



**UK Research
and Innovation**

Goods & Services Contract (High Value) v1.4

UKRI-3569 CTD Instrumentation Calibration

Planet Ocean



**UK Research
and Innovation**

**Planet Ocean
Unit 16,
Camberley Business Centre,
Bracebridge, Camberley,
GU15 3DP**

Attn: **FOIA Section 40 Personal Information**

By email to: **FOIA Section 40 Personal Information**

Date: 07 December 2023

Our ref: UKRI-3569

Dear **FOIA Section 40 PIs**,

Award of contract for the supply of Ongoing CTD Instrumentation Calibration

Following your tender/ proposal for the supply of **Ongoing CTD Instrumentation Calibration** to UKRI, we are pleased to award this contract to you.

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

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL (“**UKRI**”); and

Planet Ocean Ltd, a company incorporated and registered in the United Kingdom, Wales & Northern Island with company number 4831755 whose registered office is at **Unit 16, Camberley Business Centre, Bracebridge, Camberley, GU15 3DP** (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 UKRI and may delay conclusion of the Contract.

For the purposes of the Contract, UKRI and the Supplier agree as follows:

Term

- 1 Commencement Date: 1st December 2023
- 2 Expiry Date: 31st March 2028

Description of Goods and/or Services

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

Charges & Payment

- 4 The Charges for the Goods and/or Services shall be as set out in Schedule 3.
- 5 All invoices should be sent, quoting a valid purchase order number (PO Number) **TBC** provided by UKRI, to: finance@uksbs.co.uk
- 6 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either

by email to finance@uksbs.co.uk or by telephone 01793 867000 between 09:00-17:00 Monday to Friday.

Supplier's Liability

- 7 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

- 8 ~~The Supplier is not required to maintain the following insurance policies referred to in clause 19.1 of the Conditions:~~

Notices

- 9 The address for notices of the Parties are:

UKRI

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

Attention: FOIA Section 40 Personal Information

Email: commercial@ukri.org

Supplier

***Planet Ocean*
Unit 16,
Camberley Business Centre,
Bracebridge, Camberley,
GU15 3DP**

Attention: FOIA Section 40 Personal Information

Email: FOIA Section 40 Personal Information

Liaison & Disputes

- 10 For general liaison your contact will continue to be FOIA Section 40 Personal Information or, in their absence, FOIA Section 40 Personal Information

- 11 Pursuant to Clause 32.3, Disputes shall be escalated to the following individuals:

- (a) Stage 1 escalation:

UKRI: FOIA Section 40 Personal Information – Head of NERC Procurement

Supplier: FOIA Section 40 Personal Information

- (b) Stage 2 escalation:

UKRI: UKRI Head of Commercial

Supplier: FOIA Section 40 Personal Information, Managing Director

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 digitally signing and returning the enclosed copy of this letter to FOIA Section 40 Personal Information – Procurement Manager FOIA Section 40 Personal Information at the above address. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

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

Signature:

FOIA Section 40 Personal Information



.....

Name:

FOIA Section 40 Personal Information



.....

Position:

Procurement Manager

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Date:

07 December 2023

.....

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

Signed for and on behalf of **Planet Ocean Ltd**

Signature:

FOIA Section 40 Personal Information



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Name:

FOIA Section 40 Personal Information



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Position:

Managing Director

.....

Date:

7th December 2023

.....

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 UKRI 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 I 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 UKRI and the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Schedules;

Data Protection Impact Assessment: an assessment by UKRI of the impact of the envisaged Processing on the protection of Personal Data;

Data Protection Legislation: means, for the periods 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;

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

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 UKRI 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 UKRI in writing and if no such date is specified, within 28 days of the date of UKRI’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;

EU GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;

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

FOIA: 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;

Good Industry Practice: standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

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;

Goods: means the goods to be supplied by the Supplier to UKRI, 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 0 or otherwise notified as such by UKRI 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 UKRI's unique number relating to the supply of the Goods and/or Services;

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

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

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

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: UKRI 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 UKRI 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 UKRI 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 UKRI, UKRI's procedures for the vetting of personnel as provided to the Supplier from time to time;

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

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

UK GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019

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 UKRI's agreement to pay the Charges, the Supplier shall for the Term provide the Services to UKRI 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 UKRI.

4.3 In providing the Services, the Supplier shall:

- (a) co-operate with UKRI in all matters relating to the Services, and comply with all instructions of UKRI using reasonable endeavours to promote UKRI'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 UKRI;
- (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 UKRI 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 UKRI 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 UKRI's premises; and
- (j) not do or omit to do anything which may cause UKRI to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that UKRI may rely or act on the Services.

4.4 UKRI's rights under this Contract are without prejudice to and in addition to the statutory terms implied in favour of UKRI under the Supply of Goods and Services Act 1982 and any other applicable legislation as amended.

5 SUPPLY OF GOODS

5.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall supply all Goods in accordance with the Contract. In particular, the Supplier warrants that the Goods shall:

- (a) conform with their description in the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by UKRI, expressly or by implication, and in this respect UKRI relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by UKRI shall not relieve the Supplier of any of its obligations under this sub-clause;
- (c) where applicable, be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;
- (d) be free from design defects;
- (e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
- (f) be supplied in accordance with all applicable legislation in force from time to time; and
- (g) be destined for supply into, and fully compliant for use in, the United Kingdom (unless specifically stated otherwise in the Specification).

5.2 In supplying the Goods, the Supplier shall co-operate with UKRI in all matters relating to the supply of the Goods and comply with all of UKRI's instructions.

- 5.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 5.4 UKRI and its representatives shall have the right to inspect and test the Goods at any time before Delivery.
- 5.5 If following such inspection or testing UKRI considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 5.1, UKRI shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 5.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under this Contract, and UKRI shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 5.7 UKRI's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of UKRI under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other applicable legislation as amended.

6 DELIVERY

- 6.1 Unless otherwise agreed in writing by UKRI, the Supplier shall Deliver the Goods to UKRI on the Delivery Date (with the carriage paid) to the address(es) specified in the Specification and in accordance with any other Delivery instructions provided to the Supplier.
- 6.2 Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place (as well as any other specific arrangement agreed by the Parties has taken place) and UKRI has signed for the Delivery. The Supplier will unload the Goods at its own risk as directed by UKRI. The Goods will remain at the risk of the Supplier until Delivery to UKRI (including unloading) is complete and the Supplier has obtained sign-off of the Delivery Note by or on behalf of UKRI.
- 6.3 Unless otherwise stipulated by UKRI in writing to the Supplier, Deliveries shall only be accepted by UKRI on Working Days and during normal business hours.
- 6.4 The Supplier shall ensure that:
- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition:

- (b) each delivery of the Goods is accompanied by a Delivery Note; and
 - (c) if the Supplier requires UKRI to return any packaging material to the Supplier, that fact is clearly stated on the Delivery Note. Any such packaging material shall be returned to the Supplier at the Supplier's cost.
- 6.5 If the Supplier delivers to UKRI more than the quantity of Goods ordered, UKRI will not be bound to pay for the excess and any excess will remain at the Supplier's risk and will be returnable to the Supplier at the Supplier's expense.
- 6.6 If the Supplier delivers less than the quantity of Goods ordered, and UKRI accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 6.7 The Supplier shall not deliver the Goods in instalments without prior written consent from UKRI. Where it is agreed that the Goods are to be delivered in instalments, they may be invoiced and paid for separately.
- 6.8 The Supplier shall:
 - (a) obtain, at its risk and expense, any export and import licences or other authorisations necessary for the export and import of the Goods and their transit through any country or territory; and
 - (b) deal with all customs formalities necessary for the export, import and transit of the Goods, and will bear the costs of complying with those formalities and all duties, taxes and other charges payable for export, import and transit.
- 6.9 Without prejudice to UKRI's statutory rights, UKRI will not be deemed to have accepted any Goods until it has had at least 14 Working Days after Delivery to inspect them and UKRI also has the right to reject any Goods as though they had not been accepted for 14 Working Days after any latent defect in the Goods has become apparent.
- 6.10 Without prejudice to clause 13.1, any access to UKRI's premises and any labour and equipment that may be provided by UKRI in connection with Delivery of the Goods shall be provided without acceptance by UKRI of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss or damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of UKRI, its servant or agent. The Supplier shall indemnify UKRI in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which UKRI may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of

Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or the Staff.

7 TITLE, RISK AND USE

7.1 Without prejudice to any other rights of UKRI, title and risk in the Goods shall pass to UKRI on completion of Delivery.

7.2 The Supplier warrants that:

- (a) it has full clear and unencumbered title to the Goods;
- (b) at the Delivery Date of any of the Goods it shall have full have unrestricted right, power and authority to sell, transfer and deliver all of the Goods to UKRI; and
- (c) on Delivery, UKRI shall acquire a valid and unencumbered title to the Goods.

8 REMEDIES

8.1 UKRI'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, UKRI 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 UKRI;
- (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 UKRI 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) UKRI 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 UKRI) of being notified by UKRI of the Notifiable Breach, submit a draft Remediation Plan to UKRI for approval. UKRI 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 UKRI for review within 3 Working Days (or as otherwise agreed by UKRI) of UKRI’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, UKRI 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 UKRI 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 for any additional costs, loss or expenses incurred by UKRI 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 UKRI OBLIGATIONS

9.1 UKRI shall:

- (a) provide the Supplier with reasonable access at reasonable times to UKRI'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 UKRI considers reasonably necessary for the purpose of providing the Goods and/or Services.

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 UKRI, 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. UKRI 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 UKRI 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 UKRI on or after the Delivery of the Goods or completion of the Services.
- 10.4 Each invoice shall include such supporting information required by UKRI 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, UKRI 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 UKRI agrees in writing to another payment method.
- 10.6 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 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, UKRI may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or

Services unless the Supplier is entitled to terminate 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 UKRI by the due date, then UKRI 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 UKRI in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

10.10 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part. If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Contract or under any other agreement or contract with UKRI.

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, UKRI 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 UKRI as a result of the Supplier's failure to account for or pay any taxes including any national insurance contributions.

12 UKRI PROPERTY

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

13 PREMISES

- 13.1 If, in connection with the supply of the Goods and/or Services, UKRI permits any Staff to have access to any of UKRI's premises, the Supplier will ensure that, whilst on UKRI's premises, the Staff comply with:
- (a) all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and
 - (b) any UKRI policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any UKRI laboratory, facility or equipment which is brought to their attention or given to them whilst they are on UKRI's premises by any employee or representative of UKRI.
- 13.2 All equipment, tools and vehicles brought onto UKRI's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 13.3 If the Supplier supplies all or any of the Goods and/or Services at or from UKRI's premises, on completion of the Goods and/or Services or termination or expiry of the Contract (whichever is the earlier) the Supplier shall vacate UKRI's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the

Goods and/or Services and leave UKRI's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to UKRI's premises or any objects contained on UKRI's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 13.4 If the Supplier supplies all or any of the Goods and/or Services at or from its premises or the premises of a third party, UKRI may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Goods and/or Services are supplied at or from the relevant premises.

14 STAFF AND KEY PERSONNEL

- 14.1 If UKRI believes that any of the Staff are unsuitable to undertake work in respect of the Contract, it may, by giving written notice to the Supplier:

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

and the Supplier shall comply with any such notice.

- 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 UKRI, or is of a type otherwise advised by UKRI (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, the Staff Vetting Procedures or otherwise) is employed or engaged in the provision of any part of the supply of the Goods and/or Services;
- (c) if requested, provide UKRI with a list of names and addresses (and any other relevant information) of all persons who may require admission to UKRI's premises in connection with the Contract; and

(d) procure that all Staff comply with any rules, regulations and requirements reasonably specified by UKRI.

14.3 Any Key Personnel shall not be released from supplying the Goods and/or Services without the agreement of UKRI, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

14.4 Any replacement to the Key Personnel shall be subject to the prior written agreement of UKRI (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Goods and/or Services.

15 TUPE

15.1 The Supplier warrants that the provision of the Goods and/or Services shall not give rise to a transfer of any employees of the Supplier or any third party to UKRI pursuant to TUPE

16 ASSIGNMENT AND SUB-CONTRACTING

16.1 The Supplier shall not without the written consent of UKRI assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Contract or any part of the Contract. UKRI may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

16.2 Where UKRI has consented to the placing of sub-contracts, the Supplier shall, at the request of UKRI, send copies of each sub-contract, to UKRI as soon as is reasonably practicable.

16.3 UKRI may (without any cost to or liability of UKRI) require the Supplier to replace any subcontractor where in the reasonable opinion of UKRI any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 (as amended) apply to the subcontractors.

16.4 UKRI may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

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 UKRI. If, and to the extent, that the ownership of any Intellectual Property Rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns ownership of such Intellectual Property Rights to UKRI by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights, all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).

- 17.2 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 17.3 The Supplier shall, promptly at the request of UKRI, do (or procure to be done) all such further acts and things and execute all such other documents as UKRI may from time to time require for the purpose of securing for UKRI the full benefit of the Contract, including all rights, title and interest in and to the Intellectual Property Rights assigned to UKRI in accordance with clause 17.1.
- 17.4 All Intellectual Property Rights in any materials provided by UKRI to the Supplier shall remain the property of UKRI. UKRI 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 UKRI to the Supplier;
 - (b) any Intellectual Property Rights in the materials created or developed by the Supplier pursuant to this Contract and any Intellectual Property Rights arising as a result of the provision of the Goods and/or Services,
- as required until termination or expiry of this Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.
- 17.5 Without prejudice to clause 17.1, the Supplier hereby grants UKRI a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- (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 UKRI 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, UKRI in full against all costs, claims, expenses, damages and losses (whether direct or indirect to include loss of profits, loss of business, depletion of good will and similar losses), including any interest, penalties, fines, legal and other professional fees and expenses awarded against or incurred or paid by UKRI as a result of or in connection with:

- (a) the Supplier's breach or negligent performance or non-performance of this Contract;
- (b) any claim brought against UKRI 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;
- (c) any claim **(limited to material changes to parts provided by Planet Ocean and partners)** made against UKRI 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 Not applicable for service an calibration of already purchased equipment.
- (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 £2 million per claim;
 - (b) loss, damage or destruction of any of UKRI's property under the custody and control of the Supplier, with a minimum sum insured of £5 million per claim;
 - (c) public liability insurance for not less than £5 million per claim;
 - (d) employer liability insurance for not less than £5 million per claim; and
 - (e) product liability insurance for not less than £5 million for claims arising from any single event.
- 19.2 On request from UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.
- 19.3 From the Commencement Date, the Supplier shall notify UKRI 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 UKRI,
- within five (5) days of such an incident occurring.
- 19.4 The Supplier shall keep UKRI 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 UKRI's entitlement under it; and
 - (b) notify UKRI 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, UKRI 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 UKRI shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by UKRI if and to the extent that it is caused by the negligence or wilful misconduct of UKRI or by breach by UKRI of its obligations under the Contract.
- 20.2 Subject to clause 20.6, UKRI 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 UKRI'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 UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed 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 Limit of Liability.

20.5 The Supplier's liability under the indemnity in clause 18.1(b), 29.1 and 27.2 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) breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
- (d) any other matter which, by law, may not be excluded or limited.

21 TERMINATION

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

- (a) such Charges or that part of the Charges for Goods which have been Delivered to UKRI or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund; and/or
- (b) such Charges or that part of the Charges for Services provided and a fair and reasonable portion of the Charges for work-in-progress in performing the Services at the time of termination,

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

21.2 UKRI may terminate the Contract at any time by notice in writing to the Supplier to take effect on any date falling at least 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.

21.3 UKRI 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 UKRI 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 UKRI if UKRI 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, 15, 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 UKRI all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, UKRI 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 UKRI and its representatives such access and assistance as required by UKRI 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 UKRI, 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 UKRI's election, destroy) all of UKRI's Materials in the Supplier's possession or control; and
- (d) give all reasonable assistance to UKRI and any incoming supplier of the Goods and/or Services (as applicable); and
- (e) return or destroy UKRI'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, UKRI 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 UKRI's rights of termination implied into the Contract by Public Contracts Regulations 2015 (as amended), in the event of a Public Procurement Termination Event, UKRI 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, UKRI 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 UKRI or such other entity as UKRI may specify; and
 - (b) Minimal disruption or inconvenience to UKRI or to UKRI'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 UKRI) 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 UKRI at the frequency and times specified by UKRI and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - (b) submit progress reports to UKRI at the times and in the format specified by UKRI .
- 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 UKRI. The Supplier shall on request afford UKRI and its representatives such access to those records as may be reasonably requested by UKRI in connection with the Contract.
- 23.3 **Not used**
- 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 to UKRI within 10 Working Days of a request from UKRI.

- 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 £10,000 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 UKRI in the format and frequency reasonably requested by UKRI; 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 UKRI 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 UKRI:
 - (i) on a confidential basis to the employees, agents, consultants and contractors of UKRI;
 - (ii) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which UKRI transfers or proposes to transfer all or any part of its business;
 - (iii) to the extent that UKRI (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (iv) in accordance with clause 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 UKRI 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.

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 UKRI 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. UKRI may consult with the Supplier to

inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA 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 UKRI.
- 26.2 UKRI shall be entitled to publicise this Contract in accordance with any legal obligation upon UKRI, 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 UKRI.

27 DATA PROTECTION

- 27.1 In this clause 27, the terms, “processing”, “data controller” and “data processor”, “data protection officer” “data subject” “personal data” “personal data breach” shall have the same meanings given to them under UK GDPR or the EU GDPR as the context requires.
- 27.2 The Supplier acknowledges the only Processing that it is authorised to do is listed in Schedule 7 (*Processing Personal Data*) by UKRI.
- 27.3 The Supplier shall notify UKRI immediately if it considers that any of UKRI’s instructions infringe the Data Protection Legislation.
- 27.4 The Supplier shall provide all reasonable assistance to UKRI in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of UKRI, include:
 - 27.4.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - 27.4.2 an assessment of the necessity and proportionality of the Processing in relation to the Goods and/or Services;
 - 27.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 27.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

27.5 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:

27.5.1 Process that Personal Data only in accordance with Schedule 7 (*Processing Personal Data*), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall notify UKRI before Processing the Personal Data unless prohibited by Law;

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

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

27.5.3 ensure that:

- a) the Supplier Staff do not Process Personal Data except in accordance with the Contract (and in particular Schedule 7 (*Processing Personal Data*));
- b) it uses all reasonable endeavours to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Supplier's duties under this Clauses 28 and 25;
 - (ii) are subject to appropriate confidentiality undertakings with the Supplier or any sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by UKRI or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

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

- a) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
- b) UKRI or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by UKRI which could include relevant parties entering into the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer Agreement

Addendum to the European Commission's SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time, as well as any additional measures determined by UKRI;

- c) the Data Subject (as defined by the Data Protection Act 2018) has enforceable rights and effective legal remedies;
- d) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist UKRI in meeting its obligations); and
- e) the Supplier complies with any reasonable instructions notified to it in advance by UKRI with respect to the Processing of the Personal Data;

27.5.5 where the Personal Data is subject to EU GDPR, not transfer Personal Data outside of the EU unless the prior written consent of UKRI has been obtained and the following conditions are fulfilled:

- a) the transfer is in accordance with Article 45 of the EU GDPR; or
- b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring Party;
- c) the Data Subject has enforceable rights and effective legal remedies;
- d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
- e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

27.5.6 at the written direction of UKRI, delete or return Personal Data (and any copies of it) to UKRI on termination of this Contract unless the Supplier is required by Law to retain the Personal Data.

- 27.6 Subject to Clause 28.7, the Supplier shall notify UKRI immediately if in relation to it Processing Personal Data under or in connection with this Contract it:
- 27.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 27.6.2 receives a request to rectify, block or erase any Personal Data;
 - 27.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 27.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - 27.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 27.6.6 becomes aware of a Personal Data Breach.
- 27.7 The Supplier's obligation to notify under Clause 28.6 shall include the provision of further information to UKRI, as details become available.
- 27.8 Taking into account the nature of the Processing, the Supplier shall provide UKRI with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 28.6 (and insofar as possible within the timescales reasonably required by UKRI) including by immediately providing:
- 27.8.1 UKRI with full details and copies of the complaint, communication or request;
 - 27.8.2 such assistance as is reasonably requested by UKRI to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 27.8.3 UKRI, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 27.8.4 assistance as requested by UKRI following any Personal Data Breach; and/or
 - 27.8.5 assistance as requested by UKRI with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by UKRI with the Information Commissioner's Office or any other regulatory authority.
- 27.9 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with Clause 28. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- 27.9.1 UKRI determines that the Processing is not occasional;

- 27.9.2 UKRI determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- 27.9.3 UKRI determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 27.10 The Supplier shall allow for audits of its Data Processing activity by UKRI or UKRI's designated auditor.
- 27.11 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 27.12 Before allowing any sub-processor to process any Personal Data related to the Contract, the Supplier must:
- 27.12.1 notify UKRI in writing of the intended sub-processor and processing;
 - 27.12.2 obtain the written consent of UKRI;
 - 27.12.3 enter into a written agreement with the sub-processor which give effect to the terms set out in this Clause 28 such that they apply to the sub-processor; and
 - 27.12.4 provide UKRI with such information regarding the sub-processor as UKRI may reasonably require.
- 27.13 To the extent that UKRI provides its consent pursuant to clause 28.12, the Supplier shall flow down the contractual obligations contained in this clause 28 to sub-processors. For the avoidance of doubt, the Supplier shall remain fully liable for all acts or omissions of any of its sub-processor.
- 27.14 UKRI may, at any time on not less than 30 Working Days' notice, revise this Clause 28 by replacing it with any applicable controller to Supplier standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 27.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. UKRI may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 27.2 Notwithstanding any other remedies available to UKRI, fully indemnify UKRI 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 UKRI suffering fines, loss or damages.

28 FREEDOM OF INFORMATION

- 28.1 The Supplier acknowledges that UKRI is subject to the requirements of FOIA and EIR and shall:
- (a) provide all necessary assistance and co-operation as reasonably requested by UKRI to enable UKRI to comply with its obligations under FOIA and EIR in relation to any Requests for Information relating to this Contract;
 - (b) transfer to UKRI 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 UKRI with a copy of all Information belonging to UKRI requested in the Request for Information which is in its possession or control in the form that UKRI requires within 5 Working Days (or such other period as UKRI may reasonably specify) of UKRI 's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by UKRI.
- 28.2 UKRI 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 UKRI 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 UKRI 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, UKRI 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 UKRI, UKRI 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 UKRI, UKRI'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 UKRI 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 UKRI, 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 UKRI 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 UKRI 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) UKRI's costs in finding a replacement supplier;
- (b) direct, indirect and consequential losses; and
- (c) any loss suffered by UKRI 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 UKRI from time to time.
- 30.2 UKRI 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 UKRI 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 UKRI 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 UKRI 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 4 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. If there is no Change Request signed by both parties, the content of that Change Notice shall not be deemed as agreed.
- (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.

See Schedule 3

Schedule 3 - Charges

- 1 Estimated Annual Charges for the Goods and/or Services shall be as set out in this Schedule 3.

Estimate for RMA

FOIA Section 43 Commercial

FOIA Section 43 Commercial



Schedule 4 - 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 UKRI 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

UK Research and Innovation

Planet Ocean Ltd

by:

by: FOIA Section 40 Personal Information

FOIA Section 40 Personal Information

Signature of authorised officer

Signature

FOIA Section 40 Personal Information

Name of authorised officer (please print)

Name of authorised person (please print)

21st November 2023

Date

Date

OPTIONAL CLAUSES

[Internal Guidance Note: The following clauses are provided as optional on the basis that they will not be required for all contracts. If a clause is required, it must be added to the main terms and conditions and this Optional Clauses section must be deleted.]

[Internal Guidance Note: If a liquidated damages clause is required and the level of liquidated damages have been calculated and agreed, UKRI may use the below clause as a starting point. The clause should be added as a new sub-clause under clause 8 (Remedies).]

Liquidated damages

8.6 If the Goods are not delivered on the Delivery Date and/or the Services are not provided by the applicable performance dates, UKRI may at its option claim or deduct [INSERT] per cent of the Charges of the Goods and/or Services for each week's delay in delivery by way of liquidated damages, up to a maximum of [INSERT] per cent of the total Charges of the Goods and/or Services. If UKRI exercises its rights under this clause 8.6, it shall not be entitled to any of the remedies set out in clause 8.2 or 8.4 in respect of the late Delivery of the Goods and/or late performance of the Services (but such remedies shall be available in respect of a breach of clauses 4.3 and 5).

[Internal Guidance Note: When engaging with an individual contractor, replace clause 11 (Taxation obligations of the Supplier) with this clause.]

11. TAXATION OBLIGATIONS OF THE SUPPLIER

11.1 The relationship between UKRI and the Supplier will be that of "independent contractor" which means that the Supplier is not an employee, worker, agent or partner of UKRI and the Supplier shall not give the impression that it is.

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

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

11.4 UKRI may, at any time during the Term or following the expiry or termination of this Contract, require the Supplier to provide information which demonstrates how the Supplier complies with its obligations under clauses 12.2 and 12.3 or confirm and provide evidence why those clauses do not apply to it. The Supplier shall provide such information and evidence within the timescales specified by UKRI. The provision of inadequate information or a failure to provide the information within the timescales specified, shall be considered a material breach of this Contract.

11.5 The Supplier shall be fully responsible for all its own tax including any national insurance contributions arising from supplying the Goods and/or Services.

11.6 The Supplier shall indemnify, and shall keep indemnified, UKRI 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 UKRI as a result of a breach by the Supplier of its obligations under clauses 12.2 and 12.3.

11.7 The Supplier's obligations under clauses 12.2, 12.3 and 12.6 shall survive the expiry or termination of this Contract.

11.8 UKRI may supply any information, including which it receives under this clause 12.8 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

SCHEDULE 6 TUPE

[Internal Guidance Note: Please seek advice from your Commercial Business Partner on the application of TUPE to your Contract who will in turn consult with the Legal Team.]

If TUPE will or may apply, replace clause 15.1 with the following alternative clause and then ensure you include the appropriate Schedule 6 provided below.

PLEASE NOTE: These Schedules must not be used for contracts where UKRI is transferring an existing (internal) service to a new Supplier, or UKRI is replacing an existing Supplier to whom UKRI (or a constituent research council) had outsourced the services previously. In such cases legal advice should be sought at the earliest opportunity before the procurement exercise is undertaken because specific provisions will be required to set out the respective obligations of the parties to any transferring employees and to ensure that UKRI complies with the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector.]

15.1 The parties shall comply with the terms of Schedule 6.

[Schedule 6 - Staff Transfer on Entry and Exit- use if TUPE will apply both on commencement and on termination]

[Schedule 6 - Staff Transfer on Exit Only – use if TUPE will not apply on commencement but may apply on termination]

Schedule 6: Staff Transfer (On Entry And Exit)

[Internal Guidance Note: Use This Schedule 6 where TUPE will apply both on commencement and on termination]

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Clause

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Annex

[\[Annex A Transferring Former Supplier Employees\]](#)

[\[Annex B List Of Notified Sub-Contractors\]](#)

1. Definitions

In this Schedule, the following definitions shall apply:

Employee Liabilities: all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

Employment Regulations: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;

Former Supplier: a supplier supplying services to UKRI before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);

Notified Sub-contractor: a Sub-contractor identified in 0 to whom Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;

Replacement Services: any services which are the same as or substantially similar to the Services following the expiry or termination in whole or in part of this Contract, whether those services are provided by UKRI internally and/or by any third party;

Replacement Sub-contractor: a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such Sub-contractor);

Replacement Supplier: any third party service provider of Services appointed by UKRI from time to time (or where UKRI is providing replacement Services for its own account, UKRI);

Relevant Transfer: a transfer of employment to which TUPE applies;

Relevant Transfer Date: in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

Service Transfer: any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;

Service Transfer Date: the date of a Service Transfer;

Staffing Information: in relation to all persons identified on the Supplier's Provisional Personnel List or Supplier's Final Personnel List, as the case may be, such information as UKRI may reasonably request (subject to all applicable provisions of the Data Protection Legislation, but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of TUPE;

Sub-Contractor: any person, including any Supplier Group Company, to whom the provision of any of the Services may be sub-contracted by the Supplier;

Supplier's Final Personnel List: a list provided by the Supplier of all Supplier Personnel who will transfer under TUPE on the Relevant Transfer Date;

Supplier Group Company: any company which is a subsidiary, subsidiary undertaking or holding company of the Supplier or any subsidiary or subsidiary

undertaking of any such holding company (within the meaning of the Companies Act 2006);

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

Supplier's Provisional Personnel List: a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

Transferring Former Supplier Employees: in relation to a Former Supplier, those employees of the Former Supplier to whom TUPE will apply on the Relevant Transfer Date [as contained in ANNEX A and accurate as at the date on which this Contract is signed by both Parties]; **[Internal Guidance Note: If the List of Transferring Former Supplier Employees is not being included with this Schedule 6 delete the wording in square brackets and Annex A]** and

Transferring Supplier Employees: those employees of the Supplier and/or the Supplier's Sub-contractors to whom TUPE will apply on the Service Transfer Date;

UKRI Group Company: company which is a subsidiary, subsidiary undertaking or holding company of UKRI or any subsidiary or subsidiary undertaking of any such holding company (within the meaning of the Companies Act 2006).

2. Interpretation

Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to UKRI, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

Transferring Former Supplier Employees at commencement of Services

3. Relevant Transfers

3.1 UKRI and the Supplier agree that:

- (a) the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- (b) as a result of the operation of TUPE, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of TUPE) shall have effect on and from the Relevant Transfer Date as

if originally made between the Supplier and/or Notified Sub-contractor and each such Transferring Former Supplier Employee.

- 3.2 UKRI shall procure that each Former Supplier shall comply with all its obligations under TUPE and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and UKRI shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.
- 3.3 Within 28 days after receiving written notice from UKRI of the relevant amounts, the Supplier shall pay to UKRI (or, as directed by UKRI, to any UKRI Group Company or any Previous Supplier) a sum equal to the outstanding balance as at the Relevant Transfer Date of any loan, salary advance or other indebtedness of any Employee due to UKRI (or any UKRI Group Company or any Previous Supplier) immediately prior to the Relevant Transfer Date and the rights and liabilities in respect of such loans, salary advances or indebtedness shall transfer from UKRI (or any UKRI Group Company or any Previous Supplier) to the Supplier on the Relevant Transfer Date.

4. Former Supplier indemnities

- 4.1 Subject to paragraph 4.2, UKRI shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in TUPE) arising from or as a result of:
- (a) any act or omission by the Former Supplier arising before the Relevant Transfer Date;
 - (b) the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
 - (c) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (i) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that TUPE applied so as to transfer their employment from the Former Supplier to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- (d) a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- (e) any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of this Contract and/or TUPE; and
- (f) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of TUPE, except to the extent that the liability arises from the failure by the Supplier or any Sub-contractor to comply with regulation 13(4) of TUPE.

4.2 The indemnities in paragraph 4.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor (whether or not a Notified Sub-contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Supplier or any Sub-contractor to occur in the period from (and including) the Relevant Transfer Date; or
- (b) arising from the failure by the Supplier and/or any Sub-contractor to comply with its obligations under TUPE.

4.3 If any person who is not identified by UKRI as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by UKRI as a Transferring Former Supplier Employee, that their contract of employment has been

transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to TUPE then:

- (a) the Supplier shall, or shall procure that the Notified Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to UKRI and, where required by UKRI, to the Former Supplier; and
- (b) the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

4.4 If an offer referred to in paragraph 4.3(b) is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or UKRI, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from their employment or alleged employment.

4.5 If by the end of the 15 Working Day period specified in paragraph 4.3(b):

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-contractor may within five Working Days give notice to terminate the employment or alleged employment of such person.

4.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of paragraph 4.3 to paragraph 4.5 and in accordance with all applicable proper employment procedures set out in Law, UKRI shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 4.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

4.7 The indemnity in paragraph 4.6:

- (a) shall not apply to:
 - (i) in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or

- (ii) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-contractor neglected to follow a fair dismissal procedure; and
 - (b) shall apply only where the notification referred to in paragraph 4.3(a) is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to UKRI and, if applicable, the Former Supplier, within six months of the Commencement Date.
- 4.8 If any such person as is described in paragraph 4.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-contractor within the time scales set out in paragraph 4.5, such person shall be treated as having transferred to the Supplier or Notified Sub-contractor and the Supplier shall, or shall procure that the Notified Sub-contractor shall, comply with such obligations as may be imposed upon it under the Law.

5. Supplier indemnities and obligations

- 5.1 Subject to paragraph 5.2, the Supplier shall indemnify UKRI and/or the Former Supplier against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in TUPE) arising from or as a result of:
- (a) any act or omission by the Supplier or any Sub-contractor whether occurring before, on or after the Relevant Transfer Date;
 - (b) the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - (ii) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
 - (c) any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - (d) any proposal by the Supplier or a Sub-contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of

TUPE) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

- (e) any statement communicated to or action undertaken by the Supplier or a Sub-contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with UKRI and/or the Former Supplier in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer their employment from the Former Supplier to the Supplier or a Sub-contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- (g) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date; and
- (h) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to obligations under regulation 13 of TUPE, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of TUPE.
- (i) a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 4.8 above.

5.2 The indemnities in paragraph 5.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under TUPE.

5.3 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under TUPE (including without limitation its obligation to inform

and consult in accordance with regulation 13 of TUPE) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

- 5.4 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this paragraph 5, to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Supplier or UKRI in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 5.5 Despite paragraph 5.4, it is expressly agreed that the parties may by agreement rescind or vary any terms of this Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

6. Information

The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to UKRI and/or at UKRI's direction, the Former Supplier, in writing such information as is necessary to enable UKRI and/or the Former Supplier to carry out their respective duties under regulation 13 of TUPE. UKRI shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-contractor to carry out their respective duties under regulation 13 of TUPE.

7. Procurement obligations

Notwithstanding any other provisions of this Schedule, where in this Schedule UKRI accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that UKRI's contract with the Former Supplier contains a contractual right in that regard which UKRI may enforce, or otherwise so that it requires only that UKRI must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Pensions

8. Employer obligation under pensions legislation

The Supplier shall comply with the requirements of Part 1 of the Pensions Act 2008, sections 257 and 258 of the Pensions Act 2004, and the Transfer of Employment (Pension Protection) Regulations 2005.

Employment exit provisions

9. Pre-service transfer obligations

- 9.1 The Supplier agrees that within 20 Working Days of the earliest of:
- (a) receipt of a notification from UKRI of a Service Transfer or intended Service Transfer;
 - (b) receipt of the giving of notice of early termination or any termination in part of this Contract;
 - (c) the date which is 12 months before the end of the Term; and
 - (d) receipt of a written request of UKRI at any time (provided that UKRI shall only be entitled to make one such request in any six month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Personnel List and it shall provide an updated Supplier's Provisional Personnel List at such intervals as are reasonably requested by UKRI.

- 9.2 At least 28 Working Days prior to the Service Transfer Date, the Supplier shall provide to UKRI or at the direction of UKRI to any Replacement Supplier and/or any Replacement Sub-contractor:
- (a) the Supplier's Final Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
 - (b) the Staffing Information in relation to the Supplier's Final Personnel List (insofar as such information has not previously been provided).
- 9.3 UKRI shall be permitted to use and disclose information provided by the Supplier under paragraph 6.1 and paragraph 6.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 9.4 The Supplier warrants, for the benefit of UKRI, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to paragraph 6.1 and paragraph 6.2 shall be true and accurate in all material respects at the time of providing the information.
- 9.5 From the date of the earliest event referred to in paragraph 6.1, paragraph 6.1(a) and paragraph 6.1(b), the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Personnel List and shall not without the approval of UKRI (not to be unreasonably withheld or delayed):
- (a) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Personnel List other than where any replacement is of equivalent grade,

skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace;

- (b) make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);
- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Personnel List;
- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (f) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, UKRI or, at the direction of UKRI, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Personnel List regardless of when such notice takes effect.

9.6 During the Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to UKRI any information UKRI may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services; and
- (c) a description of the nature of the work undertaken by each employee by location.

9.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to UKRI, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to UKRI or, at the direction of UKRI, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in

respect of each person on the Supplier's Final Personnel List who is a Transferring Supplier Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

10. TUPE exit provisions

- 10.1 UKRI and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination in whole or in part of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which TUPE will apply. UKRI and the Supplier further agree that, as a result of the operation of TUPE, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of TUPE) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 10.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under TUPE in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-contractor.
- 10.3 Subject to paragraph 7.4, the Supplier shall indemnify UKRI and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in TUPE) arising from or as a result of:

- (a) any act or omission of the Supplier or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
- (b) the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer their employment from the Supplier to UKRI and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- (e) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- (f) any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee for whom it is alleged UKRI and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of this Contract and/or TUPE; and
- (g) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of

TUPE, except to the extent that the liability arises from the failure by UKRI and/or Replacement Supplier to comply with regulation 13(4) of TUPE.

10.4 The indemnities in paragraph 7.2 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
- (b) arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under TUPE.

10.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that their contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to TUPE, then:

- (a) UKRI shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- (b) the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

10.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, UKRI shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from their employment or alleged employment.

10.7 If after the 15 Working Day period specified in paragraph 7.5(a) has elapsed:

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

UKRI shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may within five Working Days give notice to terminate the employment or alleged employment of such person.

- 10.8 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of paragraph 7.5 to paragraph 7.6, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 7.6 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 10.9 The indemnity in paragraph 7.8:
- (a) shall not apply to:
 - (i) in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or
 - (ii) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and
 - (b) shall apply only where the notification referred to in paragraph 7.5 is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within six months of the Service Transfer Date.
- 10.10 If any such person as is described in paragraph 7.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in paragraph 7.5 to paragraph 7.6, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.
- 10.11 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under TUPE and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
- (a) the Supplier and/or any Sub-contractor; and
 - (b) the Replacement Supplier and/or the Replacement Sub-contractor.

10.12 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to UKRI and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable UKRI, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of TUPE. UKRI shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of TUPE.

10.13 Subject to paragraph 7.13(j), UKRI shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in TUPE) of any Transferring Supplier Employee) arising from or as a result of:

- (a) any act or omission of the Replacement Supplier and/or Replacement Sub-contractor;
- (b) the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- (d) any proposal by the Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of TUPE) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer their employment from the Supplier or Sub-contractor, to the Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- (g) a failure of the Replacement Supplier or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-contractor in relation to obligations under regulation 13 of TUPE.

10.14 The indemnities in paragraph 7.12 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under TUPE.

ANNEX A [Transferring Former Supplier Employees]

[Internal Guidance Note: If the List of Transferring Former Supplier Employees is not being included with this Schedule 6 delete this Annex A and the wording in square brackets in the Definitions section of this Schedule 6]

[insert]

ANNEX B [List of Notified Sub-contractors]

[Internal Guidance Note: If there are no Notified Sub-contractors insert 'N/A' here]

[insert or N/A]

Schedule 6: Staff Transfer (On Exit Only)

[Internal Guidance Note: Use This Schedule 6 where TUPE will not apply on commencement but may apply on termination]

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Clause

1. Definitions
2. Interpretation
3. Procedure in the event of transfer
4. Indemnities
5. Procurement obligations
6. Pre-service transfer obligations
7. TUPE exit provisions

1. Definitions

In this Schedule, the following definitions shall apply:

Employee Liabilities: all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;

Former Supplier: a supplier supplying services to UKRI before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);

Relevant Transfer: a transfer of employment to which TUPE applies;

Relevant Transfer Date: in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

Replacement Services: any services which are the same as or substantially similar to the Services following the expiry or termination in whole or in part of this Contract, whether those services are provided by UKRI internally and/or by any third party;

Replacement Supplier: any third party service provider of Replacement Services appointed by UKRI from time to time (or where UKRI is providing replacement Services for its own account, UKRI);

Replacement Sub-contractor: a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such Sub-contractor);

Service Transfer: any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;

Service Transfer Date: the date of a Service Transfer;

Staffing Information: in relation to all persons identified on the Supplier's Provisional Personnel List or Supplier's Final Personnel List, as the case may be, such information as UKRI may reasonably request (subject to all applicable provisions of the DPA 1998), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of TUPE;

Sub-Contractor: any person, including any Supplier Group Company, to whom the provision of any of the Services may be sub-contracted by the Supplier;

Supplier Group Company: any company which is a subsidiary, subsidiary undertaking or holding company of the Supplier or any subsidiary or subsidiary undertaking of any such holding company (within the meaning of the Companies Act 2006);

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

Supplier's Final Personnel List: a list provided by the Supplier of all Supplier Personnel who will transfer under TUPE on the Relevant Transfer Date;

Supplier's Provisional Personnel List: a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

Transferring Supplier Employees: those employees of the Supplier and/or the Supplier's Sub-contractors to whom TUPE will apply on the Service Transfer Date;

UKRI Group Company: company which is a subsidiary, subsidiary undertaking or holding company of UKRI or any subsidiary or subsidiary undertaking of any such holding company (within the meaning of the Companies Act 2006).

2. Interpretation

Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to UKRI, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

No transfer of employees at commencement of Services

3. Procedure in the event of transfer

3.1 UKRI and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of UKRI and/or any Former Supplier.

3.2 If any employee of UKRI and/or a Former Supplier claims, or it is determined in relation to any employee of UKRI and/or a Former Supplier, that his/her contract of employment has been transferred from UKRI and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to TUPE then:

- (a) the Supplier shall, and shall procure that the relevant Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to UKRI and, where required by UKRI, give notice to the Former Supplier; and
- (b) UKRI and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as UKRI or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

3.3 If an offer referred to in clause 3.2(a) is accepted (or if the situation has otherwise been resolved by UKRI and/or the Former Supplier), the Supplier shall, or shall procure that

the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

3.4 If by the end of the 15 Working Day period specified in clause 3.2(a):

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved,

the Supplier and/or the Sub-contractor may within five Working Days give notice to terminate the employment or alleged employment of such person.

4. Indemnities

4.1 Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of clause 3.1 to clause 3.3 and in accordance with all applicable employment procedures set out in applicable Law and subject also to clause 4.3, UKRI shall:

- (a) indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of UKRI referred to in clause 3.1 made pursuant to the provisions of clause 3.3 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- (b) procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier made pursuant to the provisions of clause 3.3 provided that the Supplier takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

4.2 If any such person as is described in clause 3.1 is neither re employed by UKRI and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-contractor within the 15 Working Day period referred to in clause 3.3 such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.

4.3 Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to clause 4.1(b), all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify UKRI and any Former Supplier, and shall procure that the Sub-contractor shall indemnify UKRI and any

Former Supplier, against any Employee *Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.*

4.4 The indemnities in clause 4.1:

- (a) shall not apply to:
 - (i) in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or
 - (ii) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure; and
- (b) shall apply only where the notification referred to in clause 3.2(a) is made by the Supplier and/or any Sub-contractor to UKRI and, if applicable, Former Supplier within six months of the Effective Date.

5. Procurement obligations

Where in this schedule UKRI accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that UKRI's contract with the Former Supplier contains a contractual right in that regard which UKRI may enforce, or otherwise so that it requires only that UKRI must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Employment exit provisions

6. Pre-service transfer obligations

6.1 The Supplier agrees that within 20 Working Days of the earliest of

- (a) receipt of a notification from UKRI of a Service Transfer or intended Service Transfer;
- (b) receipt of the giving of notice of early termination or any termination in part of this Contract;
- (c) the date which is 12 months before the end of the Term; and
- (d) receipt of a written request of UKRI at any time (provided that UKRI shall only be entitled to make one such request in any six month period),

It shall provide in a suitably anonymised format so as to comply with the DPA 1998, the Supplier's Provisional Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Personnel List and it shall provide an updated Supplier's Provisional Personnel List at such intervals as are reasonably requested by UKRI.

- 6.2 At least 28 Working Days prior to the Service Transfer Date, the Supplier shall provide to UKRI or at the direction of UKRI to any Replacement Supplier and/or any Replacement Sub-contractor:
- (a) the Supplier's Final Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
 - (b) the Staffing Information in relation to the Supplier's Final Personnel List (insofar as such information has not previously been provided).
- 6.3 UKRI shall be permitted to use and disclose information provided by the Supplier under clause 6.1 and clause 6.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 6.4 The Supplier warrants, for the benefit of UKRI, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to clause 6.1 and clause 6.2 shall be true and accurate in all material respects at the time of providing the information.
- 6.5 From the date of the earliest event referred to in clause 6.1, clause 6.1(a) and clause 6.1(b), the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Personnel List and shall not without the approval of UKRI (not to be unreasonably withheld or delayed):
- (a) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
 - (b) make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);
 - (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
 - (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Personnel List;
 - (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
 - (f) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, UKRI or, at the direction of UKRI, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Personnel List regardless of when such notice takes effect.

6.6 During the Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to UKRI any information UKRI may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services; and
- (c) a description of the nature of the work undertaken by each employee by location.

6.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to UKRI, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to UKRI or, at the direction of UKRI, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Personnel List who is a Transferring Supplier Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

7. TUPE exit provisions

7.1 UKRI and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or termination in part of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which TUPE will apply. UKRI and the Supplier further agree that, as a result of the operation of TUPE, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring

Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of TUPE) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

- 7.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under TUPE in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-contractor.
- 7.3 Subject to clause 7.4, the Supplier shall indemnify UKRI and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in TUPE) arising from or as a result of:
- (a) any act or omission of the Supplier or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
 - (i) the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (ii) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
 - (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (iii) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

- (iv) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his/her employment from the Supplier to UKRI and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- (e) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- (f) any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee for whom it is alleged UKRI and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of this Contract and/or TUPE and
- (g) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of TUPE, except to the extent that the liability arises from the failure by UKRI and/or Replacement Supplier to comply with regulation 13(4) of TUPE.

7.4 The indemnities in clause 7.2 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
- (b) arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under TUPE.

7.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract

of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to TUPE, then:

- (a) UKRI shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- (b) the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

7.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, UKRI shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

7.7 If after the 15 Working Day period specified in clause 7.5(a) has elapsed:

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

UKRI shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may within five Working Days give notice to terminate the employment or alleged employment of such person.

7.8 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of clause 7.5 to clause 7.6, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of clause 7.6 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

7.9 The indemnity in clause 7.8:

- (a) shall not apply to:
 - (v) in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or

- (vi) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and
 - (b) shall apply only where the notification referred to in clause 7.5 is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within six months of the Service Transfer Date.
- 7.10 If any such person as is described in clause 7.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in clause 7.5 to clause 7.6, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.
- 7.11 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under TUPE and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
 - (a) the Supplier and/or any Sub-contractor; and
 - (b) the Replacement Supplier and/or the Replacement Sub-contractor.
- 7.12 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to UKRI and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable UKRI, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of TUPE. UKRI shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of TUPE.
- 7.13 Subject to clause 7.13(j), UKRI shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier

Employee (or, where applicable any employee representative (as defined in TUPE) of any Transferring Supplier Employee) arising from or as a result of:

- (a) any act or omission of the Replacement Supplier and/or Replacement Sub-contractor;
- (b) the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;

- (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- (d) any proposal by the Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of TUPE) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (g) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
- (h) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his/her employment from the Supplier or Sub-contractor, to the Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- (i) a failure of the Replacement Supplier or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period from (and including) the Service Transfer Date; and
- (j) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-contractor in relation to obligations under regulation 13 of TUPE.

7.14 The indemnities in clause 7.12 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under TUPE.

Schedule 7 - Processing Personal Data

1. This Schedule shall be completed by UKRI, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with UKRI at its absolute discretion.
 - 1.1 The contact details of the UKRI's Data Protection Officer are: **[Insert Contact details]**
 - 1.2 The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]**
 - 1.3 The Supplier shall comply with any further written instructions with respect to Processing by UKRI.
 - 1.4 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller for each Category of Personal Data	<p>UKRI is Controller and the Supplier is the Processor</p> <p>The Parties acknowledge that in accordance with Clause 27 and for the purposes of the Data Protection Legislation, UKRI is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by UKRI] In the event of Joint Controllers consult with the Data Governance Team appropriate wording.
Duration of the Processing	[INSERT Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[INSERT] Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p><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) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>

Type of Personal Data	[INSERT] Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]
Categories of Data Subject	[INSERT] Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	[INSERT] Describe how long the data will be retained for, how it be returned or destroyed]
Locations at which the Supplier and/or its sub-processors process Personal Data under this Contract	[Clearly identify each location]
Protective Measures that the Supplier and, where applicable, its sub-processors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	[Please be as specific as possible]

Schedule 8 - Cyber Security and Security Definitions

23.3 The parties shall comply with their obligations at Schedule 8 in relation to the application Cyber Security.

The following definitions shall apply in this Schedule 8

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the British Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at:
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	https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Award Form
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.
"Breach of Security"	<p>the occurrence of:</p> <p>any unauthorised access to or use of the Goods and/or Services, UKRI sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the UKRI Data) used by UKRI and/or the Supplier in connection with this Contract; and/or</p> <p>the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the UKRI Data), including any copies of such information or data, used by UKRI and/or the Supplier in connection with this Contract,</p> <p>in either case as more particularly set out in the Security Policy where UKRI has required compliance there with in accordance with clause 0;</p>
"Security Management Plan"	the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to UKRI and as updated from time to time.
"UKRI Data"	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of UKRI's Confidential Information, and which:</p> <p>(a) are supplied to the Supplier by or on behalf of UKRI; or</p> <p>(b) the Supplier is required to generate, process, store or transmit pursuant to the Contract;</p>

46.1 Where UKRI requires that the Supplier provide a Cyber Essentials Certificate and/or be certified as compliant with ISO/IEC 27001 (at least ISO/IEC 27001:2013) by a UK accredited service approved certification body (or is included within the scope of an

existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013)) prior to the Commencement Date the Supplier shall provide a valid copy of each such certificate of compliance to UKRI. Where the Supplier fails to comply with this clause **Error! Reference source not found.** it shall be prohibited from commencing the provision of Goods and/or Services under the Contract until such time as the Supplier has evidenced to UKRI its compliance with this clause 46.1.

- 46.2 Where the Supplier continues to Process Cyber Essentials Scheme Data during the Term of the Contract the Supplier shall deliver to UKRI evidence of renewal of certification on each anniversary of the first applicable certificate obtained by the Supplier under clause 46.1.
- 46.3 Where the Supplier is due to Process Cyber Essentials Scheme Data after the Start date of the Contract but before the end of the Term, the Supplier shall deliver to UKRI evidence of:
- 46.3.1 a valid and current Cyber Essentials Certificate or ISO/IEC 27001 (at least ISO/IEC 27001:2013) certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and
 - 46.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate or ISO/IEC 27001 (at least ISO/IEC 27001:2013) certificate obtained by the Supplier under clause 46.3.
- 46.4 In the event that the Supplier fails to comply with clauses 46.2 or 46.3 (as applicable), UKRI reserves the right to terminate this Contract for material breach pursuant to clause 22.3 (b).
- 46.5 The Supplier shall ensure that each sub-processor and/or Suppliers Associate who Process UKRI Data is certified as compliant with Cyber Essentials Plus or be certified as compliant with ISO/IEC 27001 (at least ISO/IEC 27001:2013) by a UK accredited service approved certification body (or is included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013)) and provide UKRI with a copy of each such certificate before the same Process UKRI Data.
- 47.1 The Supplier shall (and further ensure any sub-processor) install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of a system which may process UKRI Data and shall ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the system to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into any such system, to identify, contain the spread of and minimise the impact of Malicious Software. If Malicious Software is found, the parties shall cooperate to reduce the effect of the Malicious Software and particularly if Malicious Software causes loss of operational efficiency or loss or corruption of UKRI Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 47.2 The Supplier shall comply with the requirements in this clause 47 in respect of the Security Management Plan. Where specified by UKRI it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 47.3 Where the Security Policy applies UKRI shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 47.4 If the supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Goods and/or Services it may propose a variation to UKRI. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to clause 37.6.
- 47.5 The Supplier acknowledges that UKRI places great emphasis on the reliability of the performance of the Goods and/or Services, confidentiality, integrity and availability of information and consequently on security.

- 47.6 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 47.6.1 is in accordance with applicable law and this Contract;
 - 47.6.2 as a minimum demonstrates Good Industry Practice;
 - 47.6.3 meets any specific security threats of immediate relevance to the Goods and/or Services and/or UKRI data; and
 - 47.6.4 where specified by UKRI in accordance with clause 47.2 complies with the Security Policy and the ICT Policy.
- 47.7 The references to standards, guidance and policies contained or set out in clause 47.6 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 47.8 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify UKRI of such inconsistency immediately upon becoming aware of the same, and UKRI shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.
- 47.9 The Supplier shall develop and maintain a Security Management Plan in accordance with this clause 47. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.
- 47.10 The Security Management Plan shall:
- 47.10.1 comply with the principles of security set out in clauses 47.2-47.8 inclusive and any other provisions of this Contract relevant to security;
 - 47.10.2 identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - 47.10.3 detail the process for managing any security risks from subcontractors and third parties authorised by UKRI with access to the Goods and/or Services, processes associated with the provision of the Goods and/or Services, UKRI premises and sites and any ICT, Information and data (including UKRI's Confidential Information and the UKRI Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Goods and/or Services;
 - 47.10.4 be developed to protect all aspects of the Goods and/or Services and all processes associated with the provision of the Goods and/or Services, including UKRI premises, sites and any ICT, Information and data (including UKRI's Confidential Information and the UKRI Data) to the extent used by UKRI or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Goods and/or Services;
 - 47.10.5 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Goods and/or Services and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Goods and/or Services comply with the provisions of this Contract;
 - 47.10.5 set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with the Security Policy as set out in clause 47.2; and
 - 47.10.6 be written in plain English in language which is readily comprehensible to the staff of the Supplier and UKRI engaged in the provision of the Goods and/or

Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this clause 47.

- 47.11 Within twenty (20) Working Days after the Start Date and in accordance with clause 47.15, the Supplier shall prepare and deliver to UKRI for approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 47.12 If the Security Management Plan submitted to UKRI in accordance with clause 47.11, or any subsequent revision to it in accordance with clause 47.15, is approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this clause 47. If the Security Management Plan is not approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from UKRI and re-submit to UKRI for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to UKRI. If UKRI does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the clause 33 (Dispute Resolution).
- 47.13 UKRI shall not unreasonably withhold or delay its decision to approve or not the Security Management Plan pursuant to clause 47.11. However, a refusal by UKRI to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in clause 47.10 shall be deemed to be reasonable.
- 47.14 Approval by UKRI of the Security Management Plan or any change to the Security Management Plan shall not relieve the Supplier of its obligations under this clause 47.
- 47.15 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - 47.15.1 emerging changes in Good Industry Practice;
 - 47.15.2 any change or proposed change to the Goods and/or Services and/or associated processes;
 - 47.15.3 where necessary in accordance with clause 47.8, any change to the Security Policy;
 - 47.15.4 any new perceived or changed security threats; and
 - 47.15.5 any reasonable change in requirements requested by UKRI.
- 47.16 The Supplier shall provide UKRI with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to UKRI. The results of the review shall include:
 - 47.16.1 suggested improvements to the effectiveness of the Security Management Plan;
 - 47.16.2 updates to the risk assessments; and
 - 47.16.3 suggested improvements in measuring the effectiveness of controls.

- 47.17 Any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with clause 47.15, a request by UKRI or otherwise) shall be subject to clause 37.6.
- 47.18 Any Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 47.19 Any prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in clause 47.18, the Supplier shall:
- 47.19.1 immediately use all reasonable endeavours (which shall include any action or changes reasonably required by UKRI) necessary to:
 - 47.19.1.1 minimise the extent of actual or potential harm caused by any Breach of Security;
 - 47.19.1.2 remedy such Breach of Security to the extent possible and protect the integrity of UKRI and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - 47.19.1.3 prevent an equivalent breach in the future exploiting the same cause failure; and
 - 47.19.1.4 as soon as reasonably practicable provide to UKRI, where UKRI so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by UKRI.
- 47.20 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with clause 47.2) or the requirements of this clause 47, then any required change to the Security Management Plan shall be at no cost to UKRI.
- 47.20 Clauses 46.1, 46.2, 46.3, 46.4, 46.5 and 47.1 shall survive termination or expiry of this Contract.