

**THE
NATIONAL
MUSEUM**



STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF REVIEWING AND CLARIFICATIONS FOR TENDERERS

Contracted under Procurement Act 2023 and Procurement Contract Regulations 2024

The Parties	4
Introduction	4
1. Background.....	4
2. Order of Precedence.....	4
Supplier Appointment	4
Scope and Duration	5
4 Scope of the Contract	5
5 Duration.....	5
How the NMRN expect the Supplier to perform	5
7. Contract Performance	5
8. Key Performance Indicators	5
9. Standards	5
10. Compliance	6
11. Prevention of Fraud & Bribery	6
Management of Suppliers, Subcontractors and Supply Chain Risk	6
How the Contract will be managed	7
13. Contract Management	7
14. Managing Change	7
Legislative Change.....	8
15. Relationships of the Parties.....	8
How Information will be protected	8
16. Intellectual Property Rights (IPR)	8
17. Confidentiality.....	9
18. Transparency	10
19. Publicity and Branding	11
20. Marketing.....	11
NMRN and Supplier Responsibilities	11
What Insurance is required.....	12
What happens if things go wrong?.....	13
23 Force Majeure	13
24 Remedies for Supplier Failure.....	13
25 Dispute Resolution	14
26 Notices	15
27 Termination.....	16
28 Consequences of Expiry or Termination	17
General Administration	18
29 Entire Contract	18
30 Assignment and Novation.....	18
31 Governing Law and Jurisdiction.....	18
Signatures.....	19
SCHEDULE 1 – DEFINITIONS	20

SCHEDULE 2 – GOODS AND/OR SERVICES	23
1. Introduction	23
4.1 Delivery.....	23
4.2 Acceptance and Rejection.....	23
SCHEDULE 3 – KEY PERFORMANCE INDICATORS	24
1. GENERAL PROVISIONS	24
SCHEDULE 4 – PRICES AND INVOICING	25
1. GENERAL PROVISIONS	25
2. PAYMENT AND INVOICING	25
ANNEX 1: PRICING	26
SCHEDULE 5 – CONTRACT PERFORMANCE MANAGEMENT	27
1. INTRODUCTION	27
2. CONTRACT MANAGEMENT.....	27
.1 Contract Management Structure.....	27
2.2 Supplier Review Meetings.....	27
3. KEY PERFORMANCE INDICATORS	27
4. ESCALATION PROCEDURE.....	28
SCHEDULE 6 – VARIATION FORM	29
SCHEDULE 7 – TENDER	30

The Parties

THIS CONTRACT is made on [insert date] (the “Commencement Date”);
BETWEEN

“The Customer”		“The Supplier”	
Name:	NMRN OPERATIONS	Name:	
Registered Number:	09988314	Registered Number:	
Registered Charity:	1169061	Registered Charity:	
Unique Organisation Identifier	PZYJ-5834-NBRM	Unique Organisation Identifier	
Registered Address:	National Museum of The Royal Navy HM Naval Base PP66 Portsmouth Hampshire PO1 3NH	Registered Address:	

Introduction

1. Background
 - 1.1 The Customer wishes to purchase and the Supplier wishes to supply certain Goods and/or Services subject to the following terms and conditions (the “Contract”).
 - 1.2 On [date], the Customer issued an invitation to tender (the “Invitation to Tender”) for the provision of [insert requirement].
 - 1.3 In response to the Invitation to Tender, the Supplier submitted a tender to the Customer on [insert date dd/mm/yyyy] (the “Tender”) indicating that it can deliver the Goods and/or Services in accordance with the Customer's requirements. The Supplier made representations to the Customer in the Tender in relation to its competence, professionalism, and ability to provide the Goods and/or Services in an efficient and cost-effective manner.
 - 1.4 The contract shall be in place < ENTER END DATE AND OPTIONS INFORMATION >
 - 1.5 The contract under the Procurement Act 2023 will be published under a Contracts Details Notice, therefore parts of the contract will be redacted at the Customer and Suppliers request where applicable due to commercial sensitivity or provided under a non-disclosure agreement between the parties.
2. Order of Precedence
 - 2.1 If a conflict between any elements of this Contract occurs, the conflict shall be resolved, in accordance with the following order of precedence:
 1. these Clauses and Schedule 1 (Definitions);
 2. Schedules 2 to 7 inclusive;
 3. Schedule 7 (Tender)

Supplier Appointment

- 3.1 The Customer appoints the Supplier as the provider of the Goods and/or Services during the Contract Period.

Scope and Duration

4 Scope of the Contract

- 4.1 With effect from the Commencement Date, the Supplier shall, throughout the Term of the Contract, provide the Goods and/or Services to the Customer as described in Schedule 1.
- 4.2 The Supplier shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the maritime, nautical or heritage sector in the United Kingdom.
- 4.3 The Supplier shall act in accordance with all reasonable instructions given to it by the Customer provided such instructions are compatible with the specification of Services provided in the Contract.
- 4.4 The Supplier shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 4.5 The Supplier shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Customer, subject to the Customer's acceptance of any related reasonable changes to the Charges that may be due as a result of such changes.

5 Duration

- 5.1 This Contract shall come into effect on the Commencement Date and, subject to provisions for earlier termination, shall continue for a period of [insert number of years], unless and until terminated by either party in accordance with this Contract.

How the NMRN expect the Supplier to perform

7. Contract Performance

- 7.1 The Supplier shall perform its obligations under this Contract in accordance with:

	the requirements of this Contract under Schedules 1, 2, 3, 4 and 5
	Good Industry Practice
	all applicable Standards; and
	in compliance with all applicable Law

8. Key Performance Indicators

- 8.1 The Supplier shall comply with the Key Performance Indicators and achieve the KPI Targets where applicable, as set out in Schedule 3.

9. Standards

- 9.1 The Supplier shall comply with any Standards set out the Contract.
- 9.2 The Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by the Customer, of the Goods and/or Services. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Variation Procedure.
- 9.3 Where Standards referenced in the Contract conflict with each other, or with best professional or industry practice, then the later Standard or best practice shall be adopted by the Supplier.

10. Compliance

10.1 The Supplier shall comply with all applicable Law in connection with the performance of this Contract.

10.2 If the Supplier fails to comply with Clause 10, this shall be deemed to be a material Default and the Customer reserves the right to terminate this Contract by giving notice in writing to the Supplier.

11. Prevention of Fraud & Bribery

11.1 The Supplier shall:

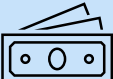
DO	DON'T
✓ comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements); ✓ have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; ✓ promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract	✗ Do 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

11.2 Any breach of this Clause 11 shall be deemed a material breach and the Customer reserves the right to terminate this Contract for material Default.

11.3 For the purpose of this Clause 11 the meaning of “adequate procedures” and “foreign public official” and whether a person is associated with another person” shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 11 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

Management of Suppliers, Subcontractors and Supply Chain Risk

12.1 In accordance with s28 of the Procurement Act 2023, the Supplier shall provide the Customer with details of its Subcontractors or Sub-Suppliers who it engages in response to the Goods and/or Services, as follows:

	the proposed Subcontractor or Sub-Supplier name, registered office, and company registration number
	the scope/description of any Goods and/or Services to be provided by the proposed Subcontractor or Sub-Supplier
	Subcontractor or Sub-Supplier prices expressed as a percentage (%) of the total Contract price
Question: Is the proposed Subcontractor or Sub-Supplier an Affiliate of the Supplier?	If YES, then Supplier to provide evidence that demonstrates that the Sub-Contract has been agreed on " arm's-length " terms

12.2 The Supplier recognises that s68 of the Procurement Act 2023 implies prompt payment terms in every public contract.

- 12.3 In accordance with s73 of the Procurement Act 2023, the Supplier shall ensure that all Sub-Contracts contain a provision requiring the Supplier to pay any undisputed sums which are due, within a specified period not exceeding thirty (30) days from the receipt of a valid invoice.
- 12.4 Where the Supplier sub-contracts all or any part of the Goods and/or Services to any Subcontractor or Sub-Supplier, the Supplier shall:

DO	
✓	ensure that such Subcontractor or Sub-Supplier is obliged to comply with all the obligations and duties of the Supplier under the Contract regarding the Goods and/or Services, or part of them, which that Subcontractor or Sub-Supplier is required to provide;
✓	be responsible for payments to that Subcontractor or Sub-Supplier;
✓	remain solely responsible and liable to the Customer for any breach of the Contract or any performance, non-performance, part-performance, or delay in performance of any of the Goods and/or Services by any Subcontractor or Sub-Supplier, to the same extent as if such breach, performance, non-performance, part-performance, or delay in performance had been carried out by the Supplier;
✓	ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such Subcontractor or Sub-Supplier.

How the Contract will be managed

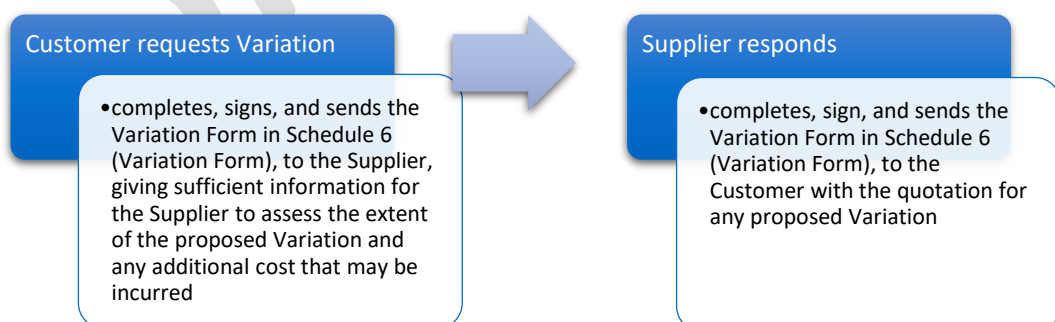
1. Contract Management

- 13.1 The Parties shall manage this Contract in accordance with Schedule 5 (Contract Performance Management) and, where applicable, s52 of the Procurement Act 2023.
- 13.2 The Supplier acknowledges that where Key Performance Indicators (KPIs) have been agreed with the Customer and the value of the Contract is greater than £5,000,000, then s71 of the Procurement Act will apply and Contract Performance Notices will be published on a regular basis.

2. Managing Change

14.1 Variation Procedure

- 14.1.1 The Customer may, in accordance with s74 of the Procurement Act 2023, modify a public contract.
- 14.1.2 Both Parties may request a variation to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of s74(1) of the Procurement Act 2023 and the Law. Such a change once implemented is called a "**Variation**".
- 14.1.3 The process for Variations may be as follows:



- 14.1 In the event that:

- 14.2.1 the Supplier is unable to agree to or provide the Variation; and/or

14.2.2 the Parties are unable to agree a change to the Prices that may be included in a request for a Variation or response to it consequently thereof, the Customer may:

14.2.2.1 agree to continue to perform its obligations under this Contract without the Variation; or

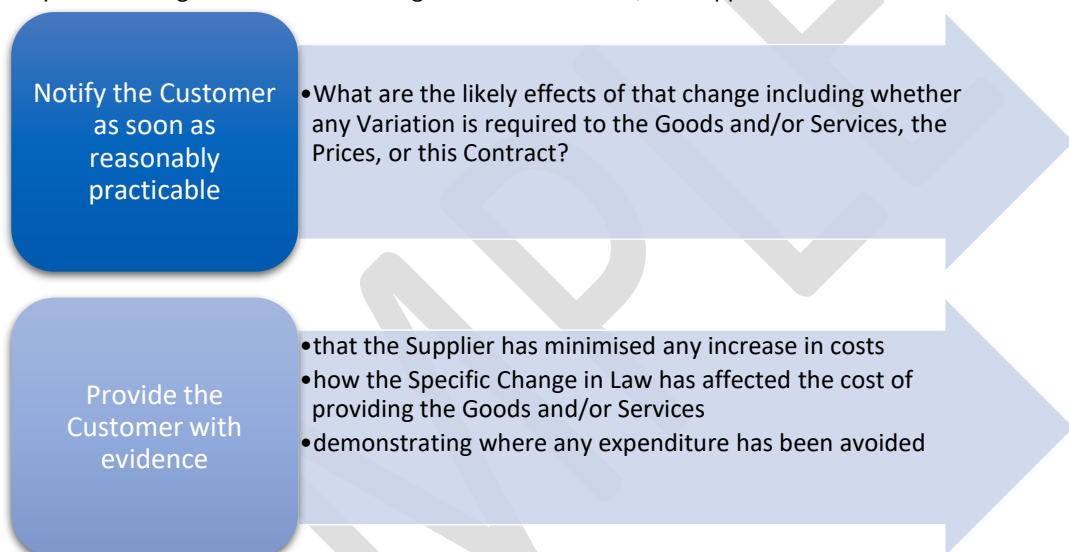
14.2.2.2 terminate this Contract with sufficient notice.

Legislative Change

14.3 The Supplier shall neither be relieved of its obligations under this Contract, nor be entitled to an increase in the Prices because of:

- a. A General Change in Law; or
- b. A Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Commencement Date.

14.4 If a Specific Change in Law occurs during the Contract Period, the Supplier shall:



14.5 Any change in the Prices or relief from the Supplier's obligations resulting from a Specific Change in Law shall be implemented in accordance with Clause 14.1.

3. Relationships of the Parties

15.1 Except as expressly stated, nothing in this Contract, nor any actions taken by the Parties, shall create a partnership, joint venture or relationship of employer and employee, or principal and agent between the Parties. Nor shall it authorise either Party to make representations, or enter any commitments for, or on behalf of any other Party.

How Information will be protected

4. Intellectual Property Rights (IPR)

16.1 Upon receipt of all sums due under the Agreement, the Supplier shall assign the ownership of any and all Foreground Intellectual Property Rights that may subsist in anything produced by the Supplier in the course of providing the Goods and/or Services.

16.2 Unless granted under this Contract, neither Party shall acquire any right, title, or interest in or to the Intellectual Property Rights of the other Party.

16.3 Neither Party shall have any right to use any of the other Party's names, logos, or trademarks on any of its products or services without the other Party's prior written consent.

- 16.4 The Supplier shall be entitled to use the Customer's logo exclusively in connection with the provision of the Goods and/or Services during the Contract Period and for no other purpose.

5. Confidentiality

- 17.1 For the purposes of this Clause 17, the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information.

- 17.2 Except to the extent set out in this Clause 17.2 or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:

DO	DON'T
✓ treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored, and the nature of the Confidential Information contained in those materials); ✓ immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information	✗ Do not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Contract or without obtaining the Disclosing Party's prior written consent; ✗ Do not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract

- 17.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

17.3.1 the Recipient is required to disclose the Confidential Information by Law;

17.3.2 the need for such disclosure arises out of or in connection with:

17.3.3 any legal challenge or potential legal challenge against the Customer arising out of or in connection with this Contract;

17.3.4 the examination and certification of the Customer's accounts (provided that the disclosure is made on a confidential basis); or

17.3.5 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency, and effectiveness with which the Customer is making use of its resources; or

17.3.6 the conduct of a Central Government Body review in respect of this Contract; or

17.3.7 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

- 17.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

- 17.5 The Supplier may only disclose the Confidential Information of the Customer on a confidential basis to:

 Supplier Personnel who are directly involved in the provision of the Goods and/or Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Contract	 its professional advisers for the purposes of obtaining advice in relation to this Contract
---	--

17.6 Where the Supplier discloses the Confidential Information of the Customer, it shall be compliant with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

17.7 The Customer may disclose the Confidential Information of the Supplier:

- 17.7.1 to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies.
- 17.7.2 to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- 17.7.3 to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions;
- 17.7.4 on a confidential basis to a professional adviser, consultant, supplier, or other person engaged by any of the entities described in Clause 17.2.7.a (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
- 17.7.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or
- 17.7.6 to a proposed Transferee, assignee or novatee of, or successor in title to the Customer.

17.8 The Confidential Information that the Customer may disclose under Clause 17.7 shall include information relating to the Contract, including service levels, pricing information.

17.9 Nothing in this Clause 17 shall prevent a Recipient from using any techniques, ideas, or Know-How which the Recipient has gained during the performance of this Contract, during its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

17.10 If the Supplier fails to comply with Clauses 17.2 to 17.5, the Customer reserves the right to terminate this Contract for material Default.

6. Transparency

18.1 The Parties acknowledge and agree that the content of this Contract is not Confidential Information and shall be made available in accordance with the obligations for Contracting Authorities under the Procurement Act 2023, this is in relation to;

- 18.1.1 Chapter 3 (44)- Direct Award
- 18.1.2 Chapter 5 (50, 51, 52, 53)- After Award, Standstill Periods and Notices
- 18.1.3 Chapter 6 (55) Procurement Termination Notices
- 18.1.4 Chapter 6 Part 4 (71) – Contract Performance Notices
- 18.1.5 Chapter 6 Part 4 (75)- Contract Change Notices

18.2 The Supplier hereby gives its consent for the Customer to publish this Contract in its entirety, including any changes to this Contract agreed from time to time.

18.3 The Supplier acknowledges and agrees that publication of this Contract will include the publication of the name and contact details of the Supplier Representative (including its successors). Such details will not be redacted.

7. Publicity and Branding

19.1 Subject to Clause 20 (Marketing), the Supplier shall not:

19.1.1 make any press announcements or publicise this Contract in any way; or

19.1.2 use the Customer's name or brand in any promotion or marketing or announcement of Orders, without approval (the decision of the Customer to approve or not shall not be unreasonably withheld or delayed).

19.2 Each Party acknowledges that nothing in this Contract constitutes an approval and/or endorsement of any products or services.

19.3 The Customer shall be entitled to publicise this Contract in accordance with any legal obligation upon the Customer.

8. Marketing

20.1 The Supplier shall obtain the Customer's Approval prior to publishing any content in relation to this Contract using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated.

20.2 If the Supplier fails to maintain or update the content, the Customer may give the Supplier notice to rectify the failure and if the failure is not rectified to the reasonable satisfaction of the Customer within one (1) Month of receipt of such notice, the Customer shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

NMRN and Supplier Responsibilities

21.1 Neither Party excludes nor limits its liability for:

 death or personal injury caused by its negligence, or that of its employees, agents, or Sub-Suppliers (as applicable)	 bribery or Fraud by it or its employees, or its Subcontractors or Suppliers	 any liability to the extent it cannot be excluded or limited by Law
--	--	--

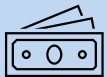
21.2 The Suppliers total aggregate liability in respect of all Losses incurred under or in connection with this Contract because of Defaults or Customer Cause (as the case may be) shall in no event exceed one hundred percent (**100%**) of the Contract value.

21.3 Neither Party shall be liable to the other Party for any:

21.3.1 indirect, special, or consequential Loss;

21.3.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

21.4 The Supplier acknowledges that the Customer may recover from the Supplier the following Losses incurred by the Customer should they arise because of a Default by the Supplier:

	any additional operational and/or administrative costs and expenses incurred by the Customer, including costs relating to time spent by or on behalf of the Customer in dealing with the consequences of the Default
	any wasted expenditure or charges
	the additional cost of procuring Replacement Goods and/or Services for the remainder of the Contract Period, which shall include any incremental costs associated with such Replacement Goods and/or Services above those which would have been payable under this Contract
	any compensation or interest paid to a third party by the Customer
	any fine, penalty or costs incurred by the Customer pursuant to Law

21.5 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Contract.

What Insurance is required

22.1 The Supplier shall take out and maintain the insurances as set out in this Clause. and any other insurances as may be required by Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Commencement Date.

22.2 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.

22.3 The Supplier shall ensure that any public and products liability policy shall contain an indemnity to principals clause under which the Customer shall be indemnified in respect of claims made against the Customer in respect of death or bodily injury or third-party property damage arising out of or in connection with the Goods and/or Services, and for which the Supplier is legally liable.

22.4 The Supplier shall maintain insurances in relation to the performance of its obligations under this Contract as follows:

Employer's (Compulsory) Liability Insurance =	
Public Liability Insurance =	
Professional Indemnity Insurance =	
Product Liability Insurance =	

- 22.5 The Supplier shall upon contract award, and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence, that the Insurances are in force and effect.
- 22.6 The Supplier shall ensure that its Subcontractors or Suppliers shall maintain insurances in relation to the performance of their obligations under any Sub-Contract.
- 22.7 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Contract.

What happens if things go wrong?

23 Force Majeure

- 23.1 For purposes of this Contract, the term "**force majeure**" shall mean acts or events beyond the control of the parties, including, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, riots, epidemics, landslides, floods, fires, washouts, arrests and restraints, civil disturbances, explosions, breakage of or accidents to pipe lines, failure of equipment or, compliance with acts, orders, regulations or requests of any federal, state or local governmental authority, whether or not of the same class or kind, reasonably beyond the control of either party and which, by exercise of due diligence, such party is unable to overcome.
- 23.2 In the event a force majeure condition exists, or the potential exists for such condition, the Supplier shall inform the Customer of the problem at the earliest practical time and present a plan for return to normal service.
- 23.3 The party suspending performance shall give prompt notice to the other party and shall attempt to cure promptly the cause for such suspension. Upon cessation of the cause for suspension, performance shall resume (or commence) as soon as reasonably practicable, unless otherwise agreed to by the parties.
- 23.4 Notwithstanding any other provision of this contract the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the party involved.

24 Remedies for Supplier Failure

- 24.1 Without prejudice to any other rights or remedies arising under this Contract, if the Supplier fails to achieve the delivery of the Goods and/or Services the Supplier acknowledges and agrees that the Customer shall have the right to exercise all or any of the following remedial actions:

24.2 The Supplier acknowledges that s78 of the Procurement Act 2023 implies the Customer's right to terminate into every public contract, for specific circumstances as detailed in s78(2), (4), (5) and (6), and s79.

24.3 In accordance with s71(3), (4) and (5) the Customer shall notify the Supplier of its intentions, stating the ground for failure, and be entitled to require the Supplier, and the Supplier agrees to prepare and provide an Improvement Plan within ten (10) Working Days of a written request.

24.4 The Improvement Plan shall be subject to Approval and the Supplier will be required to implement any Approved Improvement Plan, as soon as reasonably practicable.

24.5 The Customer may ask the Supplier to attend an Improvement Meeting to resolve the issues raised by the Customer in its notice to the Supplier.

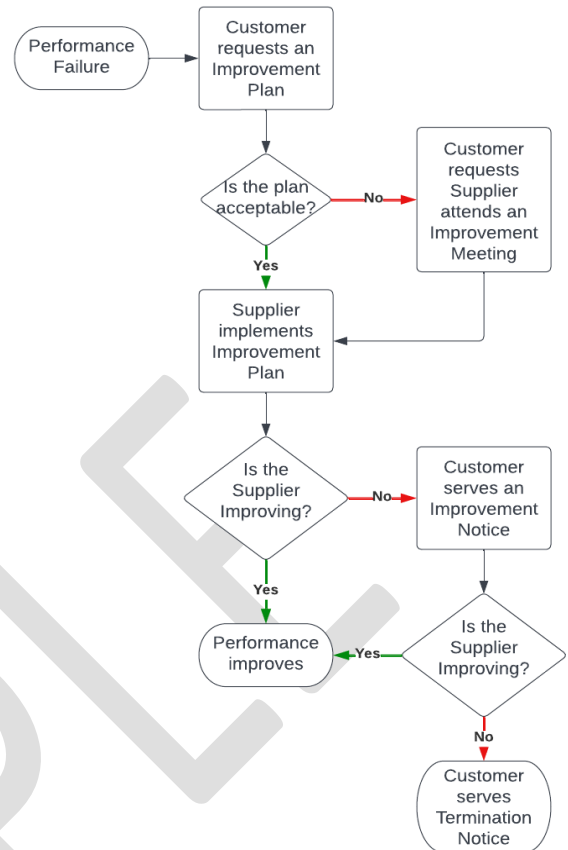
24.6 The Customer is entitled to serve an Improvement Notice on the Supplier if the performance does not improve. The Supplier shall implement any reasonable requirements for improvement as set out in the Improvement Notice.

24.7 If the Customer has invoked one or more of the remedies set out above and the Supplier either:

24.7.1 fails to implement such requirements for improvement as set out in the Improvement Notice; and/or

24.7.2 fails to implement an Improvement Plan Approved by the Customer;

then (without prejudice to any other rights and remedies of termination provided for in this Contract), the Customer shall be entitled to terminate this Contract for material Default in accordance with s78 of the Procurement Act 2023.



25 Dispute Resolution

Step 1 – Working Level Negotiation

The Parties shall attempt to resolve any dispute arising out of or relating to the Contract through negotiations between their appointed representatives who have the authority to settle such disputes.

The Customer and the Supplier shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Contract.

Step 2 – Senior Management Negotiation

If the Dispute is not settled through discussion between the Parties within a period of ten (10) Business Days from the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) (“Senior Personnel”) of each of the Parties for resolution.

Step 3 – Alternative Dispute Resolution

If negotiations under Step 2 do not resolve the matter within thirty (30) Business Days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.

Step 4 - Arbitration

If the ADR procedure does not resolve the matter within sixty (60) Business Days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

The seat of the arbitration shall be London and the governing law shall be the laws of England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties.

If the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

25.1 Nothing in this Clause 25 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

25.2 The decision and outcome of the final method of dispute resolution under this Clause 25 of the Contract shall be final and binding on both Parties.

26 Notices

26.1 All notices under this Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

26.2 The following table sets out the method by which notices may be served under this Contract and the respective deemed time and proof of service.

Manner of Delivery	Deemed time of delivery	Proof of service of notice
E-mail	09:00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service if delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

26.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 26.2 within twenty-four (24) hours of transmission of the email:

26.3.1 any Contract Termination Notice under Clause 27 (Termination), including in respect of partial termination;

26.3.2 any notice in respect of:

26.3.2.1 Suspension of Supplier's Appointment;

26.3.2.2 Default or Customer Cause; and

26.3.2.3 any Dispute Notice.

26.4 The deemed time of delivery of such notices shall be:

By Personal Delivery:	Date and time of physical delivery
-----------------------	------------------------------------

By or Royal Mail Signed For™ 1st Class delivery:	Date and time of signature of receipt
By e-mail:	Date and time of response or acknowledgement by the receiving Party to the email attaching the notice

26.5 This Clause 26 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26.6 For the purposes of this Clause 26, the address of each Party shall be:

“The Customer”		“The Supplier”	
Name:	NMRN OPERATIONS	Name:	
Registered Number:	09988314	Registered Number:	
Unique Organisation Identifier	PZYJ-5834-NBRM	Unique Organisation Identifier	
Registered Address:	National Museum of The Royal Navy HM Naval Base PP66 Portsmouth Hampshire PO1 3NH	Registered Address:	
For the Attention of		For the Attention of	

26.7 Either Party may change its address for service by serving a notice in accordance with this Clause 26.

27 Termination

27.1 Notwithstanding the implied termination rights under s78 of the Procurement Act 2023, either Party shall have the right to terminate this Contract for convenience, giving not less than thirty (30) calendar days written notice to the other Party, at any time prior to the expiry of the Contract Period specified in Clause 5 of the Contract.

27.2 Either Party may immediately terminate the Contract by giving written notice to the other Party if:

	In accordance with s78(2)(b) and (c) the Supplier or their Sub-Contractor(s) have, since being awarded the Contract become an excluded or excludable supplier;
	any sum owing to that Party by the other Party under any of the provisions of the Contract is not paid within ninety (90) Business Days of the due date for payment;
	the other Party commits any other breach of any of the provisions of the Contract and, if the breach is capable of remedy, fails to remedy it within sixty (60) Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

	an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
	the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
	the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Contract);
	something occurs under the law of any jurisdiction, in relation to the other Party;
	the other Party ceases, or threatens to cease, to carry on business;
	control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of the Contract. For the purposes of this Clause 27, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010;
	the Supplier refuses or fails to comply with its obligations as set out in Schedule 2;
	in the event of two or more failures by the Supplier to meet the KPI Targets whether the failures relate to the same or different KPI targets, in any rolling period of three (3) Months.

27.3 The rights to terminate the Contract shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

28 Consequences of Expiry or Termination

28.1 Irrespective of any notice to terminate, the Supplier shall continue to fulfil its obligations until the notified date of expiry or termination.

28.2 Within ten (10) Working Days of the date of termination or expiry of this Contract, the Supplier shall return to the Customer all the Customer's Confidential Information in the Supplier's possession, and any other information and owned by the Customer.

28.3 The Supplier may keep one copy of any such data or information to the extent reasonably necessary to comply with its obligations under this Contract or under any Law, for a period of up to twelve (12) Months (or such other period as approved by the Customer and is reasonably necessary for compliance).

28.4 Termination or expiry of this Contract shall be without prejudice to any rights, remedies, or obligations of either Party accrued under this Contract.

28.5 Termination or expiry of this Contract shall not affect the provisions of:

28.6 Clauses 7 (Contract Performance), 10 (Compliance), 11 (Prevention of Fraud and Bribery), 16 (Intellectual Property Rights), 17 (Confidentiality), 18 (Transparency), 242 (Insurance), 25 (Dispute

Resolution), 26 (Notices), 28 (Consequences of Expiry or Termination), 29 (Entire Contract), and 31 (Governing Law and Jurisdiction); and

- 28.7 Schedules 2 (Goods and/or Services), 3 (Key Performance Indicators), 4 (Pricing and Invoicing), 5 (Contract Performance Management), and 7 (Tender).

General Administration

29 Entire Contract

- 29.1 The Contract contains the entire Contract between the Parties with respect to its subject matter and may not be modified except in writing, signed by the duly authorised representatives of the Parties.

- 29.2 Each Party shall acknowledge that, in entering into the Contract, it does not rely on any representation, warranty or other provision except as expressly provided in the Contract, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

30 Assignment and Novation

- 30.1 The Contract shall be personal to the Parties.

- 30.2 Neither Party may assign or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

- 30.3 The Supplier shall not assign or sub-contract all, or any part of the Goods and/or Services without the prior written consent of the Customer (which may be refused or granted subject to such conditions as the Customer sees fit).

31 Governing Law and Jurisdiction

- 31.1 The Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

- 31.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

Signatures

IN WITNESS of which this Contract has been duly executed by the Parties.

Signed for and on behalf of the SUPPLIER

Signature:

Name:

Position:

Date

Signed for and on behalf of the CUSTOMER

Signature:

Name:

Position:

Date

SCHEDULE 1 – DEFINITIONS

The following expressions shall have the following meanings in this Contract:

“Affiliates”	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Approval”	means the prior written consent of the Customer and “Approve” and “Approved” shall be construed accordingly;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
“Change in Law”	means any change in Law which impacts on the supply of the Goods and/or Services and performance which comes into force after the Commencement Date;
“Change of Control”	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
“Confidential Information”	means the Customer’s Confidential Information and/or the Supplier’s Confidential Information, as the context requires;
“Control”	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “Controlled” shall be construed accordingly;
“Default”	means any breach of the obligations of the Supplier (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or the Supplier Personnel in connection with or in relation to this Contract or the subject matter of this Contract and in respect of which the Supplier is liable to the Customer;
“Disclosing Party”	means a Party which discloses or makes available directly or indirectly its Confidential Information to the Recipient;
“Dispute”	means any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Goods and/or Services, failure to agree in accordance with the procedure for variations in Clause 14 (Managing Change) or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
“Dispute Resolution Procedure”	means the dispute resolution procedure set out in Clause 25 (Dispute Resolution);
“Contract”	means this Contract consisting of the Clauses together with the Schedules and any appendices and annexes to the same;
“Commencement Date”	means the date identified in the Contract;
“Contract Period”	means the period from the Commencement Date until the expiry or earlier termination of this Contract, as detailed in Clause 5;
“Contract Price(s)”	means the price(s) applicable to the provision of the Goods and/or Services set out in Schedule 4 (Pricing and Invoicing);
“Contract Schedules”	means the schedules to this Contract;
“Excludable Supplier”	means a Supplier who has satisfied the conditions described in s57(1) of the Procurement Act 2023;
“Excluded Supplier”	means a Supplier who has satisfied the conditions described in s57(2) of the Procurement Act 2023;
“Fraud”	means any offence under any Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
“General Change in Law”	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
“Good Industry Practice”	means standards, practices, methods, and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
“Goods”	means the goods described in Schedule 2 (Goods and/or Services and Acceptance) which the Supplier shall make available to The Customer;
“Goods and/or Services Requirements”	means the requirements of the Customer for the Goods and/or Services from time to time;
“Government”	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive, and the National Assembly for Wales), including government ministers and government

	departments and other bodies, persons, commissions, or agencies from time to time carrying out functions on its behalf;
“Holding Company”	has the meaning given to it in section 1159 of the Companies Act 2006;
“Improvement Plan”	means the plan required by the Customer from the Supplier which shall detail how the Supplier will improve the provision of the Goods and/or Services pursuant to Clause 24 (Remedies for Supplier Failure);
“Improvement Notice”	means the notice issued by the Customer to the Supplier pursuant to Clause 24 (Remedies for Supplier Failure), which will detail how the Supplier shall improve the provision of the Goods and/or Services;
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;
“Intellectual Property Rights” or “IPR”	means: a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
“Invitation to Tender” or “ITT”	has the meaning given to it in the Recitals to this Contract;
“IPR Claim”	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Customer in the fulfilment of its obligations under this Contract;
“Key Performance Indicators” or “KPIs”	means the performance measurements and targets set out in Schedule 3 (Key Performance Indicators); under the PA23 Regulations a minimum of 3 must be applied for contract value over £5m.
“Know-How”	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the other Party's possession before the Commencement Date;
“KPI Target”	means the acceptable performance level for a KPI as set out in relation to each KPI;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, byelaw, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
“Losses”	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest, and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and “Loss” shall be interpreted accordingly;
“Month”	means a calendar month and “Monthly” shall be interpreted; accordingly,
“Parties”	means the Customer or the Supplier and “Parties” shall mean both;
“Recipient”	mean the Party which receives or obtains directly or indirectly Confidential Information from the Disclosing Party;
“Regulations”	means the Procurement Act 2023 and Procurement Contract Regulations 2024 as amended from time to time;
“Relevant Person(s)”	means any employee, agent, servant, or representative of the Customer, or of any other public body;
“Relevant Requirements”	means all applicable Law 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;
“Replacement Goods and/or Services”	means any goods and/or services which are substantially like any of the Goods and/or Services and which are received in substitution for the Goods and/or Services following the expiry or termination of this Contract;
“Request for Information”	means a request for information relating to this Contract or the provision of the Goods and/or Services;
“Services”	means any services described in Schedule 2 (Goods and/or Services and Acceptance) which the Supplier shall make available to The Customer;
“Specific Change in Law”	means a Change in Law that relates specifically to the business of the Customer, and which would not affect a Comparable Supply;
“Standards”	means: a) any standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) any standards detailed in the specification in Schedule 2 (Goods and/or Services and Key Performance Indicators); c) any Standards detailed by the Customer in the Contract; d) any relevant Government codes of practice and guidance applicable from time to time.
“Statement of Requirements” or “SoR”	means a statement issued by the Customer detailing its Goods and/or Services Requirements issued;

“Sub-Contract”	means any contract or Contract (or proposed contract or Contract) pursuant to which a third party: (a) provides the Goods and/or Services (or any part of them); (b) provides facilities or services necessary for the provision of the Goods and/or Services (or any part of them); and/or (c) is responsible for the management, direction, or control of the provision of the Goods and/or Services (or any part of them);
“Sub-Contractor” or “Sub-Supplier”	means any person other than the Supplier who is a party to a Sub-Contract and the servants or agents of that person;
“Supplier”	means the person, firm or company stated in the preamble to this Contract;
“Supplier Personnel”	means all directors, officers, employees, agents, consultants, and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of its obligations under this Contract or any Call Off Contracts;
“Supplier Representative”	means the representative appointed by the Supplier from time to time in relation to this Contract;
“Supplier’s Confidential Information”	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel, and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether it is marked as “confidential”) or which ought reasonably to be confidential;
“Tender”	means the tender submitted by the Supplier to the Customer, a copy of which is annexed or referred to in Schedule 7 (Tender);
“Tender Notice”	has the meaning given to it in the Recitals to this Contract;
“Termination Notice”	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
“Variation”	has the meaning given to it in Clause 14 (Managing Change);
“Variation Form”	means the form that will be completed and signed by the Parties to effect a Variation which shall be in the form set out in Schedule 6 (Variation Form);
“Variation Procedure”	means the procedure for carrying out a Variation as set out in Clause 14 (Managing Change);
“Value Added Tax” or “VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Working Days”	means any day other than a Saturday, Sunday or public holiday in England and Wales.

SCHEDULE 2 – GOODS AND/OR SERVICES

1. Introduction

- 1.1 The purpose of Schedule 2 (Goods and/or Services) is to lay down the characteristics of the Goods and/or Services that the Supplier will be required to make available to the Customer under this Contract together with any specific Standards applicable to the Goods and/or Services.
- 1.2 The Goods and/or Services and any Standards set out in paragraph 2 below may be refined (to the extent permitted and set out in Clause 14 (Managing Change) by the Customer during the Contract.

2. General Specification

- 2.1 XXXXXXXXXXXXXXXXXXXX

3. Conditions regarding the supply of Goods and/or Services

3.1 The Supplier:

- 3.1.1 shall provide the Goods and/or Services specified, to the Customer in accordance with this Contract;
- 3.1.2 acknowledges that it has sufficient information about the Customer and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Goods and/or Services; and
- 3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Supplier of any fact relating to the Specification.

3.2 The Supplier shall provide the Goods and/or Services:

- 3.2.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced Suppliers providing Goods and/or Services of a similar scope, type and complexity to the Goods and Services and with sufficient resources including project management resources;
- 3.2.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
- 3.2.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
- 3.2.4 so that they are properly managed and monitored and shall immediately inform the Customer if any aspect of the Contract is not being or is unable to be performed.

4. Delivery, Acceptance and Rejection Process

4.1 Delivery

- 4.1.1 The Supplier shall deliver the Goods and/or Services as follows:

- [explain the required process of delivery in stages]

4.2 Acceptance and Rejection

- 4.2.1 The Customer and Supplier shall work in a strategic and collaborative manner to ensure that all acceptance and rejection criteria are understood.
- 4.2.2 The principles of the Customers reasons to accept or reject the Goods and/or Services, however, are described below:

SCHEDULE 4 – PRICES AND INVOICING

1. GENERAL PROVISIONS

- 1.1 The Prices set out in this Schedule 4 were provided by the Supplier for the purposes of the Invitation to Tender (ITT) response.
- 1.2 The Supplier acknowledges and agrees that the prices provided in their Tender are the maximum prices chargeable to the Customer, based on their forecasted prices over the Contract Period.

2. PAYMENT AND INVOICING

- 2.1 The Supplier shall submit invoices in the following format:

	By email to finance@nmrn.org.uk , in electronic format with the following NMRN Staff CC'd in for their records and raising of invoices accordingly; - Paige Turner
	The NMRN's standard payment terms are that payment will be made within 30 days of receipt of an undisputed invoice. This is in accordance with the PA23 Regulations.
	All invoices MUST be addressed to the following: NMRN Operations Main Road HMNB Portsmouth Hampshire PO1 3NH
	Containing the following information: • Contract Number, • purchase order number, • the Customer account details, • the Supplier's name, address and bank account details to which payment should be made, • a separate calculation of VAT, and • a brief description of the Services provided

- 2.2 No action or payment made by the Customer (including any final payment) shall:
- 2.2.1 indicate or be taken to indicate the Customer's acceptance or approval of the Goods and/or Services or any part of them, or absolve the Supplier from any obligation or liability on the Supplier under this Contract; or
- 2.2.2 prevent the Customer from recovering any amount overpaid or wrongfully paid. The Customer shall be entitled to withhold such amount from any sums due to the Supplier, or the Customer may recover such amount as a debt under this Contract.
- 2.3 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in UK Pound Sterling (UK £) by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.

ANNEX 1: PRICING

[Insert the Price Schedules in this Annex, based on the Supplier's Tender – will need reformatting into Landscape!]

SAMPLE

SCHEDULE 5 – CONTRACT PERFORMANCE MANAGEMENT

1. INTRODUCTION

1.1 The following definitions shall apply in addition to the definitions contained in the Schedule 1 (Definitions):

“Supplier Manager”

has the meaning given to it in paragraph 2.1.1 of this Schedule 5; and

“Supplier Review Meetings”

has the meaning given to it in paragraph 2.2.1. of this Schedule 5.

1.2 The successful delivery of this Contract will rely on the ability of the Supplier and the Customer in developing a strategic and collaborative relationship immediately following contract award and maintaining this relationship throughout the Contract Period.

1.3 To achieve this strategic and collaborative relationship, there will be a requirement to adopt pro-active contract management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and the Customer.

1.4 This Schedule 5 outlines the general structures and management activities that the Parties shall follow during the Contract Period.

2. CONTRACT MANAGEMENT

2.1 Contract Management Structure

2.1.1 The Supplier shall provide a suitably qualified nominated contact (the **“Supplier Manager”**) who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.

2.1.2 The Supplier shall put in place a structure to manage the Contract in accordance with Schedule 3 (Key Performance Indicators).

2.2 Supplier Review Meetings

2.2.1 Regular performance review meetings will take place at the Customer’s premises throughout the Contract Period, until the Contract Expiry Date (**“Supplier Review Meetings”**).

2.2.2 The exact timings and frequencies of such Supplier Review Meetings will be determined by the Customer following contract award. It is anticipated that the frequency of the Supplier Review Meetings will be once every month or less. The Parties shall be flexible about the timings of these meetings.

2.2.3 The purpose of the Supplier Review Meetings will be to:

- a. Plan the procurement of the Goods and/or Services; and
- b. Review the Supplier’s performance under this Contract and, where applicable, the Supplier’s adherence to the Key Performance Indicators.

2.2.4 The agenda for each Supplier Review Meeting shall be set by the Customer and communicated to the Supplier in advance of that meeting.

2.2.4 The Supplier Review Meetings shall be attended, as a minimum, by the Customer Representative(s) and the Supplier Manager.

3. KEY PERFORMANCE INDICATORS

3.1 s52 of the Procurement Act 2023 states that contracts valued more than £5,000,000 must have at least three (3) Key Performance Indicators (KPIs).

3.2 The KPIs applicable to this Contract are set out in Schedule 3 (Key Performance Indicators).

- 3.3 The Supplier shall establish processes to monitor its performance against the agreed KPIs. The Supplier shall always ensure compliance with the standards set by the KPIs.
- 3.4 The Customer shall review progress against these KPIs to evaluate the effectiveness and efficiency of which the Supplier performs its obligations to fulfil this Contract.
- 3.5 The Supplier's achievement of KPIs shall be reviewed during the Supplier Review Meetings, and the review and ongoing monitoring of KPIs will form a key part of the contract management process as outlined in this Schedule 5.
- 3.6 The Customer reserves the right to adjust, introduce new, or remove KPIs throughout the Contract Period, however any significant changes to KPIs shall be agreed between the Customer and the Supplier.
- 3.7 In accordance with 52(3), the Customer must publish Contract Performance Notices which detail the Supplier's performance against those KPIs set out in the Contract.

4. **ESCALATION PROCEDURE**

- 4.1 In the event that the Customer and the Supplier are unable to agree the performance score for any KPI during a Supplier Review Meeting, the disputed score shall be recorded, and the matter shall be referred to the Customer Representative and the Supplier Representative to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 4.2 In cases where the Customer Representative and the Supplier Representative fail to reach a solution within a reasonable period, the matter shall be dealt with in accordance with the procedure set out in Clause 25 (Dispute Resolution).

SCHEDULE 6 – VARIATION FORM

BETWEEN: the National Museum of the Royal Navy ("the Customer")

and

[insert name of Supplier] ("the Supplier")

1. This Contract is varied as follows:

[Guidance Note: Refer to Clause 14 and insert details of the Variation]

2. This Variation must be agreed and signed by both Parties and shall only be effective from the date it is signed by the Customer.
3. Words and expressions in this Variation shall have the meanings given to them in the Contract.
4. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature:

Name:

Position:

Date

Signed for and on behalf of the Supplier

Signature:

Name:

Position:

Date

SCHEDULE 7 – TENDER

1. GENERAL

- 1.1 This Schedule 7 sets out a copy of the Supplier's Tender including the Supplier's responses to the whole award questionnaire in accordance with Annex D of the ITT.
- 1.2 In addition to any other obligations on the Supplier under this Contract the Supplier shall provide the Goods and/or Services to the Customer in accordance with the Tender.

[Guidance Note: Include here a copy of the Supplier's Tender, including the Supplier's responses to the whole award questionnaire in accordance with Annex D of the ITT]

SAMPLE