, 7, 11, 12, **Error! Reference source not found.**, 17, 18, 19, 20, 24, 25, 26, 27, 28, 29, 34, 36, 37 or any other provision of the Contract that either expressly or by implication has effect after termination.
- 21.7 Upon termination or expiry of the Contract, the Supplier shall immediately:

- (a) cease all work on the Contract;
- (b) deliver to Innovate UK Business Connect all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, Innovate UK Business Connect and/or its representatives shall have the right to enter the Supplier's premises (which the Supplier shall not refuse) in order to take possession of all Deliverables and all work-in-progress. The Supplier shall allow Innovate UK Business Connect and its representatives such access and assistance as required by Innovate UK Business Connect and its representatives to take possession of the Deliverables and the work-in-progress. Until the Deliverables and the work-in-progress have been returned to Innovate UK KTN, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) cease use of and return (or, at Innovate UK Business Connect's election, destroy) all of Innovate UK Business Connect's Materials in the Supplier's possession or control; and
- (d) give all reasonable assistance to Innovate UK Business Connect and any incoming supplier of the Goods and/or Services (as applicable); and
- (e) return or destroy Innovate UK Business Connect's Confidential Information in accordance with clause 24.3.

22 DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT

- 22.1 In the event that a Court makes a Declaration of Ineffectiveness, Innovate UK Business Connect will promptly notify the Supplier in writing. The Parties agree that the provisions of clause 21.7 and this clause 22 will continue to apply as from the time when the Declaration of Ineffectiveness is made.
- 22.2 The Declaration of Ineffectiveness will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness.
- 22.3 Consistent with Innovate UK Business Connect's rights of termination implied into the Contract by Public Contracts Regulations 2015 (as amended), in the event of a Public Procurement Termination Event, Innovate UK Business Connect shall promptly notify the Supplier and the provisions of clause 21.7 and this clause 22 shall apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event.

- 22.4 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event in respect of the period prior to the Public Procurement Termination Event.
- 22.5 During any Court proceedings seeking a Declaration of Ineffectiveness or following notification of a Public Procurement Termination Event, Innovate UK Business Connect may require the Supplier to prepare a contingency plan with the effect of achieving:
- (a) An orderly and efficient cessation of the Contract or a transition of the provisions of the Goods and/or Services to Innovate UK Business Connect or such other entity as Innovate UK Business Connect may specify; and
 - (b) Minimal disruption or inconvenience to Innovate UK Business Connect or to Innovate UK Business Connect's supported organisations or clients,
- and the Parties agree that this shall have effect in the event a Declaration of Ineffectiveness is made or a Public Procurement Termination Event occurs.
- 22.6 Where there is any conflict between the provisions of clause 21.7 and this clause 22 and the contingency plan then the clauses of this Contract shall take precedence.
- 22.7 The Parties will comply with their respective obligations under any contingency plan (as agreed by the Parties, or where agreement cannot be reached, as reasonably determined by Innovate UK KTN) in the event that a Declaration of Ineffectiveness is made or a Public Procurement Termination Event occurs.

23 GOVERNANCE AND RECORDS

- 23.1 The Supplier shall:
- (a) attend progress meetings with Innovate UK Business Connect at the frequency and times specified by Innovate UK Business Connect and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - (b) submit progress reports to Innovate UK Business Connect at the times and in the format specified by Innovate UK KTN.
- 23.2 The Supplier shall keep and maintain until 6 years after the expiry or termination of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Goods and/or Services supplied under it and all payments made by Innovate UK KTN. The Supplier shall on request afford Innovate UK

Business Connect and its representatives such access to those records as may be reasonably requested by Innovate UK Business Connect in connection with the Contract.

- 23.3 Innovate UK Business Connect may from time to time require the Supplier to complete the Cyber Essentials Questionnaire. The Supplier shall submit a completed Cyber Essentials Questionnaire to Innovate UK Business Connect within 10 Working Days of a request from Innovate UK KTN. Innovate UK Business Connect shall not be liable for the Supplier's or the Staff's costs in complying with this clause 23.3.
- 23.4 The Supplier shall keep and maintain records of sub-contractors it uses to supply the Goods and/or Services, including whether the sub-contractor is an SME and the payments it has made to the sub-contractor as a result of the sub-contractor's work under this Contract. The Supplier shall provide such records, except for any financial/pricing information, to Innovate UK Business Connect within 10 Working Days of a request from Innovate UK KTN.
- 23.5 Where the estimated annual Charges are above £5 million, the Supplier shall:
- (a) advertise on the UK Government's Contracts Finder website all sub-contractor opportunities above £25,000 arising from and in connection with this Contract. Each advert shall provide a full and detailed description of the sub-contract opportunity with each of the mandatory fields on Contracts Finder being completed.
 - (b) within 90 days of awarding a sub-contract, update the notice on Contracts Finder with details of the successful sub-contractor;
 - (c) monitor the number, type and value of the sub-contract opportunities placed on Contracts Finder in its supply chain during the Term;
 - (d) provide reports on the information at clause 23.5(c) to Innovate UK Business Connect in the format and frequency reasonably requested by Innovate UK KTN; and
 - (e) promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 23.6 Clause 23.5 shall only apply to sub-contractor opportunities arising after the Commencement Date and Innovate UK Business Connect may by giving its prior written approval decide to waive the obligations under Clause 23.5 in respect of any sub-contractor opportunity.

24 CONFIDENTIAL INFORMATION

24.1 Subject to clause 24.2, each Party shall:

- (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the Disclosing Party; and
- (b) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.

24.2 Notwithstanding clause 24.1, a Receiving Party may disclose Confidential Information:

- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
- (b) to its auditors or for the purposes of regulatory requirements;
- (c) on a confidential basis, to its professional advisers;
- (d) to the Serious Fraud Office where the Receiving Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- (e) where the Receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause (e) shall observe the Supplier's confidentiality obligations under the Contract; and
- (f) where the Receiving Party is Innovate UK KTN:
 - (i) on a confidential basis to the employees, agents, consultants and contractors of Innovate UK KTN;
 - (ii) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which Innovate UK Business Connect transfers or proposes to transfer all or any part of its business;
 - (iii) to the extent that Innovate UK Business Connect (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (iv) in accordance with clause 28;

- (v) and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on Innovate UK Business Connect under this clause 24.

24.3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Receiving Party from the Disclosing Party or its representatives shall be returned promptly to the Disclosing Party (or, at the election of the Disclosing Party, destroyed promptly) on expiry or termination of the Contract, and no copies shall be kept.

24.4 Subject to the terms of this Section, Customer acknowledges and agrees that Cvent may use all data inputted into or collected by the SaaS Solutions, including but not limited to data related to Service utilization and Customer Data, on an aggregated and anonymous basis (collectively, "**Aggregate Data**") in compliance with applicable laws and Cvent's Privacy Policy to provide the SaaS Solutions and for any commercial purposes, including distribution to other Cvent customers and for the preparation and distribution of benchmarking, research, and analytical materials. Aggregate Data must not identify Customer as the source of any specific data or finding, nor will it include any personally identifiable information of any individual users. Cvent shall maintain appropriate security measures for all Aggregate Data in accordance with the terms and conditions of this Agreement. Cvent will be the sole and exclusive owner of all right, title and interest to such Aggregate Data.

25 TRANSPARENCY

25.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or EIR, the content of the Contract is not Confidential Information and the Supplier hereby gives its consent for Innovate UK Business Connect to publish this Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA or EIR (as applicable) redacted) including any changes to the Contract agreed from time to time. Innovate UK Business Connect may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA or EIR.

26 PUBLICITY

26.1 The Supplier shall not make any press announcements or publicise this Contract in any way without prior written consent from Innovate UK KTN.

26.2 Innovate UK Business Connect shall be entitled to publicise this Contract in accordance with any legal obligation upon Innovate UK KTN, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

26.3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of Innovate UK KTN.

27 DATA PROTECTION

27.1 In this clause 27, the terms, "processes", "data controller" and "data processor" shall have the same meanings given to them under Data Protection Legislation.

27.2 The Parties acknowledge that for the purposes of Data Protection Legislation, Innovate UK Business Connect is the data controller and the Supplier is the data processor of any Innovate UK Business Connect Personal Data.

27.3 The Supplier shall itself, and shall procure that the Staff, comply with all Data Protection Legislation in relation to any Personal Data processed.

27.4 Without limiting clauses 27.2 and 27.3, the Supplier shall at all times (and shall ensure that at all times its Staff):

- (a) process Personal Data only in accordance with the documented instructions received from Innovate UK Business Connect and during the Term of this Contract the Supplier shall immediately inform Innovate UK Business Connect if, in the Supplier's opinion, an instruction from Innovate UK Business Connect infringes the Data Protection Legislation or any other applicable Law;
- (b) ensure that any person to whom it provides the Personal Data is subject to appropriate confidentiality obligations;
- (c) have in place a suitably qualified data protection representative to manage the Personal Data;
- (d) disclose any Personal Data only on a need to know basis to Staff directly concerned with the provision of the Goods and/or Services;
- (e) not transfer or direct the transfer of any Personal Data to any third party or process or direct the processing of Personal Data outside of the United Kingdom in each

case without Innovate UK Business Connect's prior written consent (which consent may be subject to conditions as directed by Innovate UK KTN);

- (f) keep all Personal Data confidential, and have in place now and shall on a continuing basis take all reasonable appropriate technical and organisational measures to keep all Personal Data confidential and secure and to protect against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access;
- (g) 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, including but not limited to the Information Commissioner. Records should include:
 - (i) details of the data controller and data processor and their representatives;
 - (ii) the categories of processing activities that are performed;
 - (iii) information regarding cross-border data transfers; and
 - (iv) a general description of the security measures that are implemented;
- (h) upon request by Innovate UK KTN, promptly do such other acts in relation to the Personal Data, or any part thereof, as Innovate UK Business Connect shall request to enable Innovate UK Business Connect to comply with its obligations under the Data Protection Legislation;
- (i) notify Innovate UK Business Connect promptly (and at least within 48 hours) if it receives a request from a Data Subject or a complaint relating to a Data Subject and promptly provide Innovate UK Business Connect with all such data, information, cooperation and assistance as is required by Innovate UK Business Connect in order to respond to and resolve the request or complaint within any applicable time frames;
- (j) provide such information including executive summary of its latest Type II SOC II Report and penetration test reports from an independent third party, as is reasonably necessary to enable Innovate UK Business Connect to satisfy itself of the Supplier's compliance with this clause 27 and the Data Protection Legislation;
- (k) on termination or expiry of this Contract, and at any other time on Innovate UK Business Connect's request, either return or destroy (as elected by Innovate UK

KTN) the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation; and

- (l) notify Innovate UK Business Connect promptly on becoming aware of any Personal Data Breach and promptly following notification, provide such data, information and assistance as is required by Innovate UK Business Connect in order for Innovate UK Business Connect to notify the Personal Data Breach to the Information Commissioner and/or Data Subject(s) and otherwise fulfil its obligations under Data Protection Legislation.

27.5 The Supplier shall only use a sub-processor with Innovate UK Business Connect's formal written consent (specific or general, although where general consent is obtained processors must notify all and any changes to Innovate UK KTN, giving them an opportunity to object).

27.6 To the extent that Innovate UK Business Connect provides its consent pursuant to clause 27.5, the Supplier shall endeavour to flow down the contractual obligations contained in clause 27.4 to any exclusive sub-processors.

27.7 Notwithstanding any other remedies available to Innovate UK KTN, fully indemnify Innovate UK Business Connect as a result of any such breach of the GDPR, by the Supplier or any other party used by the Supplier in its performance of the Contract that results in Innovate UK Business Connect suffering fines, loss or damages.

27.8 Server Location

Customer acknowledges that Cvent has servers located in the United States and Europe only and that the SaaS Solutions are not intended to be used by Customer or third parties in any country which requires an individual's personal data to remain on servers located in that country. Without limiting the generality of the foregoing, the Services provided hereunder are not intended for use by citizens of the Russian Federation who reside in Russia. Customer represents and warrants that it will use the Service in compliance with all such applicable data privacy localization requirements.

The Customer acknowledges and agrees that any use of the Services by Customer within the People's Republic of China, including Hong Kong and Macau (collectively, "China") carries certain inherent risks associated with government rules and regulations and business environment, including but not limited to access (and interruption) to telecommunication or internet services and data privacy and localization requirements. Accordingly, Customer acknowledges and agrees that its use of the Services within China is at its sole risk and Cvent's: (i) failure or inability to provide any of the Services in China; or (ii) transfer of personal data of Chinese residents and citizens outside of China, shall not constitute a breach of the Agreement (including SLAs, if any) and in no event shall Cvent be liable to Customer for any damages (whether direct, indirect, consequential, punitive

special, or otherwise), fines, penalties, credits, rebates, offsets, or any other form of payment arising from Customer's use or inability to use the Services within China.

28 FREEDOM OF INFORMATION

28.1 The Supplier acknowledges that Innovate UK Business Connect is subject to the requirements of FOIA and EIR and shall:

- (a) provide all necessary assistance and co-operation as reasonably requested by Innovate UK Business Connect to enable Innovate UK Business Connect to comply with its obligations under FOIA and EIR in relation to any Requests for Information relating to this Contract;
- (b) transfer to Innovate UK Business Connect all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide Innovate UK Business Connect with a copy of all Information belonging to Innovate UK Business Connect requested in the Request for Information which is in its possession or control in the form that Innovate UK Business Connect requires within 5 Working Days (or such other period as Innovate UK Business Connect may reasonably specify) of Innovate UK Business Connect's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by Innovate UK KTN.

28.2 Innovate UK Business Connect shall be responsible for determining (in its absolute discretion) whether any Information:

- (a) is exempt from disclosure in accordance with the provisions of FOIA or EIR;
- (b) is to be disclosed in response to a Request for Information,

28.3 The Supplier acknowledges that Innovate UK Business Connect may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:

- (a) without consulting with the Supplier, or
- (b) following consultation with the Supplier and having taken its views into account.

- 28.4 Where clause 28.3(a) applies Innovate UK Business Connect 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.
- 28.5 Where the Supplier is subject to the requirements of the FOIA and EIR, Innovate UK Business Connect shall assist and co-operate with the Supplier to enable the Supplier to comply with its obligations under the FOIA and EIR in relation to any Requests for Information received by the Supplier relating to this Contract.

29 CORRUPTION

- 29.1 Without prejudice to any other rights or remedies available to Innovate UK KTN, Innovate UK Business Connect 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 the Supplier's Associate:
- (a) offers or agrees to give any person working for or engaged by Innovate UK KTN, Innovate UK Business Connect's staff and agents, 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 with Innovate UK Business Connect or any Public Body;
 - (b) 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 Innovate UK KTN, 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 Innovate UK Business Connect before the Contract is entered into;
 - (c) breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or
 - (d) gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- 29.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Supplier and the Supplier's Associates in connection with the Contract and shall notify Innovate UK Business Connect immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

29.3 For the purposes of clause 29.1, "loss" shall include, but shall not be limited to:

- (a) Innovate UK Business Connect's costs in finding a replacement supplier;
- (b) direct, indirect and consequential losses; and
- (c) any loss suffered by Innovate UK Business Connect as a result of a delay in the performance of the Services or its receipt of the Goods (as applicable).

30 MODERN SLAVERY ACT 2015

30.1 In performing its obligations under this Contract, the Supplier shall and shall ensure that any permitted sub-contractors shall comply with:

- (a) all applicable laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015; and
- (b) Any anti-slavery policy adopted by Innovate UK Business Connect from time to time.

30.2 Innovate UK Business Connect may from time to time require the Supplier to provide information and evidence to demonstrate its and its sub-contractors' compliance with clause 30.1. The Supplier shall provide such information with 10 Working Days of a request from Innovate UK Business Connect for the same. A breach of this clause 30.1 shall be deemed a material breach for the purpose of clause 21.3(b).

31 FORCE MAJEURE

31.1 Neither Party to this Contract shall in any circumstances be liable to the other for any delay or non-performance of its obligations under this Contract to the extent that such delay or non-performance is due to a Force Majeure Event. Subject to Clause 31.3, the date for performance of any affected obligations will be suspended for a period equal to the delay caused by the Force Majeure Event.

31.2 If a Party is delayed in or prevented from performing its obligations under this Contract by a Force Majeure Event, such Party shall:

- (a) give notice in writing of such delay or prevention to the other Party specifying the nature and extent of the Force Majeure Event immediately on becoming aware of it; and

- (b) use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations.
- 31.3 If the Force Majeure Event continues for a period of 30 (thirty) days or more following notification, then either Party may terminate this Contract by giving not less than 10 (ten) days' prior written notice to the other Party.
- 31.4 Innovate UK Business Connect shall not be liable to pay the Charges in relation to any Goods and/or Services that are not provided by the Supplier due to a Force Majeure Event.

32 DISPUTE RESOLUTION

- 32.1 The Parties agree to co-operate with each other in an amicable manner with a view to achieving the successful implementation of this Contract.
- 32.2 If a Dispute arises between Innovate UK Business Connect and the Supplier during the Term in relation to any matter which cannot be resolved by local operational management either Party may refer the matter for determination in accordance with the procedure set out in Clause 32.3.
- 32.3 A Dispute referred for determination under clause 32.2 shall be resolved as follows:
- (a) by referral in the first instance to the decision of the individuals for each Party referred to in the Award Letter for stage 1 escalations; and
 - (b) if a Dispute is not resolved within 21 days of its referral pursuant to Clause 32.3(a) such Dispute shall be referred to the individuals for each Party referred to in the Award Letter for stage 2 escalations.
- 32.4 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in Clause 32.3(b), the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 32.5 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.
- 32.6 Neither Party shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory or final injunctive relief on an ex parte basis or otherwise as a result of the

terms of this Clause 32, such clause not applying in respect of any circumstances where such remedies are sought.

33 CHANGE CONTROL PROCEDURE

33.1 In the event that either party desires to change the terms of this Contract, the following procedures will apply:

- (a) the Party requesting the change will deliver a "Change Request" (in the form (or substantially in the same form) contained in Schedule 5 to this Contract) which describes:
 - (i) the nature of the change;
 - (ii) the reason for the change;
 - (iii) the effect that the requested change will have on the scope or Specification for the Services; and
 - (iv) any change to the Charges and the Term.
- (b) Upon receipt of a Change Request, the receiving Party's authorised representative will contact his/ her counterpart within 5 working days to discuss and agree the Change Request. The parties will negotiate the proposed changes to the Contract in good faith and agree a timeline in which to finalise the Change Notice.
- (c) Neither party is obliged to agree to a Change Request, but if the parties do agree to implement such a Change Request, the appropriate authorised representatives of both parties will sign the Change Request which will be effective from the date set out in the Change Request.
- (d) If there is any conflict between the terms and conditions set out in the Contract and the Change Request, then the terms and conditions set out in the most recent fully executed Change Request will apply.
- (e) The Supplier shall neither be relieved of its obligations to supply the Goods and/or Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Charges as the result of:
 - (i) a General Change in Law; or

- (ii) a Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Commencement Date.

34 ENTIRE AGREEMENT

- 34.1 The Contract constitutes the entire agreement between UKRI and the Supplier in relation to the supply of the Services and/or Goods and the Contract supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to that subject matter. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

35 NOTICES

- 35.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class or recorded post or, subject to clause 35.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in writing.
- 35.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 35.3 Notices under clauses 21, 22 and 31 may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 35.1.

36 GENERAL

- 36.1 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.
- 36.2 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.

- 36.3 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.
- 36.4 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 36.5 A person who is not a Party to this Contract shall have no right to enforce any of its provisions, which expressly or by implication, confer a benefit on him or her, without the prior written agreement of the Parties.
- 36.6 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.

37 GOVERNING LAW AND JURISDICTION.

- 37.1 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.

Schedule 2 - Specification

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

Innovate UK Business Connect Event Management and Delivery System

Innovate UK Business Connect is seeking tenders from providers who support the following requirements. Innovate UK Business Connect have an ongoing need for organisers, speakers, exhibitors, sponsors and – in particular – delegates, to experience a high-quality user-journey from registration through to post-event experience.

Innovate UK Business Connect exists to connect innovators with new partners and new opportunities beyond their existing thinking – accelerating ambitious ideas into real-world solutions. Our diverse connections span business, government, funders, research and the third sector.

One of the key tools for making these connections is events. Innovate UK Business Connect produces between 400-900 events each year, both independently and on behalf of Innovate UK (who provide grant funding to Innovate UK KTN). The events are either fully virtual, fully in-person or hybrid.

In person events:

Our in-person events are business to business and take place across the UK. We run between 60-100 in-person events each year, attracting between 30 and 1,000 delegates to each. Most of these events are free to attend and on occasion run over multiple days. We do not require in person support from the supplier during these events.

Online Events:

During 2022 Innovate UK Business Connect ran over 300 online events, ranging from small workshops of 30 delegates for a couple of hours, to large exhibition/conferences with 2,000 delegates lasting over several days.

Hybrid:

Of the in person events held in 2022, around 25 of 60-100 events were hybrid. Depending on the future of ways or working it is anticipated that over the life of this contract this number could increase or decrease.

Pricing:

We anticipate that pricing will be charged based on per registration with roughly 6-7k registrations a month.

The types of users who will be using the platform include: -

- Event Managers – Creating and managing events
- Marketing Managers – Design amends to webpages
- CRM & Data Team – Set up and management of integration with Workbooks and generating reports
- Admin – Two or three super users with full account access

We also anticipate costing to include a license element. Licensing costs should be based on 20 users with an additional 10 users. These should be costed appropriately to the process type required. Training will also need to be included within the pricing with the main focus

being on event managers who will be using the system more, it is anticipated that the training will be on a "train the trainer" basis.

A full listing of Innovate UK Business Connect events can be found here: <https://iuk.ktn-uk.org/knowledge-centre/events/>

The Objectives of using an integrated event management system are:

- 1/ To improve and add value to the delegate experience
- 2/ To improve and add value to the speaker, exhibitor and sponsor experience
- 3/ To reduce manual delegate and registration management by events team
- 4/ To ensure that the wider 'technical' team within Innovate UK Business Connect have real time knowledge of event management progress, registrations.

Further information on integration

On the integration with our CRM system, WorkBooks, we would always look for the following from a SaaS provider:

- If an open source code is used for the integration with Workbooks, this should be fully documented and with appropriate controls to detect/prevent malicious or anomalous coding to be introduced.
- A restful API
- Minimal rate limiting.
- No additional charges for API calls.
- All record types accessible.

Estimated Timeline: -

- September – Contract is awarded and starts
- September – October – Event Manager training takes place
- September – December – CRM Integration
- January 2024 – onwards – Events start to be managed from the platform

Requirements

Key:	
E	Essential/Mandatory
D	Desirable
I	For Information

Name of requirement owner	Essential / Desirable / Info only	Item	Requirements
		A	Integrations
CRM	E	1	The platform must be able to integrate with WorkBooks CRM via an API

IT	E	2	The platform must be able to integrate with Zoom (our main delivery platform for webinars) via an API so virtual events are automatically created in Zoom when set up in the event management platform, and attendees checked-in
IT	D	3	It would be desirable if the platform could integrate with MS Teams so virtual events were automatically created and attendees checked-in. Not an essential requirement as Zoom is our main delivery platform)
Web	E	4	The platform must be able to integrate with a third-party payment processor, e.g. Stripe. The majority of our events are free of charge to attend but there are instances where we pose an attendance fee or exhibition fee, so we need to provide a seamless way to take payments through the platform
		B	Event Website / Registration Page
Events	D	5	It would be desirable if the platform provides either an event website or webpage in addition to the registration form.
Events	D	6	It would be desirable if the platform allows for event websites/webpages to be fully branded with our own branding or branding of our partners?
Web	E	7	It is essential the website/webpage is mobile-responsive for ease of accessibility
Web	D	8	It would be desirable if the platform allows for website/webpage URLs to be customised
Web	I	9	It is optional for the ability to use or purchase our own custom domain name
Events	E	10	It is essential that the website/webpage can be password protected or private as we often run events that are invite-only
Events	D	11	The platform must allow files to be uploaded for registrants to download (like maps, schedules, etc.)
Events	D	12	The platform must have a place to display point-of-contact information
Events	D	13	The platform must have a place to add and display event policies & FAQs
Web	I	14	It is optional for the platform to allow the website to be embedded into another website
		C	What features are included in the event website/webpage
Events	I	15	It is optional for the platform to have an area where an event location map can be displayed for delegates
Events	I	16	It is optional for the platform to have an event schedule builder so delegates can select which sessions they would like to attend
Events	I	17	It is optional for the platform to have an area where social sharing (Twitter, Facebook, LinkedIn, etc.) and social media links can be embedded
Events	I	18	It is optional for the platform to allow videos to be embedded from YouTube and/or Vimeo

Events	I	19	It is optional for the platform to allow the customisation of text and images
Events	I	20	It is optional for the platform to allow for a photo gallery/slideshow to be embedded
Events	I	21	It is optional for the platform to have somewhere speaker photos/profiles be displayed
Events	I	22	It is optional for the platform to have a countdown timer
Events	I	23	It is optional for the platform to have an 'Add to calendar' button
		D	Ticketing Setup
Events	E	24	It is essential for the platform to allow for multiple ticket types with different user journeys to be set up so we can tailor the experience for users. E.g. In-person delegate, Virtual delegate, Speaker etc
Events	E	25	It is essential the platform can work for multi-day events as we have some events which are run over 2 or 3 days
Events	I	26	It is optional for the platform to allow group bookings
Events	E	27	It is essential the platform allows for the number of tickets be limited so we can align with venue capacities
Events	D	28	The platform should allow tickets to be password protected
Events	E	29	It is essential there is a mechanism that allows delegates to register onsite at a physical event as we often get people turn up that haven't registered so we need to capture their information
Events	I	30	It is optional for the platform to allow delegates to download purchased tickets / registrations as PDF files
Events	I	31	It is optional for the tickets to include scannable codes
		E	Registration Form
Events	E	32	It is essential the platform allows the customisation of form fields so we can collect specific information from our audiences
Events	E	33	It is essential the platform allows unlimited custom questions to be added as we have a variety of standard questions, we ask our audiences plus bespoke questions depending on the programme
Events	D	34	It is desirable that the platform allow delegates to edit their information after registration
Events	D	35	It is desirable that delegates can transfer their ticket to another colleague
Events	E	36	It is essential there is a way to add a waiver (T&Cs) that people must agree to before registering as we need delegates to consent to us processing their data
Web	E	37	It is essential the registration form is mobile-responsive for ease of accessibility
Web	D	38	It is desirable that the registration form be embedded into another website
Events	I	39	It is optional that the platform allows users to upload their own files during registration (e.g. photos, presentations etc.)
Events	E	40	It is essential the platform allows for the display of certain questions according to the ticket type selected so the user journey is tailored

Events	I	41	It is optional that the platform allows someone to register on behalf of multiple attendees for the same event using the same email address (e.g. a PA or team administrator email)
		F	Ticket Fees & Payments
Events	E	42	It is essential the platform allows for different pricing options or offers for each ticket (e.g. early-bird) so we can customise the fees for different audiences
Events	I	43	It is optional the platform automatically generates receipts / invoices
Events	I	44	It is optional the platform imposes a per-ticket credit card processing fee
Events	I	45	It is optional the platform poses a per-ticket service fee
Events	I	46	It is optional the platform set any other fees in addition to those mentioned above
Events	I	47	It is optional the platform allows for any fees to be absorbed into the price of the ticket
Events	I	48	It is optional the platform allows for any fees be added onto the ticket price
Events	I	49	It is optional there is a waiting period to receive funds for credit card payments
Events	I	50	It is optional the platform provides a way to accept and process refunds
Events	I	51	It is optional the platform provides an invoicing option
		G	Delegate Communications/Management
Events	I	52	It is optional the platform provides a way to send invitation or marketing emails to potential delegates
Events	E	53	It is essential the platform allows for fully customisable emails be sent out via the system so delegate communications can be handled in the one place
Events	E	54	It is essential that specific emails can be sent out depending on ticket type, so the user experience is tailored
Events	D	55	It is desirable that the platform allows for emails to be customised with the event brand (logo, colours, etc.)
Events	D	56	It is desirable the platform allows users to view/sort/search for registered attendees
Events	E	57	It is essential the platform allows attendee information and responses to be edited
Events	E	58	It is essential the platform has a mechanism for name badges to be downloaded or printed to avoid manual processes
Events	D	59	It is desirable the platform allow delegates to login to their order and amend/cancel
		H	Reporting
Events	E	60	It is essential the platform provides customisable reports so we can report on different aspects of our events
Events	E	61	It is essential the platform provides a way to generate a report of registered attendees and their details so we can review information on our delegates
Events	E	62	It is essential the platform allows reports to be created across multiple events so we can compare data

Events	E	63	It is essential the platform provides a way for reports to be shared with internal and external partners, so users do not have to download and email reports
Events	D	64	It is desirable the platform provide a way to create a report at attendee level
		I	Check-In
Events	I	65	It is optional the platform provides an app/feature for checking in guests
Events	I	66	It is optional the platform allows for multiple people be using the check-in app/feature at the same time
Events	I	67	It is optional the check-in app updates in real time
Events	I	68	It is optional the platform provides a way for users to check in guests using code readers
Events	I	69	It is optional the platform allows attendees to be manually checked in
		J	Additional Tools/Features
Events	E	70	It is essential the platform has a way to create and send feedback surveys so we can manage everything within the one platform
Events	I	71	It is optional the platform has a feature to plan event / table layouts
Events	I	72	It is optional the platform has a feature to do seating arrangements / assigned seating diagrams, including social distancing if required
Events	I	73	It is optional the platform has a way to manage event budgets
Events	I	74	It is optional the platform has a library where documents and images can be uploaded
Events	E	75	It is essential the platform has a way to manage exhibitors so they can upload logos, profiles, content etc
Events	E	76	It is essential the platform has a way to manage speakers so they can upload photos, biographies and presentations
Events	D	77	It is desirable the platform has a venue search, booking and management system
Events	D	78	It is desirable the platform has a way to facilitate online collaboration/networking with other users
Events	D	79	It is desirable the platform has an online events platform for virtual/hybrid events
Events	E	80	It is essential the platform has a feature where delegates can upload papers, abstracts, presentations so these can be reviewed, judged and collated rather than submissions being received via email
Events	I	81	It is optional the platform allows for different access for users, e.g. admin, reporting, event management
Events	I	82	It is optional the platform has an app for events
Events	D	83	It is desirable the platform has a way to create a shared delegate list for attendees to view online
		K	Does the platform provide support via:
Events	I	84	It is optional the platform provides support via email
Events	I	85	It is optional the platform provides support via phone
Events	I	86	It is optional the platform provides support via online chat

Events	I	87	It is optional the platform has an area for user FAQs and support articles
		L	Cyber and Data Security
IT	E	88	It is essential the platform support Multi-Factor Authentication, and this is enforceable for all users
IT	D	89	It is desirable the platform supports Single Sign On (SSO) with Azure AD
IT	D	90	It is desirable the platform supports user provisioning via Azure AD
IT	E	91	It is essential the platform data reside in the UK
IT	E	92	It is essential data is encrypted in transit between end user devices and the service
IT	E	93	It is essential data is encrypted in transit between internal components
IT	E	94	It is essential data is encrypted in transit when exposed to other external services, such as an API
IT	E	95	It is essential the platform is subjected to regular penetration testing
IT	E	96	It is essential you have independent security reviews of the platform design
IT	E	97	It is essential you have a documented framework for security governance and risk management
IT	E	98	It is essential you have a documented vulnerability management process with agreed timescales for mitigation
IT	E	99	It is essential you use automated build pipelines which enforce security requirements

Contract Tender



PROJ1.4 -



PROJ1.3



PROJ1.2b - Essential

Appendix_D_-PROJ1.4-Appendix_C_-PROJ1. Requirements.docx



PROJ1.2a -



PROJ1.1 - Integrated



PROJ1.5 - employee

Appendix_B_-PROJ1.2event management sywellness & mental hez

Schedule 3 - Charges

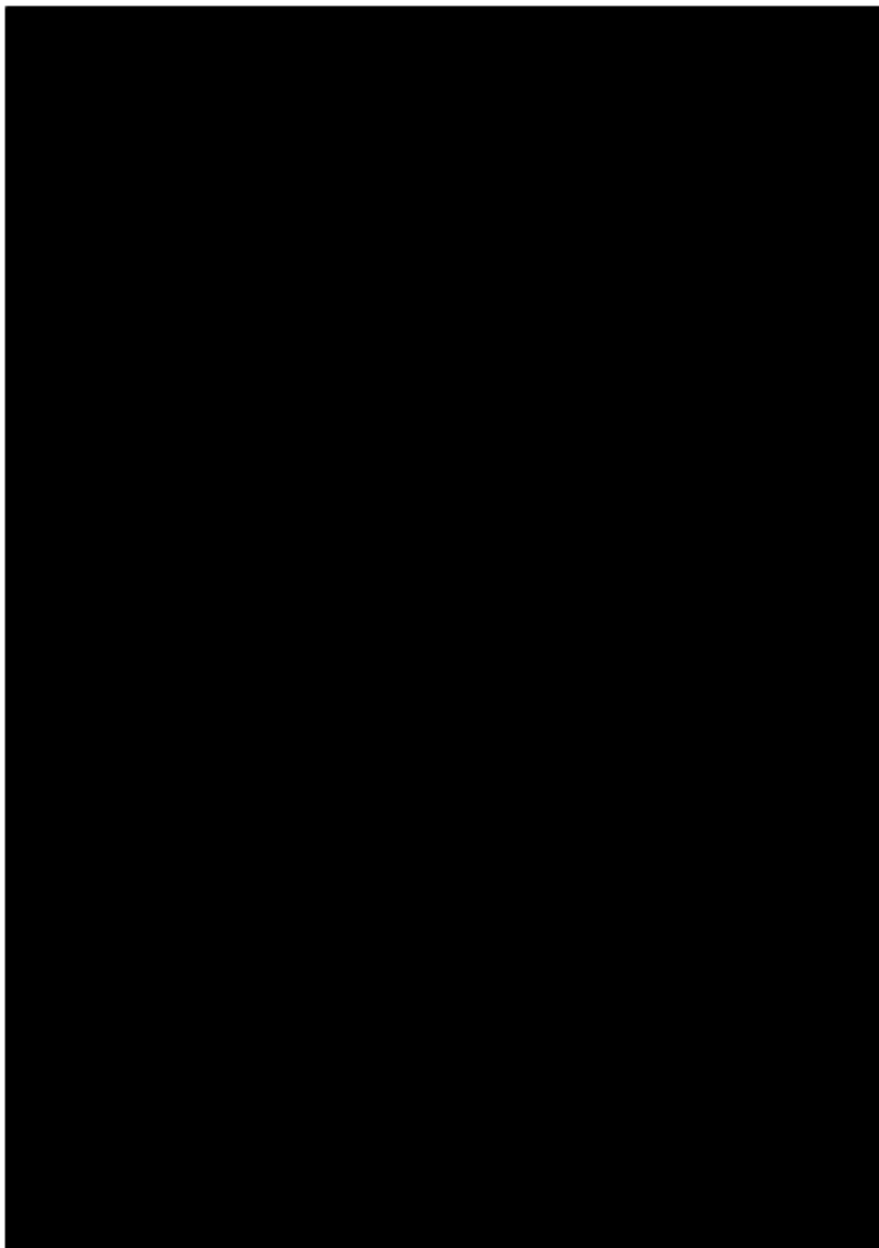
- 1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2 The maximum Call Off Contract value of this requirement over the three-year period (including optional extension) shall not exceed £600,000.00 excluding VAT.

This Call Off contract is structured as an initial 2-year period with a maximum value of £400,000.00 excluding VAT, and an optional 12-month extension valued at maximum of £200,000.00 excluding VAT.

The Charges breakdown for the Goods and/or Services are set out in the Appendix to this Schedule 3, and also can be found in the AW5.2 pricing schedule that was submitted to the tender

- 3 Where the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:
 - (a) the charges payable for the Services will be calculated in accordance with the Supplier's day rates as follows: N/A
 - (b) the Supplier's day rates for each individual person are calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by Innovate UK Business Connect and the Supplier;
 - (c) the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of Innovate UK KTN;
 - (d) the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to Innovate UK Business Connect upon request; and
 - (e) the Supplier will invoice Innovate UK Business Connect monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this paragraph 3 and paragraph **Error! Reference source not found.**

Appendix to Schedule 3. - **Charges breakdown and payment**



Payment Details:

Payment is to be made annually upfront.

Important Notes:

All invoices should be submitted quoting a valid Purchase Order Number (PO Number),

Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.

Schedule 4- Key Personnel

Key Personnel (name and title)	Role in the performance of this Contract
	Budget holder
	Executive sponsor
	System Manager
	Data Protection / GDPR
	Integrations specialist
	Cvent Account Manager
	Cvent customer success manager

Schedule 5 - Change Control Notice

Contract Reference:					
1. Change Request Number:					
2. Requested amendments to Contract (including reasons):					
2.1 Effective date:					
This change is effective from: _____					
2.2 The Contract Term is amended as follows:					
Original Expiry Date: _____					
New Expiry Date: _____					
3. Cost impact					
3.1 The Charges are amended as follows:					
	Quantity	Unit cost (£)	Net cost (£)	VAT (£)	Gross cost (£)
Original Contract Value					
New contract Value					
3.2 New Contract terms:					

Both Innovate UK Business Connect and the Supplier agree that they are bound by the terms and conditions set out in this Change Request and, except as set out in this Change Request, all terms and conditions of the Contract remain in full force and effect.

Signed on behalf of

Signed on behalf of

Innovate UK Business Connect

Cvent Europe Ltd

by:

by:

Signature of authorised officer

Signature of authorised person

Name of authorised officer (please print)

Name of authorised person (please print)

Date

Date

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

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

1. The contact details of the Contracting Authority Data Protection Officer are: [REDACTED]
2. The contact details of the Suppliers Data Protection Officer are: [REDACTED] for privacy legal issues, please contact [REDACTED] for assistance from an internal Cvent resource, or [REDACTED] contact Cvent external DPO
3. The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

Any such further instructions shall be incorporated into this Schedule:

The Relevant Authority is Controller, and the Supplier is Processor.

Description	Details
Subject matter of the processing	Event management software/platform to support Innovate UK Business Connect and their ongoing need for organisers, speakers, exhibitors, sponsors and – in particular – delegates, to experience a high quality user-journey from registration through to post- event experience.
Duration of the processing	For the full duration of the contract including the optional extension if required
Nature and purposes of the processing	<p>Nature: The Supplier to process Personal Data as is necessary to provide the Services required by the Relevant Authority. <i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</i></p> <p>Purposes: The Supplier Processor will provide a software platform to support Innovate UK Business Connect and their ongoing need for event management.</p> <p>The supplier processor's database (storage) will hold specific delegate data such as contact details, company details, EDI details (in some cases), program and event data.</p>
Type of Personal Data	Delegate data which includes contact details, company details and EDI details where delegates have provided answers.
Categories of Data Subject	Subject matter experts, speakers, exhibitors, sponsors and delegates.
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	It is standard practice that information provided by the Relevant Authority will only be kept by the Supplier Processor for the duration of the project or for a

	maximum of 60 days once completed, it is then deleted from the server folder and any additional back-ups.
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