

Consultancy Services Framework Agreement

between

**The Department for Science, Innovation and Technology,
represented by the Government Office for Science**

and

**The British Association for the Advancement of Science
(operating as the British Science Association)**

This agreement is dated 22 January 2026

Parties

- (1) The Government Office for Science, acting on behalf of the Crown of 100 Parliament Street, London, SW1A 2BQ (the **Client**).
- (2) **THE BRITISH ASSOCIATION FOR THE ADVANCEMENT OF SCIENCE (OPERATING AS THE BRITISH SCIENCE ASSOCIATION)**, a charity established under Royal Charter, registered under charity number 212479, with offices at the Wellcome Wolfson Building, 165 Queen's Gate, London, SW7 5HD (the **BSA**).

Background

- (A) The BSA is a charity that works in education, public engagement, and thought leadership and encourages people to engage with science.
- (B) The Client wishes to commission the BSA to deliver the Services and the BSA proposes to provide the Services on the terms and conditions of this agreement and the relevant Statement of Work.

1 Interpretation

The following definitions and rules of interpretation in this clause apply in this agreement.

1.1 Definitions:

BSA Staff: those employees, officers and or contractors that are engaged by the BSA to carry out the Services, under a Statement of Work, from time to time.

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

Commencement Date: the date of this agreement.

Confidential Information: any information in any form or medium obtained by or on behalf of one party from or on behalf of the other party in relation to this agreement which is expressly marked as confidential or which a reasonable person would reasonably consider to be confidential whether disclosed or obtained before, on or after the date of this agreement together with any reproductions of such information or any part of this information (and the Client's "Confidential Information" shall include the Client Materials).

Data Protection Law: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Deemed Employment: an engagement to which section 61M(1)(d) of the Income Tax (Earnings and Pensions) Act 2003 applies.

Deliverables: all activity packs, records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the BSA in the provision of the Services.

DPA2018: the Data Protection Act 2018.

Fees: the fees payable by the Client for the supply of the Services by the BSA, as set out in the relevant Statement of Work.

UK GDPR: The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).

Intellectual Property Rights: patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Off-payroll Working rules: the rules in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003.

Client Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Client to the BSA, during the term of this agreement.

Personal Data: any information which falls within the definition of "personal data" under Data Protection Law.

Services: the services, including without limitation any Deliverables, to be provided by the BSA to the Client, as more particularly described in a Statement of Work.

Statement of Work: the detailed plan, agreed in accordance with clause 3, describing the Services to be provided to the Client, the timetable for their performance and the related matters listed in the template statement of work set out in Schedule 1.

Termination Date: the date of termination of this agreement, howsoever arising.

1.2 Interpretation:

1.2.1 References to **clauses** are to clauses of this agreement.

1.2.2 the headings are inserted for convenience only and shall not affect the interpretation or construction of this agreement.

1.2.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.5 to **written** or in **writing** (except in respect of sending a notice in accordance with Clause 14.7) includes in electronic form;

2 Terms of engagement

- 2.1 The BSA shall supply the Services to the Client in accordance with the terms of this agreement and the applicable Statement of Work.
- 2.2 This agreement shall commence on the Commencement Date and shall continue unless terminated earlier in accordance with clause 12, until either party gives to the other not less than four (4) weeks' prior written notice. If there are uncompleted Statements of Work as at the date notice to terminate is served under this clause 2.2, such notice shall expire on the completion of all Statements of Work entered into before the date on which it is served.
- 2.3 If there are no uncompleted Statements of Work as at the date notice to terminate is served under clause 2.2, such notice shall terminate this agreement with immediate effect.
- 2.4 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 2.2.
- 2.5 The Client may procure services from the BSA by agreeing a Statement of Work with the BSA pursuant to clause 3.
- 2.6 The BSA shall provide the Services from the date specified in the relevant Statement of Work.
- 2.7 In supplying the Services, the BSA shall, and (where appropriate) shall procure that the BSA Staff shall:
- 2.7.1 perform the Services with reasonable care and skill;
 - 2.7.2 promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services;
 - 2.7.3 comply with all applicable laws, statutes and regulations from time to time in force,
- provided that the BSA shall not be liable under this agreement if, as a result of such compliance, it is in breach of any of its obligations under the agreement.
- 2.8 The BSA shall take reasonable care of all Client Materials in its possession and make them available for collection by the Client on reasonable notice and request, always provided that the BSA may destroy the Client Materials if the Client fails to collect the Client Materials within a reasonable period after termination of the agreement.
- 2.9 Unless it or he has been specifically authorised to do so by the Client in writing:
- 2.9.1 neither the BSA nor the BSA Staff shall have any authority to incur any expenditure in the name of or for the account of the Client; and
 - 2.9.2 the BSA shall not, and shall procure that the BSA Staff shall not, hold itself out as having authority to bind the Client.
- 2.10 The BSA shall (and shall procure that the BSA Staff shall) give to the Client all such information and documentation as it may reasonably require from time to time in order for the Client to determine whether the engagement of the BSA or the BSA Staff under this agreement is or will be within the Off-payroll Working rules and is or will be Deemed Employment.

3 Statements of Work

- 3.1 Each Statement of Work shall be agreed in the following manner:
- 3.1.1 the Client shall ask the BSA to prepare a draft Statement of Work for services required by the Client;
 - 3.1.2 within 2 Business Days of the Client's request, the BSA shall notify the Client of any additional information it reasonably requires in order to prepare a Statement of Work;
 - 3.1.3 within 2 Business Days of receipt of the required information from the Client, the BSA shall provide the Client with the draft Statement of Work requested;
 - 3.1.4 the BSA and the Client shall discuss and agree that draft Statement of Work; and
 - 3.1.5 both parties shall sign the draft Statement of Work when it is agreed.
- 3.2 Once a Statement of Work has been agreed and signed in accordance with clause 3.1.5, no amendment shall be made to it except in accordance with clause 10.
- 3.3 Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

4 Client's obligations

- 4.1 The Client shall:
- 4.1.1 co-operate with the BSA in all matters relating to the Services; and
 - 4.1.2 provide, in a timely manner, such information, approvals, instructions and/or feedback as the BSA may require in order to perform the Services, and ensure that it is accurate and complete in all material respects; and
 - 4.1.3 comply with all applicable laws, statutes and regulations from time to time in force.
- 4.2 If the BSA's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the BSA shall:
- 4.2.1 not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;
 - 4.2.2 not be liable for any late delivery of the Deliverables;
 - 4.2.3 be entitled to payment of the Fees despite any such prevention or delay; and
 - 4.2.4 be entitled to recover any additional costs, charges or losses the BSA sustains or incurs that arise directly or indirectly from such prevention or delay.

5 Changes to Services

- 5.1 Where the Client requests a change to a Services subsequent to the Statement of Work being agreed:
- 5.1.1 the BSA reserves the right to refuse to agree to those changes;

5.1.2 all changes shall be agreed in writing between the parties (including, for the avoidance of doubt, any changes to the Fees to reflect the proposed changes); and

5.1.3 the conditions under clause 4.2 shall apply.

6 Intellectual Property Rights

6.1 The Client:

6.1.1 warrants that the receipt and use of the Client Materials in the performance of this agreement by the BSA, the BSA Staff, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

6.1.2 shall indemnify, keep indemnified and hold harmless the BSA, against any and all losses, liabilities, costs, expenses, claims and demands suffered or incurred by the BSA as a result of or in connection with any claim brought against the BSA, the BSA Staff, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this agreement of the Client Materials, save to the extent that they were caused by the BSA's fraud, wilful default, negligence or material breach of this agreement.

6.2 The Client grants to the BSA a royalty-free, worldwide, perpetual, non-exclusive licence to use the Client Materials, including any Intellectual Property Rights, for the purpose of providing the Services and Deliverables.

6.3 Unless otherwise stated in a Statement of Work, all Intellectual Property Rights arising from or in connection with the Services and/or any Deliverables (save for Client Materials and any associated Intellectual Property Rights) are and shall remain the property of the BSA.

6.4 Unless otherwise stated in a Statement of Work, all Intellectual Property Rights arising from or in connection with the Services and/or any Deliverables (save for any Client Property) are and shall remain the property of the BSA.

6.5 Nothing in this clause 6 shall assign or transfer any Intellectual Property Rights in any part of the Services or any Deliverables (unless otherwise stated in a Statement of Work) to the Client. However, the BSA grants to the Client a royalty-free, worldwide, perpetual, non-exclusive licence to use such non-assigned materials for the purposes of benefiting from the Services.

6.6 The BSA reserves the right to publish any Deliverables and to use any Deliverables (and Intellectual Property Rights therein) for the purposes of research and study and to further its own charitable objectives (and to the extent that such Intellectual Property Rights are assigned by the BSA to the Client under a Statement of Work, the Client undertakes to grant the BSA a licence of such Intellectual Property Rights for such purposes).

7 Confidentiality

7.1 Each party shall keep and procure to be kept secret and confidential the Confidential Information of the other party and shall not use nor disclose the same save:

7.1.1 for the purposes of the proper performance of this agreement; or

7.1.2 as otherwise permitted by this agreement; or

- 7.1.3 with the prior written consent of the other party.
- 7.2 Where one party discloses Confidential Information of the other party to its employee, consultant, subcontractor, supplier, customer, agent, professional adviser or insurer, it shall do so on a need-to-know basis and subject to obligations equivalent to those set out in this clause 7. Each party shall use all reasonable endeavours to ensure that any such employee, consultant, subcontractor, supplier, customer, agent, professional adviser or insurer complies with such obligations.
- 7.3 The obligations of confidentiality in this clause 7 shall not extend to any matter which either party can show:
- 7.3.1 is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this agreement; or
- 7.3.2 was in its written records prior to receipt; or
- 7.3.3 was independently developed by it; or
- 7.3.4 was independently disclosed to it by a third party entitled to disclose the same.
- 7.4 If either party is required to disclose the Confidential Information of the other party under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction, then the party so required may disclose the Confidential Information to the extent required but shall, prior to any disclosure where practicable and legally permissible, give the other party as much warning thereof as practicable and inform in writing and consult with the other party and, at the other party's request and cost, fully co-operate with and assist that other party in opposing any such disclosure.
- 7.5 Neither party shall make any announcement of any kind in respect of the subject matter of this agreement except with the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) or as is required by law. The parties shall act in a co-operative way in approving any announcement following the other party's request for consent.
- 7.6 The obligations of this clause 7 shall continue after termination or expiry of this agreement for whatever reason.

8 Fees and payment

- 8.1 The fees payable by the Client for the Services and where relevant, the Deliverables, shall be as set out in the applicable Statement of Work.
- 8.2 The BSA shall invoice the Client for the fees at the intervals specified in the applicable Statement of Work. If no intervals are specified, the BSA shall invoice the Client at the end of each month for Services performed during that month.
- 8.3 The Client shall pay each invoice submitted by the BSA in accordance with the payment terms set out in the relevant Statement of Work.
- 8.4 The Client shall pay the BSA in respect of all expenses reasonably and properly incurred by the BSA or any the BSA Staff in the delivery of the Services by the BSA. Where reasonably practicable (but without prejudice to the BSA's right to recover those expenses) the BSA shall notify the Client in advance in respect of expenses that it proposes to incur. The BSA may, in its sole discretion, require the Client to pay the amount of any expenses in advance, before they are incurred by the BSA (such advance payment to be recognised by the BSA in preparing an invoice in respect of those expenses).

- 8.5 If the Client fails to make any payment due to the BSA under the agreement by the due date for payment, then, without limiting the BSA's remedies under clause 10 :
- 8.5.1 the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the base rate from time to time of NatWest Bank; and
- 8.5.2 the BSA may suspend all Services until payment has been made in full; and
- 8.5.3 the BSA may withhold the Deliverables (or any part of them) until payment has been made in full.
- 8.6 All amounts due under agreement from the Client to the BSA shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9 Liability and insurance

- 9.1 Nothing in the agreement shall limit or exclude either party's liability for:
- 9.1.1 death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
- 9.1.2 any infringement of the other party's or any third party Intellectual Property Rights;
- 9.1.3 fraud or fraudulent misrepresentation; or
- 9.1.4 any other liability which cannot be limited or excluded by applicable law.
- 9.2 Subject to clause 9.1, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the agreement for:
- 9.2.1 loss of profits;
- 9.2.2 loss of sales or business;
- 9.2.3 loss of agreements or contracts;
- 9.2.4 loss of anticipated savings;
- 9.2.5 loss of use or corruption of software, data or information;
- 9.2.6 loss of or damage to goodwill; and
- 9.2.7 any indirect or consequential loss.
- 9.3 Subject to clause 9.1, and subject to any specific right or remedy expressly set out in this agreement that explicitly provides that the following cap may be exceeded, the total aggregate liability of each party shall be limited to (in aggregate) 110% of the total sums paid by the Client to the BSA and total other sums payable under the Statement of Work that gave rise to such liability.
- 9.4 The conditions implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.
- 9.5 During the term of this agreement, the parties shall maintain in force, with a reputable insurance company, such insurances as may be necessary to cover the liabilities that may arise under or in connection with the agreement.

10 Termination

- 10.1 Notwithstanding the provisions of clause 2.2, the BSA may terminate this agreement (or any individual Statement of Work) with immediate effect by giving written notice to the Client if:
- 10.1.1 the Client fails to pay any amount due under the agreement (or any Statement of Work) on the due date for payment; or
 - 10.1.2 the Client's financial position deteriorates to such an extent that in the BSA's opinion the Client's capability to adequately fulfil its obligations under the agreement (and/or any Statement of Work) has been placed in jeopardy.
- 10.2 Without affecting any other right or remedy available to it, either party may terminate this agreement or any Statement of Work with immediate effect by giving written notice to the other party if:
- 10.2.1 the other party commits a material breach of any term of the agreement or the applicable Statement of Work, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 10.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - 10.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 10.3 On the Termination Date:
- 10.3.1 the Client shall immediately pay to the BSA all of the BSA's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the BSA may submit an invoice, which shall be payable immediately on receipt; and
 - 10.3.2 any provision of the agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the agreement shall remain in full force and effect.
- 10.4 Termination or expiry of the agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

11 Non-solicitation

- 11.1 In order to protect the BSA's legitimate business interests, the Client covenants, for itself and as agent for all companies in its group, that it shall not (and shall procure that no member of its group shall):
- 11.1.1 employ or otherwise facilitate the employment or engagement of any Restricted Person;

- 11.1.2 enter into any contract or arrangement, or agree to enter into any contract or arrangement, with any of the BSA's suppliers or freelancers who have been involved in the delivery of Services to the BSA in connection with this agreement, without first obtaining the BSA's written agreement.
- 11.2 Each party shall be bound by the covenant set out in clause 11.1 during the term of this agreement, and for a period of 12 months after termination or expiry of this agreement.
- 11.3 For the purposes of this clause, a **Restricted Person** shall mean any person employed or engaged by a party during the term of this agreement, who has been engaged in the provision of the Services or the management of this agreement.

12 Status

- 12.1 Nothing in this agreement gives rise to a partnership between the BSA and the Client and neither party shall hold itself out as an agent or partner of the other.
- 12.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the BSA shall be fully responsible for any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance by the BSA Staff of the Services.

13 Data protection

- 13.1 The parties may process as independent data controllers names, job titles and business contact information including addresses, telephone numbers and email addresses for each other's employees and representatives in connection with the administration of this agreement and any Statement of Work.
- 13.2 Further information on how the BSA uses Personal Data, can be found in the BSA's privacy notice <https://www.britishtscienceassociation.org/privacy-information>. The Client shall provide a copy of this notice to its employees, subcontractors and agents, as necessary.
- 13.3 To the extent that either party acts as a controller (or a joint controller) of any personal data, that party shall comply with its respective controller obligations under the Data Protection Law.
- 13.4 To the extent that the Client is the controller and the BSA is the processor of any personal data, the provisions set out in clauses 13.5 to 13.9 shall apply.
- 13.5 The template at Schedule 2 sets out the scope, nature and purpose of the processing by the BSA, the duration of the processing and the types of Personal Data and categories of data subject. A completed Schedule 2, tailored to the specific Statement of Work, shall be prepared and appended to each Statement of Work as required.
- 13.6 The BSA shall and shall procure that the BSA Staff shall, in relation to any Personal Data processed in connection with this agreement:
- 13.6.1 process that Personal Data only on written instructions of the Client;
- 13.6.2 keep the Personal Data confidential;
- 13.6.3 comply with the Client's reasonable instructions with respect to processing Personal Data;
- 13.6.4 not transfer any Personal Data outside of the UK unless, in accordance with the Data Protection Law, the BSA ensures that (i) the transfer is to a country

approved as providing an adequate level of protection for Personal Data; or (ii) there are appropriate safeguards in place for the transfer of Personal Data; or (iii) binding corporate rules are in place; or (iv) one of the derogations for specific situations applies to the transfer;

- 13.6.5 provide reasonable assistance to the Client in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Law with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
 - 13.6.6 notify the Client without undue delay on becoming aware of a personal data breach or communication which relates to the Client's or the BSA's compliance with the Data Protection Law;
 - 13.6.7 at the written request of the Client, delete or return Personal Data to the Client on termination of this agreement unless required by the Data Protection Law to store the Personal Data; and
 - 13.6.8 maintain complete and accurate records and information to demonstrate compliance with this clause 13.6.
- 13.7 The BSA shall ensure that it has in place appropriate technical or organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
- 13.8 The Processor shall not engage any sub-processor to process Personal Data without the prior written consent of the Controller. Where such consent is given, the Processor shall ensure that any sub-processor is subject to contractual obligations no less protective of Personal Data than those set out in this Agreement. The Processor shall notify the Controller in advance of any intended changes concerning the addition or replacement of sub-processors, thereby giving the Controller the opportunity to object to such changes.
- 13.9 The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set out in this Agreement and under Data Protection Law. The Processor shall allow for and contribute to audits, including inspections, conducted by the Controller or an auditor mandated by the Controller, at reasonable intervals and upon reasonable notice. Where an audit reveals any non-compliance, the Processor shall promptly take corrective action as required by the Controller.

14 General

- 14.1 **Force majeure.** Neither party shall be in breach of the agreement nor liable for delay in performing, or failure to perform, any of its obligations under the agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 14.2 **Assignment and other dealings.**
- 14.2.1 The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the agreement without the BSA's prior written consent.

- 14.2.2 The BSA may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the agreement.
- 14.3 **Entire agreement.**
- 14.3.1 The agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.3.2 Each party acknowledges that in entering into the agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the agreement.
- 14.4 **Variation.** No variation of the agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.5 **Waiver.**
- 14.5.1 A waiver of any right or remedy under the agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 14.5.2 A failure or delay by a party to exercise any right or remedy provided under the agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.6 **Severance.** If any provision or part-provision of the agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the agreement.
- 14.7 **Notices.**
- 14.7.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be: delivered by hand or by pre-paid first-class post or other next working day delivery service at the address for that party which is set out in the agreement.
- 14.7.2 A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt; or if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting.
- 14.7.3 This clause shall not apply to the service of any proceedings or other documents in any legal action.
- 14.8 **Third party rights.** The agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement.

14.9 **Governing law.** The agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

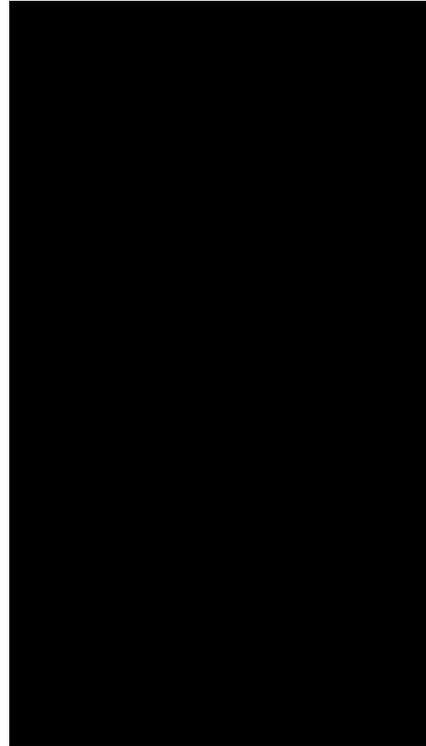
14.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the agreement or its subject matter or formation.

This agreement has been entered into on the date set out above.

Signed by [REDACTED] for and on behalf of **British Association for the Advancement of Science trading as the British Science Association**

Signed by [REDACTED] for and on behalf of **British Association for the Advancement of Science trading as the British Science Association**

Signed by [REDACTED] and on behalf of The Government Office for Science



Schedule 1 Template Statement of Work

(complete statement in the annex)

Start date and term	[Specify when the Services will commence, and the term of this Statement of Work.]
BSA Staff	[Insert name of person(s) that will provide the Services or remove if inapplicable]
Overview of Services	[Insert description of the Services to be performed]
Details of the Deliverables to be achieved (if any) in the provision of the Services	[insert description and include details of activity if relevant]
Acceptance criteria	[specify the criteria for accepting the Services/Deliverables and confirming their satisfactory completion]
Location(s) where the Services are to be performed	[identify the location]
Client point of contact and any reports to be submitted	[add contact details and a description of the reports and their intervals]
Timetable for the provision of the Services, including any milestones related to the achievement of specific Deliverables	[insert timescales]
Charges payable for the Services and/or Deliverables	[insert details of the charges and specify whether they include or exclude VAT]
Invoicing terms	[e.g. weekly/monthly/completion of Services]
Payment terms	[e.g. 30 days end of month]
Accounts Payable / Finance Contact	[Email address/telephone number and contact details of Accounts Payable / Finance Contact at Client]

Signed by [INSERT NAME] for and on behalf of **British Association for the Advancement of Science trading as the British Science Association:**

.....

Director of Development and External Relations

[NAME]

Signed by [INSERT NAME] for and on behalf of The Government Office for Science

.....

Schedule 2 Data Protection

This Schedule 2 is provided as a template. For each Statement of Work under this Agreement, a completed Schedule 2 must be prepared, setting out the specific data processing details relevant to that Statement of Work.

Part 1 - PROCESSING BY THE BSA

1 SCOPE

[TO BE INSERTED]

2 NATURE

[TO BE INSERTED]

3 PURPOSE OF THE PROCESSING

[TO BE INSERTED]

4 DURATION OF THE PROCESSING

[TO BE INSERTED]

Part 2 - TYPES OF PERSONAL DATA

[TO BE INSERTED]

Part 3 - CATEGORIES OF DATA SUBJECT

[TO BE INSERTED]

Statement of Work – Future of Childhood and Poster Competition

Start date and term	July 2025 – July 2026
Overview of Services	<p>The BSA will embed a research project into their annual British Science Week activities, to illicit insights from children about their views on the future of childhood. The BSA will engage children in the topic via the British Science Week activity packs, and enable them to submit their ideas via a poster competition.</p> <p>The BSA - through competition entries - will collect qualitative insights from UK schools and work with a researcher to analyse entries to draw out creative insights and themes.</p>
Details of the Deliverables to be achieved (if any) in the provision of the Services	<p>The BSA will agree to;</p> <ul style="list-style-type: none"> - Through competition entries, collect qualitative insights from UK schools (poster competition categories are segmented into groups by age – we are able to target specific age ranges 3 – 19) - Develop age-appropriate stimulus materials - Promote the competition through our British Science Week Activity packs, networks and wider partners, including through our Engage Network, with >2,700 teachers from UK schools in challenging circumstances. - Create a digital repository of the young people’s entries to which GO-Science would have access - Display to the public a selection of the young people's entries through BSA digital channels - Invite GO-Science representatives to engage in the judging of entries - Work with an independent researcher to analyse entries to draw out creative insights and themes - Share themes and insights with Go-Science in interim update meeting in May 2026 and via a final report (see timelines below) - Recognise GO-Science as a supporter of the British Science Week 2026 where appropriate
Acceptance criteria	Services will be accepted once results from the research project have been collected, analysed and shared with GO-Science
Location(s) where the	Posters will be collected from schools nationwide and

Services are to be performed	analysed in places of work in the UK
Client point of contact and any reports to be submitted	[REDACTED]
Timetable for the provision of the Services, including any milestones related to the achievement of specific Deliverables	<p>July 2025 - Work begins designing British Science Week 2026 Activity Packs.</p> <p>August 2025 - Research team confirmed</p> <p>Oct 2025 - Poster competition activity mentioned in taster packs - published online</p> <p>Autumn 2025 - Poster competition brief shared with GO-Science for approval and confirmed for inclusion in the final activity packs</p> <p>Jan 2026 - Poster competition launched in final packs</p> <p>Feb-April 2026 (exact dates tbc) - Poster competition open for entry</p> <p>April-June 2026 - Research analysis phase</p> <p>May 2026 - interim data/findings meeting held with GO-Science</p> <p>July 2026 - final report shared with GO-Science</p>
Intellectual Property	<p>In addition to the Intellectual Property provisions set out in the Consultancy Services Framework Agreement, the British Science Association grants the independent researcher an irrevocable, non-exclusive, non-transferable, royalty-free licence to use any Intellectual Property Rights arising from or in connection with the Services and Deliverables for academic and research purposes. This licence includes research involving projects funded by third parties, provided that such third parties do not gain or claim any rights to such Intellectual Property Rights. For the avoidance of doubt, all other Intellectual Property provisions in the Framework Agreement remain in full force and effect.</p>
Charges payable for the Services and/or Deliverables	Total: £30,000 + VAT
Invoicing terms	<p>Within 30 days of signed contract</p> <p>30.01.2026 – Approach and research methodology agreed, competition briefs signed off. Activity packs published and poster competition launched [REDACTED]</p> <p>30.05.2026 - Interim findings shared in project meeting [REDACTED]</p> <p>30.07.2026 - Full research analysis report shared [REDACTED]</p>

	VAT
Payment terms	Within 30 days of invoice
Accounts Payable / Finance Contact	[REDACTED]

Signed by [REDACTED] for and on behalf of **British Association for the Advancement of Science trading as the British Science Association:**

[REDACTED]

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External Relations

Date 23 Jan 2026

Signed by [REDACTED] for and on behalf of **British Association for the Advancement of Science trading as the British Science Association:**

[REDACTED]

Date 26 Jan 2026

Signed by [REDACTED] for and on behalf of The Government Office for Science

[REDACTED]

29 Jan 2026

Data Sharing and Controller Responsibilities

The British Science Association (BSA) delivers British Science Week—including the poster competition and activity packs—under a contract for services with UK Research and Innovation (UKRI). Under this contract, the BSA collects and processes personal data for the British Science Week Poster Competition, and UKRI acts as the data controller for the data categories specified in the agreement.

