GENERAL CONDITIONS OF CONTRACT

STANDARD TERMS AND CONDITIONS FOR PROVISION OF SERVICES

# DEFINITIONS & INTERPRETATION

## In these Conditions the following expressions shall have the following meanings unless inconsistent with the context:

**“Authorised Representative”** means any person authorised by the ORE Catapult to act on its behalf for the purposes of the Contract or any order;

**“Charges”** means the charges payable by ORE Catapult for the supply of the Service in accordance with [Condition 7](#a_7) (Charges and Payment);

**“Commencement Date”** has the meaning set out in [Condition 2.2](#a_2_2) (Basis of Contract);

**“Condition”** means these terms and conditions as amended from time to time in accordance with [Condition 22](#a_22) (Variation);

**“Confidential Information”** means any non-public information that relates to the actual or anticipated business and/or products, research or development of ORE Catapult or ORE Catapult’s technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the ORE Catapult’s products or services and markets, customer lists and customers, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the other Party, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, or other property of ORE Catapult. Confidential Information also includes the existence of any dispute arising under this Contract and the terms and facts of such dispute, including without limitation any settlement amounts. Notwithstanding the foregoing, Confidential Information shall not include any such information which the Contractor can establish (i) was publicly known or made generally available prior to the time of disclosure to the Contractor; (ii) becomes publicly known or made generally available after disclosure to the Contractor through no wrongful action or inaction of the Contractor; or (iii) is in the rightful possession of the Contractor, without confidentiality obligations, at the time of disclosure as shown by then-contemporaneous written records;

**“Contract”** means the contract between ORE Catapult and the Contractor consisting of the Scope of Works, the Proposal, the Order and these Conditions which contract shall come into effect in accordance with [Condition 2.2](#a_2_2) (Basis of Contract);

**“Contractor”** means the person or firm from whom ORE Catapult purchases the Service;

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including 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).

**“Deliverables”** means: all documents, products and materials developed by the Contractor or its agents, contractors and employees as part of or in relation to the Service in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

**“Intellectual Property Rights”** means all patents, rights to inventions, utility models, trademarks, service marks, registered designs or any applications for any of the foregoing, copyright (including in any text, computer coding, algorithms, applets, or in any other constituent elements of the Outputs), design rights, database rights, rights in computer software, domain names, trade or business names, goodwill, topographical rights, moral rights, rights in confidential information, look and feel in any graphical user interface in the Deliverables, all know-how and any other intellectual or industrial property rights of any nature, whether subsisting in the United Kingdom or anywhere else in the world and whether registered, registerable or otherwise;

**“Law”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.

**“ORE Catapult”** means Offshore Renewable Energy Catapult (Company Number 04659351) whose registered office is at Offshore House, Albert Street, Blyth, Northumberland NE24 1LZ or any of its subsidiaries including ORE Catapult Development Services Limited (Company Number 05636283);

**“ORE Catapult Materials”** has the meaning set out in [Condition 3.3(h)](#a_3_3_h) (Provision of the Service);

**“Order”** means ORE Catapult's order for the supply of Service, as set out in ORE Catapult's purchase order form, and including these Conditions, any supplementary Conditions and all Specifications and other documents that are relevant to the Order;

**“Party”** means a Party to the Contract and “Parties” means both the ORE Catapult and the Contractor in the Contract;

**“Price”** means the price payable for the Service as specified in the Contract;

**“Representative”** means employees, agents, contractors, consultants and professional advisors of a Party.

**“Scope of Works”** means the document which describes the Services to be delivered including any Deliverables and Specification.

**“Service(s)”** means all services, including without limitation any Deliverables, to be provided by the Contractor under the Contract as set out in the Contract;

**“Specification”** means the description or specification or Scope of Works for the Service agreed in writing by the ORE Catapult and the Contractor;

**“Term”** means the period described in [Condition 13.1](#a_13_1) (Term and Termination);

**“Termination Date”** means the date of termination of the Term, howsoever arising.

## References to any statute or statutory provision shall include any subordinate legislation made under it, and any subsequent legislation that adds to or replaces it.

## The descriptive headings to Conditions, schedules and paragraphs are inserted for convenience only, have no legal effect and shall be ignored in the interpretation of these Conditions.

## Words importing the singular include the plural and vice versa, words importing a gender include every gender and reference to persons include an individual, company, corporation, firm, partnership, unincorporated association or body of persons.

## The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

## A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

## A reference to a Party includes its Representatives, successors or permitted assigns;

## A reference to writing or written includes e-mails

# BASIS OF CONTRACT

## The Order constitutes an offer by ORE Catapult to purchase the Service in accordance with these Conditions.

## The Order shall be deemed to be accepted on the earlier of:

1. the Contractor issuing written acceptance of the Order; or
2. any act by the Contractor consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence **(Commencement Date)**.

## These Conditions apply to the Contract to the exclusion of any other terms that the Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## There is no guarantee that the volume of work and data provided by ORE Catapult is accurate and such information given in the Invitation to Tender (if applicable) is for guidance only.

## Nothing contained in this Contract shall prevent ORE Catapult from employing some person other than the Contractor to provide services similar to the Services.

# PROVISION OF THE SERVICE

## The Contractor shall from the Commencement Date and for the duration of this Contract provide the Service to ORE Catapult in accordance with the terms of the Contract.

## The Contractor shall meet any performance dates for the Service specified in the Contract or notified to the Contractor by ORE Catapult. Time of performance of the Contractor’s obligations shall be of the essence of the Contract. Accordingly, in the event that at any stage the Services or any part of them, are not delivered on time, then ORE Catapult shall be entitled to exercise the remedies in [Condition 5](#a_5).

## In providing the Service, the Contractor shall:

1. co-operate with ORE Catapult in all matters relating to the Service, and comply with all reasonable instructions of ORE Catapult;
2. perform the Service with all due care, skill and diligence in accordance with best practice in the Contractor's industry, profession or trade;
3. not withstanding [Condition 4](#a_4), use Representatives who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Contract;
4. ensure that the Service and Deliverables conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Contractor by ORE Catapult;
5. provide all equipment, tools and vehicles and such other items as are required to provide the Service;
6. obtain and at all times maintain all necessary licences and consents, and comply with all applicable Laws and regulations;
7. observe all health and safety rules and regulations and any other security requirements that apply at any of the ORE Catapult's premises;
8. hold all materials, equipment and tools, drawings, specifications and data supplied by ORE Catapult to the Contractor **(ORE Catapult Materials)** in safe custody at its own risk, maintain the ORE Catapult Materials in good condition until returned to ORE Catapult, and not dispose or use the ORE Catapult Materials other than in accordance with ORE Catapult's written instructions or authorisation;
9. not do or omit to do anything which may cause ORE Catapult to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Contractor acknowledges that ORE Catapult may rely or act on the Service; and
10. acknowledge that it has sufficient information about ORE Catapult and the Specification and that it has made all appropriate and necessary enquires to enable it to perform the Service in accordance with the Contract and therefore shall not be excused from any obligation due to any misunderstanding by the Contractor of any fact relating to the Specification or otherwise to the Contract.

## The Service may include assisting or managing other suppliers providing services to ORE Catapult at no additional cost to ORE Catapult to the extent that such assistance or management of other suppliers is as described in, contemplated by or reasonably to be inferred from the Service or the nature or manner of the supply thereof.

# PERSONNEL AND COMPETENCIES

## The Contractor shall employ the person named in the Contract (if any) to supervise the performance of the Service. Any changes to the availability of that person must be approved by ORE Catapult in advance; approval not to be unreasonably withheld.

# ORE CATAPULT REMEDIES

## Without prejudice to [Condition 12.2](#a_12_2), if the Contractor fails to perform the Services in accordance with the Contract, ORE Catapult shall, without limiting its other rights or remedies, have one or more of the following rights:

1. to refuse to accept any subsequent performance of the Services which the Contractor attempts to make;
2. to recover from the Contractor any costs incurred by ORE Catapult in obtaining substitute services from a third party;
3. where ORE Catapult has paid in advance for Services that have not been provided by the Contractor, to have such sums refunded by the Contractor;
4. to claim damages for any additional costs, loss or expenses incurred by ORE Catapult which are in any way attributable to the Contractor's failure to meet delivery dates in conformity with the terms of this Contract;

## These Conditions shall extend to any substituted or remedial services provided by the Contractor.

## The ORE Catapult's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

# ORE CATAPULT'S OBLIGATIONS

## ORE Catapult shall:

1. provide the Contractor with reasonable access at reasonable times to the ORE Catapult's premises for the purpose of providing the Service; and
2. provide such information to the Contractor as the Contractor may reasonably request and the ORE Catapult considers reasonably necessary for the purpose of providing the Service.

# CHARGES AND PAYMENT

## Charges for the Service shall be set out in the Order, and shall be the full and exclusive remuneration of the Contractor in respect of the performance of the Service. Unless otherwise agreed in writing by the ORE Catapult, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Service.

## Unless otherwise specified in the Contract, the Contractor shall invoice ORE Catapult for the Services on completion of the Service. All invoices shall be sent to finance@ore.catapult.org.uk. Each invoice shall include such supporting information required by ORE Catapult to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

## In consideration of the supply of the Service by the Contractor, ORE Catapult shall pay the invoiced amounts within thirty (30) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Contractor.

## Wherever required by ORE Catapult, payment may be agreed on an individual commission basis and may be linked to successful delivery of ORE Catapult’s defined milestones.

## All amounts payable by ORE Catapult under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being **(VAT)**. Where any taxable supply for VAT purposes is made under the Contract by the Contractor to ORE Catapult, ORE Catapult shall, on receipt of a valid VAT invoice from the Contractor, pay to the Contractor such additional amounts in respect of VAT as are chargeable on the supply of the Service at the same time as payment is due for the supply of the Service.

## If any VAT is to be paid, the Contractor shall show this separately on the invoice.

## The Contractor shall maintain complete and accurate records of the time spent and materials used by the Contractor in providing the Service, and shall allow ORE Catapult to inspect such records at all reasonable times on request.

## ORE Catapult may at any time, without limiting any of its other rights or remedies, set off any liability of the Contractor to ORE Catapult against any liability of ORE Catapult to the Contractor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

## ORE Catapult will be entitled to deduct from the Price any amount owing at any time from the Contractor to ORE Catapult.

# INTELLECTUAL PROPERTY RIGHTS

## In respect of any services that are transferred to ORE Catapult under this Contract, including without limitation of the Deliverables or any part of them, the Contractor warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to ORE Catapult, it will have full and unrestricted rights to transfer all such items to ORE Catapult.

## The Contractor assigns to ORE Catapult, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Service, including for the avoidance of doubt the Deliverables.

## The Contractor shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Service 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.

## The Contractor shall, promptly at ORE Catapult's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as ORE Catapult may from time to time require for the purpose of securing for ORE Catapult the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to ORE Catapult in accordance with [Condition 8.2](#a_8_2) above.

## All ORE Catapult Materials are the exclusive property of ORE Catapult.

# INDEMNITY

## The Contractor shall keep ORE Catapult indemnified against all loss, actions, costs, claims, demands, expenses (including legal and other professional fees and expenses) and liabilities whatsoever (whether direct, indirect or consequential including but not limited to loss of profit and loss of reputation) which ORE Catapult may incur either at common law or by statute in respect of:

1. personal injury to or death of any person including ORE Catapult’s or the Contractor’s employees, agents, sub-contractors or other Representatives while on ORE Catapult’s premises (other than as a result of any negligence of ORE Catapult or of any person for whom ORE Catapult is responsible) which shall have occurred in connection with any work executed by the Contractor under the Contract;
2. loss or destruction or damage to property belonging to ORE Catapult or any third party (other than as a result of any negligence of ORE Catapult or of any person for whom ORE Catapult is responsible) which shall have occurred in connection with any work executed by the Contractor under the Contract;
3. any claim brought by a third party for actual or alleged infringement of intellectual property rights arising out of or in connection with the receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Contractor or its Representatives; and
4. without prejudice to the foregoing, any claim brought by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Contractor.

## This [Condition 9](#a_9) shall survive termination of the Contract.

# INSURANCE

## For the duration of the Contract (and for a period of two (2) years thereafter), the Contractor shall maintain in force, with a reputable insurance company, product liability, public liability and professional indemnity, to cover the liabilities that may arise under or in connection with the Contract and shall, on ORE Catapult's request, provide satisfactory evidence that such insurances have been effected and are in force.

# CONFIDENTIALITY

## The Contractor shall keep in strict confidence all Confidential Information. The Contractor shall only disclose such Confidential Information to those of its Representatives who need to know it for the purpose of discharging its obligations under the Contract, and shall ensure that such Representatives comply with the obligations set out in this Condition as though they were a Party to the Contract. The Contractor may also disclose Confidential Information to the minimum extent required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

## The Contractor acknowledges and agrees that ORE Catapult may be required to disclose information to their funding body, InnovateUK.

## This [Condition 11](#a_11) shall survive termination of the Contract.

# TERM &TERMINATION

## The Term shall commence on the Commencement Date and shall continue until it automatically terminates on completion of the Service in accordance with the Contract or unless terminated earlier in accordance with these Conditions (“Termination Date”).

## Without limiting its other rights or remedies at law or as set out in [Condition 5](#a_5), ORE Catapult may terminate the Contract with immediate effect by giving written notice to the Contractor if:

1. the Contractor commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of receipt of notice in writing to do so;
2. the Contractor repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
3. the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
4. the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor (being a company;
6. the Contractor (being an individual) is the subject of a bankruptcy petition order;
7. a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
8. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Contractor (being a company);
9. a floating charge holder over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative receiver;
10. a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor;
11. any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in [Condition c.](#a_12_2_c) to [Condition j.](#a_12_2_j) (inclusive); or
12. the Contractor suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business.

## ORE Catapult may terminate this Agreement at its convenience by giving thirty (30) days’ prior written notice to the Contractor.

## Termination of the Contract, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination.

## Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

# CONSEQUENCES OF TERMINATION

## On termination of the Contract for any reason, the Contractor shall immediately deliver to ORE Catapult all Deliverables whether or not then complete, and return all ORE Catapult Materials. If the Contractor fails to do so, then ORE Catapult may enter the Contractor's premises and take possession of them. Until they have been returned or delivered, the Contractor shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

# DISPUTE RESOLUTION

## If any dispute arises in connection with this agreement and the Parties are unable to reach agreement within ten (10) Days after one Party has notified the other of that issue, they will refer the matter to the Procurement and Commercial Manager or equivalent of both Parties in an attempt to resolve the issue within five (5) Days after the referral.

## If within thirty (30) days after any referral (or such further period as the Parties shall agree in writing) the Parties remain in disagreement, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration in force at the date of referral, which such rules are deemed to be incorporated by reference to this Condition.

## In any arbitration, the standard London Court of International Arbitration administrative procedures and schedule of costs shall apply. The venue shall be the London Court of International Arbitration in London, England and shall be in the English language.

## Nothing in this [Condition 14](#a_14) shall prevent a Party from seeking interim injunctive relief (or equivalent) in a court of competent jurisdiction.

# FORCE MAJEURE

## Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure result from events, circumstances or causes beyond its reasonable control.

## The Contractor shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

## Such delay or failure shall not constitute a breach of these Conditions where notified to the other Party as soon as reasonably practicable and the time for performance shall be extended by a period equivalent to that during which performance is so prevented, for a period of up to one month.

# ASSIGNMENT AND OTHER DEALINGS

## ORE Catapult may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

## The Contractor may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of ORE Catapult.

## The Contractor shall be responsible for the acts, defaults and omissions of its sub-contractors, whether approval has been given to their appointment under this Condition or not, as if they were his own and any consent given under this Condition shall not relieve the Contractor of any of his obligations under the Contract.

# NOTICES

## Any notice or other communication given to a Party under or in connection with the Contract shall be in writing and shall be by email, to the following addresses:

1. for ORE Catapult: procurement@ore.catapult.org.uk copied to legal@ore.catapult.org.uk
2. for the Contractor: [insert email address]

## Any notice or communication shall be deemed to have been received if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume, providing that no bounce back or non-deliverable message is received in return.

1. The provisions of this [Condition 17](#a_17) shall not apply to the service of any proceedings or other documents in any legal action.

# SEVERANCE

## If any provision or part-provision of the Contract 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 Condition shall not affect the validity and enforceability of the rest of the Contract.

# WAIVER

## A waiver of any right or remedy under the Contract or Law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the Contract or by Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

# NO PARTNERSHIP OR AGENCY

## Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

# THIRD PARTIES

## A person who is not a Party to the Contract shall not have any rights to enforce its terms.

# VARIATION

## Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by ORE Catapult.

# ANNOUNCEMENTS

## Save as otherwise set out in this Contract, no announcement, circular, advertisement or other publicity in connection with this Contract shall be made or issued by or on behalf of the Contractor (save as required by law or any governmental or regulatory organisation) without the prior written consent of ORE Catapult (such consent not to be unreasonably withheld or delayed).

# ORE CATAPULT'S LOGO

## The Contractor shall not use ORE Catapult logo or disclose any details of any relationship with ORE Catapult to any other Party without the prior written consent of ORE Catapult.

# COMPLIANCE WITH LAWS

## The Contractor shall:

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 or any successor legislation **(Relevant Requirements)**;
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 UK;
3. comply with ORE Catapult's anti-bribery, anti-corruption and business ethics policies in each case as ORE Catapult may update them from time to time **(Relevant Policies)**;
4. promptly report to ORE Catapult any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of the Contract; and
5. ensure that all persons associated with the Contractor or other persons who are performing services or providing goods in connection with the Contract comply with this [Condition 25.1](#a_25_1).

## Failure to comply with [Condition 25.1](#a_25_1) may result in the immediate termination of the Contract. The Contractor shall provide such supporting evidence of compliance as ORE Catapult may reasonably request.

## The Contractor shall:

1. not engage in any activity, practice or conduct which would constitute either:
2. a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017;
3. a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017; or
4. breach any applicable sanctions or trade restrictions in force from time to time in the United Kingdom;
5. promptly report to ORE Catapult any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 (or any successor legislation) or any suspected tax evasion offences or facilitation of tax evasion offences, whether under UK law or under the law of any foreign country, in connection with the performance of the Contract; and
6. ensure that all persons associated with the Contractor or other persons who are performing services in connection with the Contract comply with this [Condition 25.3](#a_25_3).

## Failure to comply with [Condition 25.3](#a_25_3) may result in the immediate termination of the Contract. The Contractor shall provide such supporting evidence of compliance as ORE Catapult may reasonably request.

# DATA PROTECTION

## The Contractor and ORE Catapult shall comply with the Data Protection Legislation. Either Party may process business contact information relating to the personnel of the other Party (including, but not limited to, name, business telephone number, business email address and job title) as necessary for the provision and receipt of the Services and to manage the general relationship between the Parties. In these circumstances, each is acting as an independent controller and shall at all times ensure compliance with Data Protection Legislation required of a controller, where the term “controller” is as defined in Data Protection Legislation.

## To the extent that the Contractor shall process any **“Personal Data”** (as defined in Data Protection Legislation) on behalf of ORE Catapult outside of the processing already envisaged by [Condition 26.1](#a_26_1), [clauses 26.3](#a_26_3) to [26.6](#a_26_6) shall apply.

## The Contractor shall, in relation to any Personal Data processed in connection with the Engagement:

1. process that Personal Data only on written instructions of ORE Catapult;
2. keep the Personal Data confidential;
3. comply with ORE Catapult’s data protection policy and other policies relating to data;
4. comply with ORE Catapult’s reasonable instructions with respect to processing Personal Data;
5. not transfer any Personal Data outside of the UK without the express written consent of ORE Catapult (where consent may be subject to qualifications);
6. assist ORE Catapult in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
7. notify ORE Catapult without undue delay on becoming aware of a Personal Data breach or communication which relates to ORE Catapult's or Contractor’s compliance with the Data Protection Legislation;
8. at the written request of ORE Catapult, delete or return Personal Data (and any copies of the same) to ORE Catapult on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data; and
9. maintain complete and accurate records and information to demonstrate compliance with this clause and allow for audits by ORE Catapult or ORE Catapult’s designated auditor.

## The Contractor shall ensure that they have in place appropriate technical or organisational measures, reviewed and approved by ORE Catapult, 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.

## ORE Catapult does not agree to the Contractor appointing any third-party processor of Personal Data under these Conditions without ORE Catapult’s express written consent.

## The Contractor shall indemnify ORE Catapult and any Group Company for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Contractor or a sub-processor engaged by the Contractor in accordance with the Conditions of this clause, of the Data Protection Legislation, and shall maintain in force full and comprehensive insurance policies.

# GOVERNING LAW

The Contract shall be governed by and interpreted in accordance with English Law.

[SPECIAL CONDITIONS (delete as applicable)

# TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT)

## The Contractor recognises that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in respect of the Contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) shall

1. transfer to the Contractor on the commencement of the Contract;
2. transfer to another Contractor on the expiry of the Contact.

## For the avoidance of doubt, ORE Catapult is not, and shall not, be either the Transferor or Transferee in terms of the TUPE Regulations 2006, should such regulations apply.

## During the period of six (6) months preceding the expiry of the Contract or after ORE Catapult has given notice to terminate the Contract or the Contractor stops trading, and within twenty (20) working days of being so requested by ORE Catapult, the Contractor shall fully and accurately disclose to ORE Catapult or to any person nominated by ORE Catapult information relating to employees engaged in providing the Services in relation to the Contract in particular, but not necessarily restricted to, the following:

1. the total number of personnel whose employment with the Contractor is liable to be terminated at the expiry of this Contract but for any operation of law; and
2. for each person, age and gender, details of their salary, date of commencement of continuous employment and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of staff do not have to be given); and
3. information about the other terms and conditions on which the affected staff are employed, or about where that information can be found; and
4. details of pensions entitlements, if any.

## The Contractor shall permit ORE Catapult to use the information for the purpose of TUPE and of re-tendering, which shall include such disclosure to potential suppliers as the Contractor considers appropriate in connection with any re-tendering. The Contractor will co-operate with the re-tendering of the contract by allowing the transferee to communicate with and meet the affected employees and/or their representatives.

## The Contractor agrees to indemnify ORE Catapult fully and to hold it harmless at all times from and against all actions, proceedings, claims expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision or disclosure of information permitted under this Condition.

## In the event that the information provided by the Contractor in accordance with this Condition becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Contractor becoming aware that the information originally given was inaccurate, the Contractor shall notify ORE Catapult of the inaccuracies and provide the amended information. The Contractor shall be liable for any increase in costs ORE Catapult may incur as a result of the inaccurate or late production of data.

## The provisions of this [Condition 28](#a_28) shall apply during the continuance of this Contract and after its termination howsoever arising.

OR

# CO-OPERATION IN HANDOVER

## The Contractor shall provide, at no cost, such reasonable assistance to ORE Catapult and to any third party nominated by ORE Catapult as is required to migrate the Contract to a successor supplier effectively and efficiently, either at the natural termination date or if terminated at will in accordance with [Condition 12.3](#a_12_3) above. This Condition will extend to the full expiration year and the three (3) months after the expiration date in order that ORE Catapult may successfully, and with minimum risk, engage a successor supplier to provide the Service. In particular (but without limitation) the contractor shall, where so required provide all reasonable help, assistance and co-operation to effect the transfer of such documentation as is necessary to enable the successor contractor and/or the ORE Catapult to set up and effect the changeover.

## Without prejudice to the above, the Contractor shall on or prior to the expiration date transfer to ORE Catapult such documentation relating to the Service as ORE Catapult may request.

## The Contractor's obligation to effect a smooth transfer of records, information, functions and the like in relation to the Service, to ORE Catapult or a successor contractor will be carried out in such a manner so as not to interfere with use and enjoyment of the Service and without ORE Catapult's business being unduly disrupted or hindered. For the avoidance of doubt and notwithstanding other provisions contained in the Contract, the Contractor shall be obliged to meet the requirements of the Contract during the whole of the expiration year.]

SCHEDULES

Part 1: Service Levels