



UK Industrial
Fusion Solutions

Contract Number: [14655]

**Public Procurement Organisation Number:
PCRM-7973-DCBL**

Professional Service Short Contract

A contract between

UK INDUSTRIAL FUSION SOLUTIONS LIMITED, a non-departmental public body and whose address is Culham Campus, Abingdon. United Kingdom OX14 3DB. United Kingdom ("the *Client*").

and

Program Planning Professionals (trading as MIGSO-PCUBED), a company registered in England with registered number 03025947 and whose registered address is 3-5 Crutched Friars, London, EC3N 2HT ("the *Consultant*").

for

The provision of B2B Relationship Development Services between UKIFS and the Fusion Partner (UKAEA)

Contract Forms

Contract Data

The *Consultant's* Offer and the *Client's* Acceptance

Price List

Scope

Annex 1 – *Client* background IP

Contract Data

The *Client's* Contract Data

The *Client* is

Name UK Industrial Fusion Solutions Ltd

Address for communications Culham Campus, Abingdon, Oxon, OX14 3DB, UK

Address for electronic communications Nicola.hedges@ukifs.uk

The *service* is B2B Relationship Development Services

The *starting date* is 19/05/2025

The *completion date* is 18/05/2026

The *delay damages* are 0% per day

The *law of the contract* is The law of England

The *period for reply* is two weeks

The *defects date* is 52 weeks after Completion

The *assessment day* is the Last weekday of each month

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does not** apply
(delete as applicable)

The *Adjudicator* is

Name -

Address for communications -

Address for electronic communications -

Contract Data

The *Client's* Contract Data

The interest rate on late payment is % per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The *Client* provides this insurance

None

Only enter details here if the *Client* is to provide insurance.

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i> .	£2,000,000	One year
	in respect of each claim, without limit to the number of claims	
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service.	£5,000,000	One year
	in respect of each event, without limit to the number of events	
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	£5,000,000	One year
	in respect of each event, without limit to the number of events	

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

The sum stated above in respect of the relevant insurance.

The *Adjudicator nominating body* is

The Chairman of NEC Users Groups

The *tribunal* is

Arbitration

If the *tribunal* is arbitration, the arbitration procedure is

The Institution of Civil Engineers' Arbitration Procedure – current at the starting date of this contract.

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Professional Services Short Contract June 2017 (with amendments January 2023) and the following additional conditions

Only enter details here if additional conditions are required.

Definitions		"Deliverables" means the deliverables identified in the Scope Section
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Contract Data

The *Client's* Contract Data

Z1	Confidentiality
Z1.1	The <i>Consultant</i> will not disclose information obtained in connection with providing the <i>service</i> except when necessary to carry out its duties under this contract or to comply with its obligations under any law or the orders of any competent authority, for a period of ten (10) years from receipt of Deliverable 4d.
Z1.2	The <i>Consultant</i> may publicise any matter about the <i>service</i> or arising out of this contract only with the <i>Client's</i> written consent, which shall not be unreasonably withheld, delayed or rejected.
Z2	Ownership and use of information
	<p>"Z2.1 DEFINITIONS AND INTERPRETATION</p> <p>Z2.1.1 In this clause, the following words and expressions shall have the meanings set respectively against them:</p> <p>"Client Materials" means all documents, information, items and materials in any form (whether owned by the <i>Client</i> or a third party), which are provided by the <i>Client</i> to the <i>Consultant</i>.</p> <p>"Client Background IPR" all Intellectual Property Rights in the Client Materials including but not limited to any Intellectual Property Rights outlined in Annex 1 of this contract as updated from time to time.</p> <p>"Consultant Background IPR" means Intellectual Property Rights which were (before the date of this contract) owned, made available, licensed or used by the <i>Consultant</i> including but not limited to any</p>

	<p>Intellectual Property Rights outlined in Annex 1 of this contract as updated from time to time or in any event any existing Intellectual Property Rights which are or have been developed independently of this contract and in each case is necessary or desirable to enable a <i>Client</i> to receive and use the <i>services</i>.</p> <p>“Confidential Information” means all confidential information relating to the <i>services</i> and the <i>Client’s</i> project in connection with which the <i>services</i> are to be provided including but not limited to any information disclosed by the <i>Client</i> under this contract.</p> <p>“Foreground IPR” means all Intellectual Property Rights generated during the course of delivering the <i>services</i>, regardless of whether it was generated by one or more parties or by a third party or parties on its or their behalf respectively including but not limited to any Intellectual Property Rights included in any results or deliverables generated in the performance of work under this contract or resulting from studies analyses or tests that are conducted in the performance of work under this contract.</p> <p>“Intellectual Property Rights” means 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.</p> <p>“Sub-contract” means any contract or other terms of engagement entered into by the <i>Consultant</i> for the purpose of delivering any of the <i>services</i> required under this contract.</p> <p>“Third Party IPR” means any Intellectual Property Rights owned by a third party but used in any form by the <i>Consultant</i> in connection with this contract.</p> <p>Z2.1.2 This clause shall constitute 'an agreement to the contrary' for the purposes of Section 48(5) of the Copyright, Designs and Patents Act 1988.</p> <p>Z2.1.3 The terms of this clause shall survive any cessation, termination or expiry of the contract.</p> <p>Z2.2 BACKGROUND IPR</p> <p>Z2.2.1 Client Background IPR</p> <p>Z2.2.1.1 The <i>Client</i> and its licensors shall retain ownership of all Client Background IPR.</p> <p>Z2.2.1.2 The <i>Client</i> grants to the <i>Consultant</i> a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Background IPR for the term of this contract for the purpose of providing any of the <i>services</i> to the <i>Client</i> required under this contract.</p>
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	<p>Z2.2.2 Consultant Background IPR</p> <p>Z2.2.2.1 The <i>Consultant</i> and its licensors shall retain ownership of all Consultant Background IPR.</p> <p>Z2.2.2.2 The <i>Consultant</i> hereby grants to the <i>Client</i>, or shall procure the direct grant to the <i>Client</i> of, a fully paid-up, non-exclusive, worldwide, perpetual, irrevocable, and royalty-free licence to use, copy, and retain the Consultant Background IPR for the purpose of receiving and using any of the services required under this contract.</p> <p>Z2.2.2.3 To the extent not already provided to the <i>Client</i>, the <i>Consultant</i> shall deliver a copy of the Consultant Background IPR to the <i>Client</i> on request.</p> <p>Z2.2.3 Third Party IPR</p> <p>Z2.2.3.1 Where any Consultant Background IPR constitutes Third Party IPR then prior to utilising such Third Party IPR in relation to this contract, the <i>Consultant</i> shall secure on behalf of the <i>Client</i> the same rights in such Third Party IPR as licenced under clause Z2.2.2 and shall raise for the attention of the <i>Client</i> any restriction in such rights so that the <i>Client</i> can, in its absolute discretion, determine the extent to which such Third Party IPR can be used by the <i>Consultant</i>.</p> <p>Z2.2.3.2 At its own expense the <i>Consultant</i> shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this contract.</p> <p>Z2.3 FOREGROUND IPR</p> <p>Z2.3.1 Ownership of Foreground IPR</p> <p>Z2.3.1.1. All Foreground IPR shall vest in and be the property of the <i>Client</i> and the <i>Consultant</i> hereby assigns to the <i>Client</i> absolutely with full title guarantee and free from all third party rights all its present and future rights, title and interest in the Foreground IPR throughout the world together with the right to sue for and recover damages or other relief in respect of infringement of the Foreground IPR and the <i>Consultant</i> shall take all necessary measures to secure that vesting.</p> <p>Z2.3.1.2 On request, the <i>Consultant</i> shall demonstrate to the <i>Client's</i> satisfaction that, where it has sub-contracted work under the contract, it has secured such vesting in the work performed by its Subcontractors so as to permit it to make the assignment required under clause Z2.3.1.</p>
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	<p>Z2.3.1.3 The <i>Client</i> may use, have used, copy and disclose the Foreground IPR by itself or through third parties for any purpose whatsoever.</p> <p>Z2.3.1.4 The <i>Consultant</i> waives all moral rights 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 and if requested by the <i>Client</i> the <i>Consultant</i> shall provide the <i>Client</i> with written absolute waivers from all authors of the Foreground IPR in relation to any moral rights.</p> <p>Z2.3.1.5 The <i>Consultant</i> shall, promptly at the <i>Client's</i> request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the <i>Client</i> may from time to time require for the purpose of securing for the <i>Client</i> all right, title and interest in and to the Intellectual Property Rights assigned to the <i>Client</i> in accordance with clause Z2.3.1.</p> <p>Z2.3.2 IPR Warranty</p> <p>Z2.3.2.1 The <i>Consultant</i> warrants that:</p> <p>Z2.3.2.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Foreground IPR;</p> <p>Z2.3.2.1.2 it has not licensed or assigned any of the Foreground IPR;</p> <p>Z2.3.2.1.3 the Foreground IPR is free from any security interest, option, mortgage, charge or lien;</p> <p>Z2.3.2.1.4 it is unaware of any infringement or likely infringement of any of the Foreground IPR;</p> <p>Z2.3.2.1.5 as far as it is aware, all Foreground IPR is valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Foreground IPR;</p> <p>Z2.3.2.1.6 the receipt, use and onward supply of the <i>services</i> (excluding the Client Materials) by the <i>Client</i> and its sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party; and</p> <p>Z2.3.2.1.7 the Foreground IPR constitutes its original work and have not been copied wholly or substantially from any other source.</p>
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	<p>Z2.4 IPR INDEMNITY</p> <p>Z2.4.1 The <i>Consultant</i> shall indemnify the <i>Client</i> against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the <i>Client</i> arising out of or in connection with:</p> <p style="padding-left: 40px;">Z2.4.1.1 any breach of the warranties contained in clause Z2.3;</p> <p style="padding-left: 40px;">Z2.4.1.2 any infringement or alleged infringement by the <i>Consultant</i> or its suppliers of any copyright, database right, design right or the like protection in any part of the world in respect of any item to be supplied under this contract or otherwise in the performance of this contract;</p> <p style="padding-left: 40px;">Z2.4.1.3 any misuse of any confidential information, trade secret or the like by the <i>Consultant</i> in performing this contract;</p> <p style="padding-left: 40px;">Z2.4.1.4 any provision to the <i>Client</i> of any information or material which the <i>Consultant</i> does not have the right to provide for the purpose of this contract;</p> <p style="padding-left: 40px;">Z2.4.1.5 any breach of the obligations contained in clause Z2.3.2; and</p> <p style="padding-left: 40px;">Z2.4.1.6 the enforcement of this contract.</p> <p>Z2.4.2 At the request of the <i>Client</i> and at the <i>Consultant's</i> own expense, the <i>Consultant</i> shall provide all reasonable assistance to enable the <i>Client</i> to resist any claim, action or proceedings brought against the <i>Client</i> as a consequence of a breach of clause Z2.4.1.</p> <p>Z2.4.3 If a payment due from the <i>Consultant</i> under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the <i>Client</i> shall be entitled to receive from the <i>Consultant</i> such amounts as shall ensure that the net receipt, after tax, to the <i>Client</i> in respect of the payment is the same as it would have been were the payment not subject to tax.</p> <p>Z2.5 FURTHER ASSURANCE</p> <p>Each of the <i>Client</i> and the <i>Consultant</i> will do any act or thing or execute any document that is reasonably necessary to give full effect to the provisions of this clause Z2. This condition supersedes and replaces core clause 70.</p>
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Z3	<p>Applications for payment and Provision of Tax Invoice</p> <p>For the purposes of Condition 5 (Payment) the <i>Consultant's</i> applications for payment are in the form of a Payment Assessment and Certificate Form (completed by the <i>Consultant</i> and the <i>Client</i>) and a tax invoice for the sum assessed as due and equal to that stated in the Payment Assessment and Certificate Form. The tax invoice separately identifies applicable VAT.</p> <p>Applications for payment are to be received within one week of the <i>assessment day</i> and should be sent to:</p> <p>UK Atomic Energy Authority Accounts Payable, Bldg C7/1/Finance, Culham Campus, Abingdon, Oxon. OX14 3DB. AccountsPayable@ukaea.uk</p> <p>Copies are to be sent to Nicola.hedges@ukifs.uk at the same time.</p>
Z4	<p>Payment of sub-contractors</p> <p>Where the <i>Consultant</i> enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the <i>Consultant</i> to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice, subject to the receipt of funds from the Client.</p>
Z5	Bribery Act 2010
Z5.1	A Party shall:
Z5.1.1	Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ('Relevant Requirements')
Z5.1.2	Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
Z5.1.3	The Consultant shall comply with the <i>Client's</i> procedures relating to ethics and Propriety, as highlighted to him from time to time ('Relevant Policies');
Z5.1.4	The Consultant shall not do, or omit to do, any act that will cause or lead the <i>Client</i> to be in breach of any of the Relevant Requirements;
Z5.1.5	Have and shall maintain in place throughout the term of this contract his own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and this condition Z5, and will enforce them where appropriate. The <i>Consultant</i> shall provide such supporting evidence of compliance as the <i>Client</i> may reasonably request.

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Z5.1.6	If requested by the <i>Client</i> , the <i>Consultant</i> shall, other than in relation to a breach of this condition Z5, provide the <i>Client</i> with any reasonable assistance, at the <i>Client's</i> reasonable cost, to enable the <i>Client</i> to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policies;
Z5.2	The <i>Consultant</i> confirms that neither the <i>Consultant</i> nor any of its officers, employees or other persons associated with it;
Z5.2.1	Has been convicted of any offence involving bribery or corruption, fraud or dishonesty;
Z5.2.2	Having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
Z5.2.3	Has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;
Z5.3	The <i>Consultant</i> shall promptly notify the <i>Client</i> if, at any time during the term of this contract, its circumstances, knowledge or awareness changes such that it would not be able to comply with this condition Z5 or repeat the warranties set out in this condition Z5 at the relevant time.
Z6	Compliance with Health, Safety and Environmental legislation
	The <i>Client</i> may terminate under core clause 90.2 if the <i>Consultant</i> substantially fails to comply with Health, Safety and Environmental legislation and/or the contract insofar as they relate to health, safety and the environment.
Z7	Programme
Z7.1	<p>Where applicable the <i>Consultant</i> submits a programme with its tender in the format defined in the Appendices to the <i>Consultant's</i> Contract Data and, unless otherwise stated in the Scope, provides progress updates to the <i>Client</i> on a fortnightly basis and submits updated versions of the Programme to the <i>Client</i> on a monthly basis to coincide with monthly progress review meetings.</p> <p>Programmes shall show actual progress against all activities included in the Price List along with all documentation preparation and review activities, hold points, time risk allowances, float etc and with critical path activities clearly identified as such.</p> <p>Within a week of the <i>Consultant</i> submitting a programme the <i>Client</i> either accepts it or notifies the <i>Consultant</i> of the reasons for not accepting it (such as it does not comply with the requirements above or the Scope or is impracticable). If the <i>Client</i> does not accept the programme the <i>Consultant</i> amends it and re-submits it within one week.</p> <p>Once accepted by the <i>Client</i> the programme becomes the accepted programme for the remaining work and supersedes previous accepted programmes.</p>

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The *Client's* Contract Data

Z7.2	This condition Z7 supersedes and replaces core clause 31.1
Z8	Key People
	The <i>Consultant</i> either employs each of the key people named to do the job stated in the Appendices to the Consultant's Contract Data or employs a replacement person who has been accepted by Nicola.hedges@ukifs.uk . The Consultant submits the name, relevant qualifications and experience of a proposed replacement person to Nicola.hedges@ukifs.uk for acceptance. A reason for not accepting the person is that their relevant qualifications and experience are not as good as those of the person who is to be replaced.
Z9	Rights of Third Parties
	No term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Contract.
Z10	Not Used Not used
Z11	Early Warnings and Compensation Events
Z11.1	The <i>Consultant</i> immediately notifies Nicola.hedges@ukifs.uk and the Client's Procurement representative of the following: <ul style="list-style-type: none"> • early warning notifications • compensation event notifications • notifications issued to the Adjudicator. • termination notifications The Client's Procurement representative may attend early warning meetings at their discretion.
Z11.2	If Nicola.hedges@ukifs.uk has decided and notified the <i>Consultant</i> that the <i>Consultant</i> did not give an early warning of a compensation event which an experienced consultant could have given the event is assessed as if the <i>Consultant</i> had given early warning.
Z12	Compliance with Cyber Essentials Accreditation
	The <i>Consultant</i> is required to hold and maintain through the life of the contract Cyber Essentials or Cyber Essentials Plus accreditation. The <i>Client</i> may terminate under core clause 90.3 (Reason 2) if the <i>Consultant</i> fails to comply with the minimum requirement for Cyber Essentials accreditation
Z13	Indemnity, insurance and liabilities
Z13.1	Subject to sub-clause Z13.2 & Z13.3 the Consultant shall indemnify the Client, subject to legal liability, against all legal claims and direct costs (not consequential or indirect) payable arising out of an infringement by the Consultant of the rights of others and excluding legal fees, except an infringement which arose out of the use by the Consultant of things provided by the Client.

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Z13.2	The Client agrees that the Consultant and its employees, servants and agents shall have no liability whatsoever or howsoever caused for any loss of profits, opportunity or use, business revenue, contracts, goodwill, data (including damage or corruption) or anticipated savings or any indirect, incidental or consequential loss, damage or expense incurred or suffered by the Client, its customers or any third party arising from or otherwise in connection with this Agreement and/or in relation to the Client's use of any information or results supplied by the Consultant or in connection with any product, process or system which may be produced or adopted by the Client or any other party, notwithstanding that the formulation of such product or process may be based upon the results of the Services.
Z13.3	The Consultant's sole liability shall be for direct loss or damage incurred or suffered by the Client or death or injury to any of the Client's employees, servants or agents as a result of negligence on the part of the Consultant or its employees, servants, subcontractors or agents in the performance of its obligations under this contract but such liability shall in no circumstances exceed the sums paid under this contract in the aggregate in respect of all such losses.
Z13.4	Nothing in this Clause Z13 shall be taken to exclude or restrict any liability of the Consultant or the Client for: <ul style="list-style-type: none"> (i) Death or personal injury resulting from the negligence of the Consultant or its employees, servants, sub-contractors or agents; (ii) Fraud or fraudulent misrepresentation; (iii) Wilful breach or misconduct; (iv) Any other liability which cannot by law be restricted or excluded.
Z14	Termination and dispute resolution
Z14.1	Either Party may terminate the Consultant's obligation to Provide the Services by notifying the other Party if the other Party has become insolvent or its equivalent.
Z14.2	The <i>Client</i> may terminate by notifying the <i>Consultant</i> if the <i>Consultant</i> has substantially failed to comply with his obligations and has not put the default right within four weeks of a notification by the <i>Client</i> .
Z14.3	The <i>Consultant</i> may terminate by notifying the <i>Client</i> if the <i>Client</i> has not paid an amount due under the contract within four weeks of the issue of a notice by the <i>Consultant</i> to the <i>Client</i> that payment is overdue.
Z14.4	On termination, the <i>Client</i> may complete the Services himself or employ other people or organisations to do so and use any material to which he has title. The <i>Consultant</i> does no further work necessary to Provide the Services.
Z14.5	After the final payment has been made, the <i>Consultant</i> gives to the <i>Client</i> information which he has obtained or prepared which he has a responsibility to provide under this contract.
Z14.6	A final payment is made as soon as possible after termination. The amount due on termination includes <ul style="list-style-type: none"> • an amount due assessed as for normal payments; and • other costs reasonably incurred by the Consultant in expectation of completing the services and to which the Consultant is committed.

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Z14.7	If a procedure for dispute resolution is included in this contract, the Parties follow the procedure before referring a dispute to the tribunal.
Z14.8	A Party may not refer a dispute to the tribunal less than four weeks after he has notified the other Party of his intention to do so. The Party may only issue the notice after the conclusion of any procedure for dispute resolution stated in this contract
Z15	<p>Delete clauses 93.1 to 93.4 and replace with:</p> <p>93.1 A dispute arising under or in connection with the contract is referred to mediation.</p> <p>93.2 A Party may refer a dispute to the <i>tribunal</i> if unresolved under clause 93.1.</p>
Z16	<p>Modern Slavery</p> <p>Z16.1 The <i>Consultant</i> shall at all times comply with:</p> <ul style="list-style-type: none"> all Applicable Laws, regulations and sanctions relating to modern slavery and human trafficking including but not limited to the Modern Slavery Act 2015, and any anti-slavery policy adopted by the <i>Client</i> from time to time. <p>Z16.2 The <i>Consultant</i> shall implement and maintain throughout the duration of the contract due diligence procedures for its own suppliers, subcontractors (including Subcontractors) and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.</p> <p>Z16.3 The <i>Consultant</i> shall notify the <i>Client</i> as soon as it becomes aware of:</p> <ul style="list-style-type: none"> any breach, or potential breach, of any anti-slavery policy adopted by the <i>Client</i> from time to time, or any actual or suspected slavery or human trafficking in a supply chain which has a connection with the contract. <p>Z16.4 The <i>Consultant</i> shall permit the <i>Client</i>, and any person nominated by it for this purpose, to have such access on demand to the <i>Consultant's</i> premises, personnel, systems, books and records as the <i>Client</i> may require to verify the <i>Consultant's</i> compliance with this Clause Z16."</p>
Z17	<p>Freedom of Information</p> <p>Z17.1 The <i>Consultant</i> acknowledges that unless the <i>Service Manager</i> has notified the <i>Consultant</i> that the <i>Client</i> is exempt from the provisions of the FOIA, the <i>Client</i> is subject to the requirements of the Code of Practice on Government Information, the FOIA and the Environmental Information Regulations. The <i>Consultant</i> therefore acknowledges that the <i>Client</i> may be obliged, on request, to provide</p>

	<p>or consider the provisions of Information to third parties where that Information constitutes or may constitute Confidential Information. The <i>Consultant</i> cooperates with and assists the <i>Client</i> so as to enable the <i>Client</i> to comply with its information disclosure obligations.</p>
	<p>Z17.2 The <i>Consultant</i>:</p> <ul style="list-style-type: none"> transfers to the <i>Service Manager</i> all Requests for Information that it or its Subcontractors receive as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information, provides the <i>Service Manager</i> with a copy of all Information in its or its Subcontractors' possession, or power as the <i>Service Manager</i> considers reasonably relevant to the Request in the form that the <i>Service Manager</i> requires as soon as practicable and in any event within five Working Days of the <i>Service Manager</i>'s request for that Information and supply any follow up Information required by the <i>Service Manager</i> thereafter within 2 Working Days of the <i>Service Manager</i>'s follow up request, provides all necessary assistance as reasonably requested by the <i>Service Manager</i> to enable the <i>Client</i> to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations, and procures that its Subcontractors do likewise. <p>For the purposes of this Clause Z17.2 "Working Day" has the meaning given in Section 10 of the FOIA.</p>
	<p>Z17.3 The <i>Client</i> is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.</p>
	<p>Z17.4 The <i>Consultant</i> does not respond directly to a Request for Information unless authorised to do so by the <i>Service Manager</i>.</p>
	<p>Z17.5 The <i>Consultant</i> acknowledges that the <i>Client</i> may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA (or any replacement or revision of that Code), be obliged to disclose information that is or may be Confidential Information:</p> <ul style="list-style-type: none"> i. in certain circumstances without consulting or obtaining consent from the <i>Consultant</i>; or (ii) following consultation with the <i>Consultant</i> and having taken the <i>Consultant</i>'s views into account, provided always that where this clause Z17.5 applies, the <i>Client</i> shall, in accordance with the recommendations of the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA (or any replacement or revision of that Code), draw this to the attention of the <i>Consultant</i> prior to any disclosure.
	<p>Z17.6 The <i>Consultant</i> ensures that all information is retained for disclosure throughout the period for retention and permits the <i>Service Manager</i> to inspect such records as and when reasonably requested from time to time.</p>

	<p>Z17.7 Subject to the <i>Client</i> complying with its obligations under this Clause Z17, the <i>Client</i> shall not be liable for any loss, damage, harm or other detriment suffered by the <i>Consultant</i> or any Subcontractor arising from the disclosure of any Information whether or not such Information is Confidential Information falling within the scope of the FOIA or EIR.</p> <p>Z17.8 The <i>Consultant</i> shall indemnify the <i>Client</i> against all claims, demands, actions, costs proceedings and liabilities that the <i>Client</i> incurs due to the <i>Consultant's</i> or any Subcontractor's breach of this Clause Z17.</p> <p>Z17.9 The <i>Consultant</i> shall ensure that the terms of any sub-contract which it enters into with a Subcontractor replicate the provisions of this Clause Z17 such that the <i>Client</i> has the same rights against a Subcontractor as it does against the <i>Consultant</i> under this Clause Z17."</p> <p>The definitions used in this clause Z17 are as follows:</p> <p>"Environmental Information Regulations" means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relative Government department in relation to such regulations.</p> <p>"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relative Government department in relation to such legislation.</p> <p>"Information" is information as defined in Section 84 of the FOIA and which relates to the contract (or any preceding tender process leading up to it), the <i>Consultant</i>, or any Subcontractor, of the <i>services</i>.</p> <p>"Request for Information" or "Request" means a request for information or an apparent request under the Code of Practice on access to Government Information, FOIA or the Environmental Information Regulations.</p> <p>"Working Day" means any day other than a Saturday or Sunday or a public or bank holiday in England.</p>
Z18	<p>Tax Compliance</p> <p>Z18.1 The <i>Consultant</i> represents and warrants that at the Contract Date, it has notified the <i>Client</i> in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.</p> <p>Z18.2 If, at any point prior to the <i>defects date</i>, an Occasion of Tax Non-Compliance occurs, the <i>Consultant</i> shall:</p> <ul style="list-style-type: none"> • notify the <i>Client</i> in writing of such fact within 5 days of its occurrence, and • promptly provide to the <i>Client</i>, • details of the steps which the <i>Consultant</i> is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant, and • such other information in relation to the Occasion of Tax Non-Compliance as the <i>Client</i> may reasonably require." <p>The definitions used in this clause Z18 are as follows:</p>

	<p>"Occasion of Tax Non-Compliance" is where any tax return of the <i>Consultant</i> submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> • a Relevant Tax Authority successfully challenging the <i>Consultant</i> under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle, or • the failure of an avoidance scheme which the <i>Consultant</i> was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime, and • where any tax return of the <i>Consultant</i> submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Date or to a civil penalty for fraud or evasion. <p>"Regulator" means any statutory authority being any governmental or local authority, statutory undertaker or other body of competent jurisdiction which has any jurisdiction with regard to the <i>service</i> and/or the performance of the <i>Consultant's</i> obligations under the contract and/or with whose requirements the <i>Client</i> is required or accustomed to comply and/or with whose systems the <i>service</i> are or will be connected.</p> <p>"Regulatory Requirements" means any legally enforceable requirement of any Regulator and any condition, stipulation, proviso, restriction or requirement of any licence, authorisation, consent, omission, order, permit, warrant, approval or notice (whether obtained by the <i>Client</i> or by the <i>Consultant</i>) required in order to enable the <i>Consultant</i> to Provide the Service or otherwise required in connection with the <i>service</i> and any condition precedent or other requirement of any Regulator which must be satisfied prior to the grant, issuance, renewal, variation, extension, continuation and/or reconfirmation of any such licence, authorisation, consent, permission, order, permit, warrant, approval or notice.</p> <p>"Relevant Requirements" are all Applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.</p> <p>"Relevant Tax Authority" is HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the <i>Consultant</i> is established.</p>
<p>Z19</p>	<p>(Data Protection)</p> <p>Z19.1 Definitions:</p> <p>"Data Protection Legislation" is (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR. The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018.</p> <p>"Personal Data" takes the meaning given to that term in the UK GDPR.</p> <p>"Controller", "processor", "data subject", "processing" and "appropriate technical and organisational measures" are as defined in the UK GDPR.</p>

	<p>"UK GDPR" has the meaning given to it in section 3 of the DPA 2018).</p>
Z19.2	<p>For the purposes of this contract and the Data Protection Legislation</p> <ul style="list-style-type: none"> the <i>Client</i> is the controller and the <i>Consultant</i> is the processor.
Z19.3	<p>The <i>Consultant</i> processes the Personal Data in accordance with (and so as not to put the <i>Client</i> in breach of) the Data Protection Legislation and only to the extent necessary for the purpose of performing its obligations under this contract.</p>
Z19.4	<p>The <i>Consultant</i> has in place and maintains until the <i>defects date</i> appropriate technical and organisational measures (having regard to the nature of the Personal Data, the state of technological development and the cost of implementing such measures) to protect against accidental, unauthorised or unlawful processing, destruction, loss, alteration or disclosure of, or damage to, Personal Data or to any equipment used to process the Personal Data in respect of the harm that might result from such accidental, unauthorised or unlawful processing, destruction, loss, alteration, disclosure or damage.</p>
Z19.5	<p>The <i>Consultant</i> immediately notifies the <i>Client</i> if it receives</p> <ul style="list-style-type: none"> a request from any person whose Personal Data it holds to access its Personal Data or a complaint or request relating to the <i>Client's</i> obligations under the Data Protection Legislation.
Z19.6	<p>The <i>Consultant</i> assists and co-operates with the <i>Client</i> in relation to any complaint or request received, including</p> <ul style="list-style-type: none"> providing full details of the complaint or request, complying with the request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the <i>Client</i> and promptly providing the <i>Client</i> with any Personal Data and other information it has requested.
Z19.7	<p>The <i>Consultant</i> allows the <i>Client</i> to conduct periodic audits of the <i>Consultant's</i> compliance with the Data Protection Legislation. The <i>Consultant</i> complies with the instructions of the <i>Client</i> to enable such audits to be carried out.</p>
Z19.8	<p>The <i>Consultant</i> complies with the requirements of the <i>Client</i> in relation to the storage, dispatch and disposal of the Personal Data in any form or medium.</p>
Z19.9	<p>The <i>Consultant</i> immediately notifies the <i>Client</i> on becoming aware of any breach of this clause or of the Data Protection Legislation by the <i>Consultant</i> or any Subcontractor.</p>
Z19.10	<p>The <i>Consultant</i> does not process the Personal Data outside the UK without the prior agreement of the <i>Client</i>. Where the <i>Client</i> agrees, the <i>Consultant</i> complies with the instructions of the <i>Client</i> and its obligations under the Data Protection Legislation, and provides an adequate level of protection to any Personal Data that is transferred.</p>

	The <i>Client</i> or the <i>Consultant</i> provides appropriate safeguards in relation to the transfer and ensures that the data subject has enforceable rights and effective legal remedies.
Z20	Assignment
Z20.1	The <i>Client</i> may assign or transfer all or any rights under or arising out of this Contract at any time without the prior consent of the <i>Consultant</i> to any of UKAEA subsidiaries. Any such assignment shall take effect upon the <i>Consultants'</i> receipt of written notice of the same.]
Z21 (Procurement Act)	<p>Additional Definitions:</p> <p>Alternative Online System – has the same meaning as provided for in regulation 5(10) of the PR24</p> <p>Associated Person – has the same meaning as provided for in section 26(4) of the Procurement Act</p> <p>CDP – means the central digital platform as defined in regulation 5(2) of the PR24</p> <p>Confidential Information means all confidential information relating to the <i>service</i> and the <i>Client's</i> project in connection with which the <i>service</i> to be provided including but not limited to any information disclosed by the <i>Client</i> under this contract.</p> <p>Connected Person – has the same meaning as provided for in paragraph 45 of Schedule 6 of the Procurement Act</p> <p>Debarment List – has the same meaning as provided for in section 57(5) of the Procurement Act</p> <p>Electronic Invoice(s) – means an invoice which is issued, transmitted and received in a structured electronic format that allows for its automatic and electronic processing. The “required electronic form” means a form that—</p> <ol style="list-style-type: none"> complies with the standard for electronic invoicing approved and issued by the British Standards Institution in the document numbered BS EN 16931-1:2017 (Electronic invoicing - Part 1: Semantic data model of the core elements of an electronic invoice), and uses a syntax which is listed as a syntax that complies with that standard in the document numbered PD CEN/TS 16931-2:2017 (Electronic invoicing - Part 2: List of syntaxes that comply with EN 16931-1) approved and issued by the British Standards Institution. <p>Procurement Act – the Procurement Act 2023 (as may be amended from time to time)</p> <p>PR24 – the Procurement Regulations 2024 (as may be amended from time to time)</p> <p><u>Transparency</u></p> <ol style="list-style-type: none"> The <i>Consultant</i> shall immediately notify the <i>Client</i> of the <i>Consultant</i>, an Associated Person or subcontractor being placed on the Debarment List and/or of any matter that will result in the <i>Consultant</i>, an Associated Person or subcontractor being an excluded or excludable supplier under the terms of the Procurement Act. The <i>Consultant</i> shall, as required by the Procurement Act and PR24, provide, publish and keep up to date all necessary information, including core supplier information (as defined by the PR24) on the CDP.

	<p>3. The <i>Consultant</i> shall comply with any requests for information and/or investigations by the Procurement Review Unit.</p> <p>4. The <i>Client</i> shall include issue a contract details notice containing the information prescribed by the Procurement Act and PR24. Furthermore, if the tendered total of the Prices exceeds £5,000,000, the <i>Client</i> shall publish a copy of this contract with such redactions as permitted by section 94 of the Procurement Act.</p> <p>5. The <i>Consultant</i> accepts and acknowledges that the <i>Client</i> shall publish such information as it is required or entitled to pursuant to the Procurement Act and PR24 regarding the <i>Consultant</i>, an Associated Person, a subcontractor or this contract, whether on the CDP, an Alternative Online System or otherwise. The <i>Client</i> shall not be liable for any loss, damage, harm or other detriment suffered by the <i>Consultant</i>, an Associated Person or subcontractor arising from the disclosure or publication of any information pursuant to this clause Z21, whether or not such Information is Confidential Information.</p> <p>6. This contract is subject to the Procurement Act and as such the <i>Client</i> is required to publish various notices regarding this contract on the CDP and UKIFS tendering platform. The <i>Consultant</i> hereby agrees to the inclusion of such information as the <i>Client</i> deems necessary to comply with the notification obligations contained within the Procurement Act. Furthermore, the <i>Consultant</i> shall provide such information and assistance as is necessary to enable the <i>Client</i> to publish any and all notices within the timeframes required by the Procurement Act.</p> <p>7. The <i>Consultant</i> shall provide to the <i>Client</i> such information as it requires within such timeframe(s) as the <i>Client</i> sets, to enable the conflicts assessment prepared in accordance with section 83 of the Procurement Act to be reviewed and revised as necessary. In particular, the <i>Consultant</i> shall provide such information under this clause Z21 to enable the <i>Client</i> to provide the confirmation required pursuant to section 83(5) of the Procurement Act when publishing any relevant notices (as defined in section 58(6) of the Procurement Act). The <i>Consultant</i> must immediately advise of any perceived or actual conflicts of interest (as defined in section 81 of the Procurement Act).</p> <p>8. The <i>Client</i> shall include within its payment compliance notices (as defined by the Procurement Act) relevant information (including but not limited to the information prescribed by the PR24) regarding payments made under this contract.</p> <p>9. The <i>Client</i> shall publish specified information (as prescribed by the Procurement Act and PR24) about any payment of more than £30,000 made under this contract.</p> <p>10. Invoices submitted by the <i>Consultant</i> are Electronic Invoices.</p> <p>11. If section 72 of the Procurement Act applies, the <i>Client</i> may direct that the <i>Consultant</i> enter into a legally binding arrangement with a subcontractor or supplier for the purpose of that subcontractor or supplier performing all or part of the contract (as required or indicated). If a subcontractor or supplier fails to enter into a legally binding arrangement as directed by the <i>Client</i>, the <i>Client</i> may</p> <ul style="list-style-type: none"> • direct the <i>Consultant</i> to enter into a legally binding arrangement with another appropriate supplier (as defined in section 72(3), or • terminate this contract. <p>12. In the event that:</p>
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	<p>1.1. the <i>Client</i> considers that the contract was awarded or modified in material breach (as defined in section 78(12) of the Procurement) of the Procurement Act or regulations made under it;</p> <p>1.2. the <i>Consultant</i> has, since the award of this contract, become an excluded supplier or excludable supplier (including by reference to Connected Person or an Associated Person) in accordance with the terms of the Procurement Act;</p> <p>1.3. a subcontractor (other than an Associated Person) to which the <i>Consultant</i> is sub-contracting the performance of all or part of this contract is an excluded or excludable supplier in accordance with the terms of the Procurement Act, the <i>Client</i> may terminate this contract once the <i>Client</i> has complied with the terms of clause Z21.13.</p> <p>13. The <i>Client</i> has:</p> <p>1.1 notified the <i>Consultant</i> of its intention to terminate;</p> <p>1.2 specified the termination ground which applies and the basis on which the <i>Client</i> has decided to terminate the contract;</p> <p>1.3 given the <i>Consultant</i> reasonable opportunity to make representations about:</p> <p>1.3.1. whether a termination ground applies; and</p> <p>1.3.2. the <i>Client</i>'s decision to terminate, before terminating the contract.</p> <p>1.4 given the <i>Consultant</i> reasonable opportunity, to:</p> <p>1.4.1 cease sub-contracting to the excluded or excludable subcontractor, and</p> <p>1.4.2 if necessary, find an alternative subcontractor to which to sub-contract, before terminating the contract.</p> <p>14. For the purposes of clause Z21.12, the <i>Client</i> may consider the <i>Consultant</i> excluded or excludable by reference to placement on the Debarment List.</p> <p>15. In the event that the <i>Client</i> has complied with the requirements of clauses Z21.12 to Z21.13, the <i>Client</i> shall be entitled to terminate the <i>contract</i> with immediate effect and clauses 91.1, 91.2, 92.1, 92.2 (which shall apply under this clause), and clause 92.4.</p>
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The *Consultant's* Contract Data

Name	Program Planning Professionals Limited
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Address for communications 3-5 Crutched Friars, London EC3N 2HT

Address for electronic communications Malcolm.innes@migso-pcubed.com , cc'd to david.whitmore@migso-pcubed.com

The *fee percentage* is %

category of person	unit	rate
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The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The *Consultant's* Offer and *Client's* Acceptance

The *Consultant* offers to Provide the Service in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

£92,000

Enter the total of the Prices from the Price List. If all work is to be carried out on a time charge basis, enter 'Not Applicable'

Signed on behalf of the *Consultant*

Name Richard Siddle

Position DIRECTOR

Signature Richard Siddle

Date 18/05/2025

The *Client* accepts the *Consultant's* Offer to Provide the Service

Signed on behalf of the *Client*

Name Spencer Hill

Position Head of Operational Procurement

Signature

Date 16/05/2025

Price List

The contract does not provide for the *Consultant* to be paid on a mixture of time charge and Prices and one or the other must be selected.

If the work is to be paid on a time charge basis, only expenses should be included. No other entries should be made in the Price List.

If the *Consultant* is to be paid on a priced basis the entries in the first four columns are made either by the Client or the tenderer.

For each row:

- If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
- If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the People Rates. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE
1	Initial RelationSHAPE Metric	ea	1	36400	36400
2	Completion of the action plan	ea	1	11500	11500
3	Quarterly reassessment	ea	2	11500	23000
4	Best practice review report	ea	1	5800	5800
5	B2B Relationship training	ea	2	4800	9600
6	Survey report	ea	1	5700	5700
EXPENSES					
1	Hotel and subsistence	Night	24	195	4680
2	Travel	Trip	97	48	4656

The method and rules used to compile the Price List are

Scope

1. MP will convene a joint Voice of the Customer workshop with UKIFS and UKAEA to agree a focus for further assessment of the STEP relationship. We will then interview key stakeholders in both companies, convene separate workshops with the two companies and then host a combined workshop to agree the “Impression” of the relationships using MP’s unique RelationSHAPE process. This will result in a RelationSHAPE Metric for the relationship. This will require the key players from both partners to be identified and made available for an initial 1 hr individual in-person interview, then to attend a ½ day in-person workshop with the other key players from their organisation and then a 1 day in-person workshop with all players from both partners to agree the “impression” of the relationship and to define the actions required to set the relationship on course to perform at the level required for programme success.
2. Implementation of the action plans from the above RelationSHAPE process. We recommend the action plans are delivered by representatives from both parties with quarterly reviews and coaching from MP change management consultants. This will ensure best practice is identified and developed in a way that works with the cultures of the two partner originations.
3. Quarterly reassessments of the relationship. This will involve a one-day in-person workshop for each reassessment with the people who were at that time considered to be influential in the relationship. The updated impression would be published one week after the workshop, together with any further actions that were identified. If at any reassessment the relationship was considered to have changed to the extent that the baseline was no longer valid, a full reassessment and a new action plan would be required. This would be additional to the quotation provided here. We would not expect this to be required unless some major change had taken place (e.g. acquisition of one partner or a major reset in the project strategy).
4. Best practice review of the relationship. Using the UCL-MP research we would review the current relationship against the findings from best practice relationships that we have identified through the research. This may identify factors other than those identified in the RelationSHAPE process. For example, factors that may not be currently affecting the relationship but may at some point in the future. The RelationSHAPE process would pick this up through the ongoing reassessments, but the best practice review would enable pre-emptive action to be taken and built into the TOM development. This would entail a one-hour interview with two people from each partner and a desktop review. The people who were interviewed could then be included in the UCL research cohort and would receive periodic updates on the research and invitations to any events that were held to share early insights prior to publication. We would also arrange knowledge sharing meetings with best practice projects if that was of interest to the STEP Programme team.
5. Training and knowledge capture. Delivery of two 1-day in-person training workshops to provide the attendees with the background theory to B2B relationships and the research conducted over the last 20 years by MP and its associates. This would be supplemented by a survey of all staff in the two partner organisations to understand the coherence between the leadership team and the operational units on the value, performance and potential of the relationship. This would result in recommendations to provide additional communications and possibly, training to all staff to improve the consistent understanding of the relationship throughout the two originations. This follow-on work is excluded from this quotation. Finally, a review of the target operating model would be conducted and recommendations provided to assist the development of the relationship between the two partners.

The deliverables:

1. RelationSHAPE Metric and action plan for the UKIFS – UKAEA STEP relationship. To be delivered 2 calendar months after the commencement of the work.
2. Report of the completion of the action plan, including a reassessment of the RelationSHAPE Metric. Estimated delivery to be 2 calendar months after the agreement of the action plan. This will be confirmed once the action plan has been defined.
3. 2 quarterly re-assessments of the relationship and publication of an updated RelationSHAPE Metric. The first update will be published 3 months after the completion of the action plan and the second six months after the completion of the action plan.
4. Report comparing the relationship against recognised best practice, including a summary of discussions with best practice projects.
5. Delivery of two B2B relationship training workshops. A maximum of 12 attendees can be accommodated at each workshop. This would be delivered at an agreed point during the engagement to maximise the learning benefit for the attendees.
6. Delivery of a report summarising a survey of all staff in both partner organisations. This would be delivered shortly after the issue of the first update of the RelationSHAPE metric.

[Type here]

Annex 1

Client Background IP

DRAFTING NOTE: If any of the tables below are redundant, do not delete but insert in Column 1

'Nothing to declare'.

Annexe 1 Part 1

Registered IP	Application Registration Number
Registered Patent / Patent Application	Nothing to declare.
Registered Trade Mark / Trade Mark Application	Nothing to declare.
Registered Design / Design Application	Nothing to declare.

Annexe 1 Part 2

Licences issued with respect to Registered IP in Third Schedule Part 1

Nothing to declare.

Annexe 1 Part 3

Software	UKAEA Identifier
	Nothing to Delcare
	Nothing to Delcare
	Nothing to Delcare
	Nothing to Delcare

Annexe 1 Part 4

Documented Know-how & Trade Secrets	UKAEA Identifier
	Nothing to Delcare
	Nothing to Delcare
	Nothing to Delcare
	Nothing to Delcare

Annexe 1 Part 5

Other Know-how and Trade Secrets	Figures (if required)
Nothing to declare.	

Annexe 1 Part 6

Hardware	UKAEA Identifier
	Nothing to Delcare
	Nothing to Delcare
	Nothing to Delcare
	Nothing to Delcare

Annexe 1 Part 7

In-licences

In-Licences	UKAEA Identifier
	Nothing to Delcare
	Nothing to Delcare
	Nothing to Delcare
	Nothing to Delcare

Classification: Official – Commercial in Confidence

Annex 1b

Consultant Background IP

DRAFTING NOTE: If any of the tables below are redundant, do not delete but insert in Column 1

'Nothing to declare'.

Annexe 1 Part 1

Registered IP	Application/ Registration Number
Registered Patent / Patent Application	
Registered Trade Mark / Trade Mark Application	
Registered Design / Design Application	

Annexe 1 Part 2

Licences issued with respect to Registered IP in Third Schedule Part 1

Nothing to declare.

Annexe 1 Part 3

Software	Identifier

Annexe 1 Part 4

Documented Know-how & Trade Secrets	Identifier
RelationSHAPE - A process to identify critical issues affecting a business-to-business relationship, including a bespoke software application for recording the RelationSHAPE "impression".	

Annexe 1 Part 5

Other Know-how and Trade Secrets	Figures (if required)
Nothing to declare.	

Annexe 1 Part 6

Hardware	Identifier

Annexe 1 Part 7

In-Licences	Identifier

Classification: Official – Commercial in Confidence