



**UK Research
and Innovation**

**Teledyne ISCO
4700 Superior Street
Lincoln
NE 68504
USA**

Attn: [REDACTED]
By email to: isco.orders@teledyne.com
cc. [REDACTED]@teledyne.com

Date: 28th February 2025
Your ref:
Our ref: UKRI-4724

Dear Sirs,

Award of 2025-2028 Call-off Agreement for Supply of ISCO Syringe pumps & associated spare parts

Following your proposal for the supply of ISCO syringe pumps and associated spare parts to UKRI-BGS (2025-2028), we are pleased to award this contract to you.

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

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) **Teledyne ISCO**, a company incorporated and registered in United States, whose registered office is at 4700 Superior Street, Lincoln NE 68504 USA (the "**Supplier**").

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

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

Term

- 1 Commencement Date: 28th February 2025
- 2 Expiry Date: 31st December 2028
- 3 Not used

Description of Goods and/or Services

- 4 The Specification of the Goods and/or Services to be purchased during the Term, on an as required basis, against individual Purchase Orders, capped at total value £300,000 including all charges, are to be delivered is as set out in Schedule 2.

Charges & Payment

- 5 The Charges for the Goods and/or Services shall be Delivered Duty Paid, Keyworth Nottingham (DDP, INCO Terms 2010) and as set out in Schedule 3.
- 6 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to UK Research and Innovation c/o UKSBS Ltd, Polaris House, North Star Avenue, Swindon SN2 1FF.

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

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

Insurances

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

Notices

- 10 The address for notices of the Parties are:

UKRI

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

Attention: [REDACTED]
Commercial Business Partner - BGS

Email: commercial@ukri.org

Teledyne ISCO

4700 Superior Street, Lincoln, NE 68504, USA

Attention: [REDACTED] -
Business Development
(Midlands).

Email: [REDACTED]@teledyne.com
cc. orders.isco@teledyne.com

Liaison & Disputes

11. For general liaison your contact will continue to be [REDACTED]
[REDACTED] or, in their absence, [REDACTED]
[REDACTED]
[REDACTED]

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

(c) Stage 1 escalation:

UKRI: [redacted] commercial@ukri.org

Teledyne ISO: [redacted] isco.orders@teledyne.com

(d) Stage 2 escalation:

UKRI: UKRI Head of Commercial commercial@ukri.org

Teledyne ISO: [redacted] [redacted] [@teledyne.com](mailto:[redacted]@teledyne.com)

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services.

Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to [redacted] [redacted]. No other form of acknowledgement will be accepted. Please remember to quote the reference number **UKRI-4724** above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of **United [redacted] Research and Innovation**

Signature:

[redacted signature]

Name:

[redacted]

Position:

...Procurement Manager.....

Date:

...07 March 2025.....

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

Signed for and on [redacted]

[redacted]

[redacted]

Name:

[redacted] [redacted]

Position:

CBU Contracts Lead, Sr. Contracts Manager

Date:

3 March 2025

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 (e) above (howsoever made);

but not including any information which:

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

Contract: means the contract between 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 Schedule 4 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.
- 10.11 The Supplier shall be fully responsible for all its own tax including any national insurance contributions arising from supplying the Goods and/or Services.
- 10.12 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.

11 UKRI PROPERTY

- 11.1 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.
- 11.2 UKRI's Materials shall be returned promptly to UKRI on expiry or termination of the Contract.
- 11.3 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.

12 PREMISES

- 12.1 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.
- 12.2 All equipment, tools and vehicles brought onto UKRI's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 12.3 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.

- 12.4 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.

13 STAFF AND KEY PERSONNEL

- 13.1 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.

- 13.2 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.

13.3 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.

13.4 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.

14 ASSIGNMENT AND SUB-CONTRACTING

14.1 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.

14.2 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.

14.3 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.

14.4 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.

15 INTELLECTUAL PROPERTY RIGHTS

15.1 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).

15.2 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.

15.3 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.

15.4 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.

15.5 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.

16 INDEMNITY

16.1 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 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
- (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.

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

16.3 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.
- 16.4 On request from UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.
- 16.5 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.
- 16.6 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.
- 16.7 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.
- 16.8 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.
- 16.9 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.
- 16.10 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.

17 LIABILITY

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 The Supplier's liability under the indemnity in clause 18.1(b), 29.1 and 27.7 shall be unlimited.
- 17.6 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.

18 TERMINATION

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

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

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

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

18.3 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.

18.4 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.

18.5 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.

18.6 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under 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.

18.7 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.

19 DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.

19.6 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.

19.7 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.

20 GOVERNANCE AND RECORDS

20.1 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 .

20.2 **Not used**

20.3 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.

20.4 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.

20.5 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.

21 CONFIDENTIAL INFORMATION

21.1 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.

21.2 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.

21.3 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.

22 TRANSPARENCY

22.1 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.

23 PUBLICITY

23.1 The Supplier shall not make any press announcements or publicise this Contract in any way without prior written consent from UKRI.

23.2 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.

23.3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of UKRI.

24 DATA PROTECTION

24.1 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.
- 24.2 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.

25 FREEDOM OF INFORMATION

- 25.1 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.
- 25.2 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,
- 25.3 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.
- 25.4 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.
- 25.5 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.

26 CORRUPTION

26.1 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.

26.2 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.

26.3 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).

27 MODERN SLAVERY ACT 2015

- 27.1 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.
- 27.2 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).

28 FORCE MAJEURE

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.

29 DISPUTE RESOLUTION

- 29.1 The Parties agree to co-operate with each other in an amicable manner with a view to achieving the successful implementation of this Contract.
- 29.2 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.
- 29.3 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.
- 29.4 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.
- 29.5 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.
- 29.6 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.

30 CHANGE CONTROL PROCEDURE

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

- (a) the Party requesting the change will deliver a “Change Request” (in the form (or substantially in the same form) contained in Schedule 5 to this Contract) which describes:
 - (i) the nature of the change;
 - (ii) the reason for the change;
 - (iii) the effect that the requested change will have on the scope or Specification for the Services; and
 - (iv) any change to the Charges and the Term.
- (b) Upon receipt of a Change Request, the receiving Party’s authorised representative will contact his/ her counterpart within 5 working days to discuss and agree the Change Request. The parties will negotiate the proposed changes to the Contract in good faith and agree a timeline in which to finalise the Change Notice.
- (c) Neither party is obliged to agree to a Change Request, but if the parties do agree to implement such a Change Request, the appropriate authorised representatives of both parties will sign the Change Request which will be effective from the date set out in the Change Request. 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.

31 ENTIRE AGREEMENT

31.1 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.

32 NOTICES

32.1 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.

32.2 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.

32.3 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.

33 GENERAL

33.1 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.

33.2 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.

33.3 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.

- 33.4 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.
- 33.5 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.
- 33.6 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.

34 GOVERNING LAW AND JURISDICTION.

- 34.1 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. Purchase Orders will be placed against the terms & conditions of the Contract up to a maximum total value of £300,000.00
2. The Suppliers shall provide the Goods and/or Services Delivered Duty Paid, Keyworth, Nottingham (DDP, INCO Terms 2010), in accordance with this Schedule 2.
3. Quotes for additional individual items will be requested ad hoc, and added to this Contract, as appropriate, as and when required, over the course of the Contract Term.
4. The initial overall requirement will be for the supply of syringe pumps and associated spare parts to the BGS, comprising the following:

Item	ALL ISCO Syringe Pump Catalog Items
	Prices Effective January 1, 2025
29071408	PeriXus, Norprene pump tubing
601247141	Continuous Flow Dual Air Valve Package for 100HLf
601247143	1000HLf Dual Air Valve Package - Hastelloy
601247148	500HLf Dual Air Valve Package - Hastelloy
601247190	Hi Temp / Hi Acc Conversion Kit
601267011	Single Electric Valve (1/8 inch valve) auto-refill/outlet package for SyriXus 1000x, 500x, and 260x.
601267013	Single air valve (1/8 inch valve) auto-refill/outlet package for SyriXus 500x and 260x. Hastelloy
601267014	Continuous Flow Dual Air Valve Package (1/8 inch valves) for SyriXus 500x and 260x pumps. Hastelloy
601267015	Continuous flow dual electric valve package (1/8 inch valves) for SyriXus 1000x, 500x and 260x. Hastelloy
601267016	Continuous Flow Dual Air Valve Package (1/4 inch valves) for SyriXus 1000x pumps. Hastelloy
601267017	Single pump Air Valve Package (1/4 inch valves) for SyriXus 1000x. SS
601267018	Continuous Flow Dual Air Valve Package (1/4 inch valves) for SyriXus 65x. SS
601267019	Single Air Valve Package for SyriXus 65x pump. SS
601267020	Continuous Flow Dual Air Valve Package (3/8" valves) for SyriXus 500xv. SS
601267021	Manual refill and outlet package for SyriXus 500x and 260x
601267022	Manual refill and outlet package for SyriXus 1000x
601267023	Manual refill and outlet package for SyriXus 65x
681020210	10 ft. Extension Cable
681240825	Model 1000x Pump Module. Nitronic 50

681240827	Model 500x Pump Module. Nitronic 50
681240828	Model 500x Pump Module. Hastelloy
681240829	Model 500xv Pump Module
681240830	Model 260x Pump Module. Nitronic 50
681240831	Model 260x Pump Module. Hastelloy
681240834	Model 65x Pump Module. Nitronic 50
681240850	Basic Controller
681240852	Basic Controller with 4-20mA output and input.
681240854	Electric Valve Controller
681240962	PeriXus peristaltic pump
681247047	Temperature Control Jacket for Models 260D, 260HP, 260HLf, 100DM, 100DX, and 100HLfpumps
681247115	Temperature Control Jacket for Model 1000D, 1000HLf and 1000x
681247126	Manual Outlet Valve Kit for 65x
681247127	Manual Refill Valve Kit for 65x
681260011	HLf Series Controller w/ 4-20mA outputs.
681260012	Model 500HLf Pump Module
681260013	HLf Series Controller w/Ethernet & USB.
681260014	Model 100HLf Pump Module
681260015	Model 260HLf Pump Module
681260016	Model 1000HLf Pump Module
681268005	Temperature Control Jacket for Models 500x, and 500xv pumps
681268029	Temperature Control Jacket for Models 500D, 500HLf, and 260x pumps
120001007	AC POWER ENTRY MODULE, 3A, SIN
120001300	FLTR 6 AMP PWR KB
150000601	Brake FLSF RVS 24V KB
201032900	Bearing CYL.354ID1.0OD KB
201133700	Bearing CYL.250ID.63OD KB
201429902	Bearing Thrust 35IDX720D KB
202907222	O-Ring Chemrez
202909075	Standard Replacement Seal (10,000 psi) for 100DX/DM. Graphite/PTFE.
202909076	High Temperature (50 to 200 degrees C) Seal for 100DX/DM. Graphite/PTFE.
202909077	Aqueous Seal (7,500 psi) for 100DX/DM. Ultra high MW polyethylene (preferred for aqueous solutions).
202909078	Ultra-low Bypass Seal (4,000 psi) for 100 DX/DM. NOTE This is the only seal recommended for toxic volatiles such as NH3, HNO3, H2S.
202909106	Standard Replacement Seal for 260ML Pumps. Graphite/PTFE.
202909107	Ultra-low Bypass Seal (4,000 psi) for 260X or 260D, Virgin PTFE. NOTE This is the only seal recommended for toxic volatiles such as NH3, HNO3, H2S.
202909109	High Temp (50 to 200 degrees C) Seal for 260X or 260D. Graphite/PTFE.
202909156	Standard Replacement Seal for most 500 ml pumps (not standard for 500XV); Graphite/PTFE.
202909157	Ultra-low Bypass Seal for 500ml pumps, Virgin PTFE. NOTE This is the only seal recommended for toxic volatiles such as NH3, HNO3, H2S.
202909206	Low Pressure (2,000 psi max) Seal for 260X or 260D. Graphite/PTFE.
202909256	Low Pressure (2,000 psi max) Seal for 500ml pumps, Graphite/PTFE.
202909275	Low Pressure (2,000 psi max) Seal for 100DX/DM. Graphite/PTFE.

202909356	High Temperature (50 to 200 C) seal for 500ml pumps. Standard for 500XV pump. Graphite/PTFE.
202909406	Aqueous Seal (7,500 psi) for 260X or 260D. Ultra-high MW polyethylene (preferred for aqueous solutions).
202909456	Aqueous seal for 500ml pumps. Ultra-high MW polyethylene (preferred for aqueous solutions).
202909608	65ML Pump SEAL, GRAPHITE FILLED PTFE HEAVY DUTY, 20,000 PSI .5620 .005 SHAFT, .813 .005 BORE ELGILOY OR SST 316 SPRING
202999023	Standard Replacement Seal, lower, for 1000X or 1000D, Graphite/PTFE
202999024	Replacement Seal, lower, for 1000D - Virgin PTFE
202999025	Standard Replacement Seal, upper, for 1000X or 1000D, Graphite/PTFE
202999026	Replacement Seal, upper, for 1000D, Virgin PTFE
202999027	Replacement Seal, lower, for 1000X or 1000D, Graphite/PTFE - High Temperature
202999028	Replacement Seal, upper, for 1000X or 1000D, Graphite/PTFE - High Temperature
209001137	RTNG RING EXT 1.37
209009326	air actuator
209016101	CONN MALE .12 TBG
209016136	FTG T UN 1/8 KB
209016166	NUT GLAND HIP 1/8
209016167	FER 1/8 TBG HIP
209016360	FER HST 1/8 ID KB
209016368	FER FR 1/4 TBG SST KB
209016369	FER BK 1/4 TBG SST KB
209016383	NUT 1/4" VALCO KB
209016384	FERRULE 1/4" VALCO KB
209016402	GLAND F250C 30VM
209016403	CLR F250C 30VM
209016568	NUT GLAND 1/4 OD SST 316
209016569	FER 1/4 OD HST C-276
209016680	P 1/8 SST HP KB
209016805	P PIPE 1/8
209016809	Plug PIPE 1/4 NPT KB
209016927	NUT 1/8 ZERO VOL KB
209016941	FER 1/8" ZERO VOL KB
209016942	CONN TBG RDCR KB
209016966	FTG NUT 1/4"OD SST KB
209016980	FLTR REPL 10U KB
209016981	NUT MALE 1/8 TBG KB
209901210	FLTR 10 MIC KB
340201202	BAT NI-MH 2.4V
341000003	PWR SPLY 24VDC KB
410730401	SW RKR DPDT CSA 4A KB
410730405	SW RKR DPDT CSA 4A
460010111	PRESSURE TRANSDUCER 0-20K PSI
460010119	XDCR PRESS 0-30,000 PSI KB
600943212	TBG TEF .062 ID

601243185	RTNR WIPER 500ML
601243201	PAN DRIP KB
601243202	TUBE NITR PURGE KB
601243234	PAN N PURGE KB
601243348	Bearing SL THR KB
601243391	TBG SST 0.125 X 60 INCH LENGTH
601243414	SEAL RETAINER 260 ML
601243454	SEAL RETAINER NITRONIC
601243468	RETAINER PISTON SEAL 100
601243492	SOAK PAD GRN B KB
601243516	CV HSG SINGLE KB
601243534	PISTON BASE 260 ML
601243535	PISTON BASE NITRONIC
601243536	WEAR RING 100 ML
601243557	TEF TBG .085 X 60L
601243558	HAST TBG 1.4X1.4
601243568	500D STOP RING
601243569	TBG 1.4 X 1.4 KB
601243607	SHEAR KEY KB
601243608	SHEAR KEY, 100DX/DM
601243624	RING BRG RTNG KB
601243633	BEARING COVER PLATE
601243654	SHEAR KEY KB
601243721	Piston Base 1000D SST KB
601243737	TEE 1/8 TUBING KB
601243740	TBG 1.6 X 1.6 KB
601243741	TBG 1.4 X 3.4 KB
601243742	TBG 1.4 X 2.2 KB
601243746	TBG 2.50 KB
601243761	500D Blank Nitronic Cylinder Cap
601243772	RETAINER SEAL 1000X or 1000D KB
601243773	WASH TUBE Left KB
601243774	WSH TUBE R KB
601243778	Mount CYL 1000ML KB
601243792	Retainer SEAL 1000ML HASTELLOY
601243794	Piston BODY with Wash Glands 1000ML HASTELLOY
601243803	PISTON BODY 1000X or 1000D KB
601243810	1000D Blank Nitronic Cylinder Cap
601243812	CYLINDER MOUNT FOR 100 AND 260D SERIES,PAINTED not for use on the HPs
601243813	CYLINDER MOUNT FOR 500 ML pumps and 260X not for use on the HPs
601243876	CYLINDER CAP KB
601243881	push rod
601243882	BASE PSTN 65ML KB
601243883	RTNR PSTN SEAL 65D KB
601243891	TBG TEE TO V KB
601243892	TBG TEE TO CV KB

601243893	TBG V TO PMP KB
601243901	BKUP R 65D SEAL KB
601243929	65HP Cylinder Mount
601244184	MOT MT ASSY 1000X or 1000D BTO
601244216	PISTON ASSY 260 ML NITRONIC
601244221	PISTON ASSY 500 ML
601244230	CABLE ASSEMBLY
601244235	Pressure transducer- Nitronic
601244236	LUBE WHL ASSY KB
601244239	CAL PREAMP ASSEMBLY NITRONIC 500ML
601244260	MOTOR DRIVE CBA 500D FOR TACK DISK MOTORS
601244279	HAST CK VLV ASSY
601244309	XFMR ASSY IEC
601244313	V ASSY 1/8 KB
601244315	Hastelloy Piston Assy
601244317	hastelloy piston assy
601244323	HARN MN PMP - ENCD KB
601244326	PISTON ASSY 1000X or 1000D NITRONIC
601244331	Piston ASSY 1000 HASTELLOY
601244334	1/4" NPT Calibrated PREAMP NITRONIC pressure transducer
601244335	1/4" NPT CAL PREAMP HASTELLOY Pressure Transducer
601244410	DISPLAY ASSEMBLY
601244444	MOT MT ASSY BTO
601244456	CALIBRATED PREAMP ASSY 260HP
601244478	Additional 0-10V output card
601244484	Additional 4-20mA Output card
601244487	USB to Serial cable
601244488	Ethernet to Serial cable
601245157	MOTOR DRIVE CIRCUIT BOARD ASSEMBLY MODIFICATION, 65X or D, PUMP ID CHIP PROGRAMMED
601245158	MOTOR DRIVE CBA 100DM
601245160	MOTOR DRIVE CBA MOD 260D
601245161	MOTOR DRIVE CBA 500D
601245162	MOTOR DRIVE CBA MOD 1000X or 1000D
601245174	MOTOR DRIVE CBA MOD 260X or 260HP
601245176	MOTOR DRIVE CBA MOD 500X, XV or 500HP
601245183	VALVE MOD 2 WAY STRAIGHT
601247067	WRENCH PACKAGE
601247068	500D WRENCH PACKAGE
601247093	1000D WRENCH PACKAGE
601247101	SyriXus WRENCH PACKAGE includes wrenches for SyriXus 1000x, 500x, 500xv, 260x and 65x pumps.
601247130	WRENCH PACKAGE 65D
601247154	0-10V Analog Output for flow rate, pressure and volume (12 channel for use in USB/Ethernet controller - requires factory installation - 6 channels provided with up to 12 channels available with optional cards)

601247172	REPLACEMENT KIT,POWER CBA,500HPX
601247173	REPLACEMENT KIT,CBA,CONTROLLER
601247174	REPLACEMENT KIT,CBA 4-20,CONTROLLER
601247176	FUSE KIT SYRINGE PUMPS
601248074	push tube
601248090	push tube
601248116	Ball NUT ASSY KB
601248117	Ball SCR ASSY KB
601248127	BALL SCREW ASSY
601248157	NUT ASSY KB
601248179	push tube
601248211	FRONT LABEL AND MOUNTING PLATE
601249129	RPLCMNT KIT,30D PISTON SEAL
601249133	SYRINGE PUMP PACKAGING SERVICE KIT
601249137	PISTON REBUILD KIT FOR MED PSI
601263098	CYLINDER CAP SEAL, 30ML
601263131	SHEAR KEY,30D
601264006	500HLF CYL CAP/PREAMP BTO
601264007	260 HLF CYL CAP/PREAMP BTO
601264008	1000HLF CYL CAP/PREAMP BTO
601264036	260x HAST REPL CAP
601264018	500x STD CYL CAP/PREAMP
601264043	260x NIT REPL CAP
601264032	500x STD HAST CYL CAP/PREAMP
601264076	100HLF CYL CAP/PREAMP BTO
601264077	CBA HL PUMP ASSY
601264016	SyriXus 1000x NIT CYLINDER CAP AND PRE-AMP ASSEMBLY
601264121	HOME SENSOR HARNESS KB
601264041	500xv CYL CAP/PREAMP
601267005	HL MOTOR REPLACEMENT KIT
601268048	1000x PMP TBG
601269019	1000HL CYLINDER CAP SEAL REPLACEMENT KIT
601269022	500HL CALIBRATED TRANSDUCER CAP
601269023	1000HL CALIBRATED TRANSDUCER CAP
601269036	100HL/HLF PISTON STANDARD SEAL REPLACEMENT KIT
601269038	500 HL/HLF Standard Piston Seal Replacement Kit
601269039	1000 HL/HLF Standard Piston Seal Replacement Kit
601843341	PTFE tubing, 0.085 inch ID x 1/8 inch OD x 20 ft.
602253240	CHECK VALVE HOUSING, ANALYTICAL STANDARD, INLET
602254132	Motor Brushes PKG (2) KB
602258019	NUT ASSY KB
603864010	CHECK VALVE CRTG KB
603934012	MOT ASSY W/CPLR KB
605363007	O-Ring Retainer
605363167	AS568A-026 TEF ORING Vindum
605364196	500D 3/8" NPT Cylinder Cap. Rated for 258.5 bar (3,750 psi)

605364208	260D/100DM/DX Hastelloy Pressure Transducer - External
605364349	260 HP Wrench Package
605365001	Wear Ring
681247094	High-Accuracy Transducer (0.1%) for Model 500D pump.
681249101	Service Kit for Model 260D - Contains extra seals, fuses, fittings, special tools and other items.
681249102	500D SERVICE KIT
681249104	Spare Parts Package for Model 1000D or 1000DX
681249111	Service Kit for Model 65D - Contains extra seals, fuses, fittings, special tools and other items.
691243429	LABEL CONTROL PANEL D SERIES KB
691243431	Wormgear KB
691243444	SEAL CYLINDER CAP 260ML Pumps
691243455	CYL CAP SEAL 500D KB
691243465	CYL CAP SEAL 100ML KB
691243560	Gear SPUR KB
691243563	WORM EXT KB
691243572	V 3-WAY KB
691243575	CYLINDER 100ML NITRONIC
691243576	CYLINDER 260ML NITRONIC
691243577	CYLINDER 500ML NITRONIC
691243578	3-WAY VLV CV-510 KB
691243749	100D Hastelloy Cylinder
691243750	Cylinder - Hastelloy
691243751	CYLINDER HATELLOY 500ML
691243753	Hastelloy Piston Body
691243754	Hastelloy Retainer
691243756	HASTELLOY SEAL RETAINER 260X or 260D
691243758	PISTON BASE HASTELLOY
691243759	SEAL RETAINER, HASTELLOY
691243779	Cylinder CAP SEAL 1000X or 1000D KB
691243780	CYLINDER 1000X or 1000D NITRONIC
691243800	Gear COMB KB
691243802	Gear PIN 14 24P
691243848	CYL 260ML HSTR NIT
691243874	65ML D CYLINDER Nitronic
691243880	CYLINDER CAP SEAL 65ML
691244088	CBA MOT RoHS KB
691244413	TRANSDUCER CABLE ASSEMBLY
691244415	HARN SNSR UNIV KB
691263045	FRONT PANEL CONTROLLER LABEL FOR 4th GENERATION HAZLOC PUMPS WITH SURFACE MOUNT COMPONENTS AND LOCKING CONNECTORS.
691263279	500x NIT CYL
691263286	500x HAST CYL

691263292	260x NIT CYL
691263300	260x HAST CYL
691263304	65x NIT CYL
601264014	65x NIT REPL CAP
691263342	1000x VLV TBG
691263347	VLV TBG 65X
691263350	LABEL CONTROL PANEL SYRIXUS
691263366	65x CYL MT PAINTED
691264002	HAZLOC SENSOR HARNESS
691264177	CBA HL PUMP ENET USB
691264179	CBA ANLG 4-20mA I/O RoHS KB
601267024	PM KIT 1000X/100D
601267025	PM KIT 500X/500D
601267026	PM KIT 260X/260D
601267027	PM KIT 65X/65D
601264017	1000x HT NIT REPL CAP
601264019	500x HT NIT REPL CAP
601264020	500x HAST REPL CAP
601264021	500x HT HAST REPL CAP
601264035	260x HT NIT REPL CAP
601264037	260x HT HAST REPL CAP
601264042	500xv HT NIT REPL CAP
601244271	Lube kit KB

Schedule 3 - Charges

The Charges for the Goods and/or Services shall be Delivered Duty Paid, Keyworth, Nottingham (DDP, INCO Terms 2010) and as set out in this Schedule 3.

All hardware/equipment prices are fixed/ firm GBP Sterling until 31/12/2025. Generally, as per email quotation from [REDACTED] 07 February 2025.

BGS 20% discount off list price will be honoured on all hardware, equipment and spare parts throughout the Term.

Item	ALL ISCO Syringe Pump Catalog Items	UK	[REDACTED]
	Prices Effective January 1, 2025		
29071408	PeriXus, Norprene pump tubing	£	
601247141	Continuous Flow Dual Air Vavle Package for 100HLf	£	
601247143	1000HLf Dual Air Valve Package - Hastelloy	DI	
601247148	500HLf Dual Air Valve Package - Hastelloy	£	
601247190	Hi Temp / Hi Acc Conversion Kit	£	
601267011	Single Electric Valve (1/8 inch valve) auto-refill/outlet package for SyriXus 1000x, 500x, and 260x.	£	
601267013	Single air valve (1/8 inch valve) auto-refill/outlet package for SyriXus 500x and 260x. Hastelloy	£	
601267014	Continuous Flow Dual Air Valve Package (1/8 inch valves) for SyriXus 500x and 260x pumps. Hastelloy	£	
601267015	Continuous flow dual electric valve package (1/8 inch valves) for Syrixus 1000x, 500x and 260x. Hastelloy	£	
601267016	Continuous Flow Dual Air Valve Package (1/4 inch valves) for SyriXus 1000x pumps. Hastelloy	£	
601267017	Single pump Air Valve Package (1/4 inch valves) for SyriXus 1000x. SS	DI	
601267018	Continuous Flow Dual Air Valve Package (1/4 inch valves) for SyriXus 65x. SS	£	
601267019	Single Air Valve Package for SyriXus 65x pump. SS	£	
601267020	Continuous Flow Dual Air Valve Package (3/8" valves) for SyriXus 500xv. SS	£	
601267021	Manual refill and outlet package for SyriXus 500x and 260x	£	
601267022	Manual refill and outlet package for SyriXus 1000x	£	
601267023	Manual refill and outlet package for SyriXus 65x	£	
681020210	10 ft. Extension Cable	£	
681240825	Model 1000x Pump Module. Nitronic 50	£	

Schedule 4 - Key Personnel

Key Personnel (name and title)	Role in the performance of this Contract
N/A	N/A

Schedule 5 - Change Control Notice

Contract Reference:	UKRI-4724				
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

Teledyne ISCO

by:

by:

Signature of authorised officer

Signature of authorised person

Name of authorised officer (please print)

Name of authorised person (please print)

Date

Date