

Tender Documents: HVMC IEF 1

High Value Manufacturing Catapult Impact Evaluation Framework

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1. INVITATION TO TENDER

1. You are invited by the High Value Manufacturing Catapult (from now on referred to as HVMC) to submit a tender for the design of an Impact Evaluation Framework for HVMC which, once implemented, will better enable HVMC to: i) understand the current and likely future economic impact through providing innovation support for UK manufacturing; and ii) inform the design of future supporting interventions and activities. This is further described in the TENDER SPECIFICATION.
2. It is highly recommended that you **confirm your interest** in tendering for this piece of work on receipt of the Tender Documents. Confirming your interest in tendering for this piece of work can be done by email or in writing to the contact given in INSTRUCTIONS TO TENDERER paragraph 10.3 below, but an expression of interest shall not of itself be a formal tender submission. Note that it is the Tenderer's responsibility to ensure that the contact details provided at this stage are correct and up to date throughout the tender process.
3. Please read all the documents listed in the BINDING OFFER and seek guidance from the named contacts as appropriate if you have any queries. Should you be successful, these documents and any subsequent correspondence between you and HVMC will form a binding contract between you and HVMC.
4. A full copy of the tender document, with the BINDING OFFER section complete, must be returned with your submission.
5. Technical information about this contract can be obtained through the contact as stated in the TENDER SPECIFICATION.
6. Throughout this document, the expressions "Tenderer", "You", "We" and "our" (as the context requires) refer to the legal person who wishes to contract with HVMC, whether they are an individual, partnership, company, or any other valid legal entity in any jurisdiction, and such expressions do not refer to the individual who is completing this documentation on behalf of the Tenderer.

2. INSTRUCTIONS TO TENDERERS

1. Confidentiality of Tenders / No Collusion

- 1.1. All tender documents are PRIVATE AND CONFIDENTIAL. All information concerning the tendering or performance of this contract is to be treated as highly confidential, and for the avoidance of doubt, all ownership and intellectual property rights concerning all aspects of this tender remain fully with HVMC.
- 1.2. Please note the following requirements, any breach of which will invalidate your Tender:
 - 1.2.1. You must not tell anyone else, even approximately, what your tender price is or will be, before the date of contract award.
 - 1.2.2. You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
 - 1.2.3. You must not make any arrangements with another party about whether or not they should tender, or discuss details of Tender prices except where Tenderers are considering joint or team bids, which will be accepted providing all participants to the discussions surrounding the bid are clearly stated in the tender response.
 - 1.2.4. Tender documents must not be sent by email before the specified deadline as this will invalidate the tender.

2. Binding Offer

- 2.1. The BINDING OFFER must be completed, signed and submitted in accordance with these Instructions together with your detailed Response to Tender prepared under paragraph 14 below. All documents connected with the tender must be completed in English, fully priced in Pounds Sterling and totalled. The documents should either be typed or completed in ink.
- 2.2. There should be no unauthorised alterations or additions to any component of the tender documents. Prices etc. may be altered by striking through the incorrect figures and inserting the correct figures above them. All alterations must be initialled.

3. Qualifications

- 3.1. Tenders must be submitted in accordance with the tender documents. HVMC may not consider any tender which is disqualified by any terms or conditions of contract submitted by you, or general reservations, however expressed.

4. Incomplete Tenders

- 4.1. HVMC may not consider tenders that do not contain all information and particulars requested.

5. Performance

- 5.1. It should be clearly stated that performance and delivery of the goods and/or services offered in your Response to Tender will be in full compliance in terms of quality, time and completeness as specified in these documents. Time of delivery is of the essence. Where so specified in the TENDER SPECIFICATION it is a condition of the contract that you will provide any applicable performance bond, parent company guarantee or submit to any applicable escrow mechanism.

6. Enquiries

- 6.1 All requests for clarification or further information in respect of this Tender should be emailed to e-tendering@hvm.catapult.org.uk with the Tender reference number in the title of the email.
- 6.2 If HVMC considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all Potential Providers who have expressed an interest in the tender; or those that show an interest before the closing date of the tender.

7. Variant Tender(s)

- 7.1. HVMC will only accept variant tenders (at its sole discretion) if they meet the minimum specification detailed in the TENDER SPECIFICATION (or in the absence of a defined minimum specification in the TENDER SPECIFICATION, meet and exceed all criteria of the TENDER SPECIFICATION).
- 7.2. Variant tenders will be evaluated against the published evaluation criteria.
- 7.3. Variant tenders submitted which do not meet the minimum specification detailed in the TENDER SPECIFICATION (or in the absence of a defined minimum specification in the TENDER SPECIFICATION, meet all criteria of the TENDER SPECIFICATION) will be deemed non compliant.

8. Prices

- 8.1. All unit rates and prices must be quoted in Pounds Sterling and decimal fractions of a pound. There is no restriction on the number of decimal places, but the product of multiplying the rate by the quantity must be expressed in Pounds Sterling and whole Pence.
- 8.2. Your Tender Price or Rates must be fixed for the period of the contract.

9. Value Added Tax (VAT)

- 9.1. Tendered prices must exclude VAT. Where indicated VAT should be shown separately. Invoices must show VAT separately.

10. Submission of Tenders

- 10.1. Three hard copies of your tender and proposals must be delivered no later than **12 noon on 10th July**.
- 10.2. Please be aware that we cannot accept tender submissions by e-mail. Please also note that we cannot under any circumstances accept electronic copies of tenders in lieu of hard copies.
- 10.3. Hard copies of Tenders must be sealed in an envelope clearly marked "TENDER DOCUMENTS ENCLOSED" and the TITLE and NUMBER OF THE TENDER must be identified on the Envelope and returned to:

Confidential Tender Documents
For the Attention of: Mr. Paul John, Business Director
The High Value Manufacturing Catapult
The Oracle Building
Blythe Valley Business Park
Shirley
Solihull
B90 8AD

Email: e-tendering@hvm.catapult.org.uk

- 10.4. HVMC reserves the right to reject any tender received after the Tender Deadline for whatever reason. It is recommended that tenders be sent by registered post; recorded delivery service; Datapost or delivered by hand. The envelope, including the franking, and any associated paperwork delivered with the tender envelope must not identify the sender.
- 10.5. Please consider the environment, where possible we would appreciate double sided printing, the use of recycled or sustainably sourced paper and copies being bound with re-usable binders.

11. Tender Validity

- 11.1. Tender(s) should remain open for acceptance for a minimum of 90 days from the Tender Deadline or for such other period as may be specified by HVMC.
- 11.2. The contract shall be for a period as required for delivery of goods and/or services, plus meeting obligations for guarantee of performance, as detailed in the TENDER SPECIFICATION and unless terminated or extended by HVMC.

12. Right to Accept Portion of Tender; Lowest or Any Tender

- 12.1. Unless stipulated otherwise by the Tenderer, HVMC reserves the right to accept any part of the tender. HVMC is not bound to accept the lowest tender, or any tender, or part thereof.

13. Conditions of Contract

- 13.1. HVMC's terms and conditions or model contract (as set out in the CONTRACTUAL TERMS below) shall apply to the successful tender to the exclusion of any other terms and conditions, including but not limited to any terms

which the Tenderer purports to apply to its supply of goods and/or services whether in the Response to Tender, or more generally, or otherwise in any way.

- 13.2. DO NOT SUBMIT A RESPONSE TO TENDER if you do not agree to provide the goods and/or services on the basis set out in paragraph 13.1 above. BY SUBMITTING A RESPONSE TO TENDER YOU ARE AGREEING TO PARAGRAPH 13.1 ABOVE and you agree by doing so that any contract or terms and conditions that you attach to your Response to Tender shall not apply to any goods and/or services supplied by you to HVMC, if you are successful in your Tender bid.

14. Response to Tender

14.1. Your Response to Tender should explain in detail how you would propose to provide the services as outlined in the Specification. In preparing this, reference should be made to the Additional Information requirements below.

14.2. The Response to Tender should cover where appropriate:

- a) Methodology or approach to meet the objectives.
- b) CVs of a selection of the staff proposed to undertake the work.
- c) Sub-contract work intended to be placed with other bodies that would not be signatories to the main contract.
- d) A description together with costs for any Capital or Current Items to be purchased.
- e) Details of quality assurance (QA) system complying with the requirement of ISO 9001 and to what part or parts of the organisation this applies. If ISO 9001 is quoted then details of which part or parts are held should be quoted.
- f) Details of any relevant Environmental Policy or Corporate Social Responsibility policy held by the company.
- g) Brief details of the company, including the number of staff employed in the UK and overseas.
- h) Confirmation that three (3) years audited accounts can be made available to view, if called for.
- i) Copies of insurances held.
- j) Proposed payment schedule
- k) Details of any items to which you have answered YES in Paragraph 2 of the BINDING OFFER

15. Cancellation

15.1 HVMC reserves the right to cancel or withdraw this Tender at any stage.

16. Exclusion of Liability

16.1 HVMC shall not be held liable for any costs incurred in preparing or re-preparing your tender submissions.

17. Complaints

- 17.1 If you have a complaint or grievance regarding this procurement process please contact:

Mr. Paul John, Business Director
High Value Manufacturing Catapult
The Oracle Building
Blythe Valley Business Park
Shirley
Solihull
B90 8AD

Email: paul.john@hvm.catapult.org.uk
Tel. 0121 506 9780

3. TENDER SPECIFICATION

3.1 INTRODUCTION

Purpose

This document is an Invitation to Tender for the design of an Impact Evaluation Framework for HVMC which, once implemented, will better enable HVMC to: i) understand the current and likely future economic impact through providing innovation support for UK manufacturing; and ii) inform the design of future supporting interventions and activities.

The UK Catapult Programme

The UK Catapult centres are independent, not-for-profit, technology and innovation centres set up by Innovate UK on behalf of the UK Government with the headline objective of closing the gap between concept and commercialisation to drive UK economic growth. They do this by providing a national R&D capability that provides concentrated expertise, access to cutting-edge equipment and specialist facilities to develop and test ideas in reality. They also act as industry convenors and thought leaders, bringing together business, academia and government to drive innovation and unlock markets

Each Catapult specialises in a different area of technology which the UK has genuine potential to generate growth in strategically important global markets. Catapults all offer innovative facilities and expertise to enable businesses and researchers to collaboratively solve key problems and develop new products and services on a commercial scale. The Catapult vision is to bridge the gap between these ambitious businesses and the expertise of the UK's world-class research communities.

Catapults exist to:

- Reduce the risk of innovation and accelerate the pace of business development;
- Create sustainable jobs and growth; and
- Develop the UK's skills and knowledge base and its global competitiveness.

The High Value Manufacturing Catapult

HVMC is the catalyst for the future growth and success of manufacturing in the UK – a network of Technology and Innovation Centres helping business transform ideas into new products and representing a strategic long-term investment in the UK's innovation capability. HVMC centres focus on areas where there is potential for innovation to drive economic activity and increase wealth creation by addressing the gap in, or accelerating the activity between, technology concept and commercialisation.

HVMC combines seven world class centres of industrial innovation into one cohesive force which:

- Has capability which spans basic raw materials through to high integrity product assembly processes;
- Provides companies with access to world-class facilities and skills to scale-up and prove-out high value manufacturing processes;
- Comprises a network of leading suppliers who contribute to key UK industry supply chains; and
- Unites industry, government and research in a shared goal to make the UK an attractive place to invest in manufacturing.

HVMC operates on the principle that it will receive broadly equal amounts of funding from:

- Core funding from Government: for long term investment in infrastructure, expertise and skills development;
- Collaborative R&D projects – funded jointly by the public and private sectors and awarded on a competitive basis; and
- Commercially funded R&D contracts.

Section 3.11 provides some additional information and more material may be accessed via HVMC website: <https://hvm.catapult.org.uk/home>

HVMC is sponsored and part funded by Innovate UK, the UK's national innovation agency (and formerly titled the Technology Strategy Board). Innovate UK's goal is to accelerate economic growth by stimulating and supporting business-led innovation. It is a business-led executive non-departmental public body set up in 2007.

Innovate UK works across the whole economy to fund, support and connect innovative businesses of all sizes who have the potential to grow through innovation. It uses a range of tools to deliver its support, from rapid, flexible and responsive programmes supporting knowledge transfer and shorter R&D projects, to large-scale challenge programmes, aimed at bringing about system innovation in key areas such as low carbon vehicles and sustainable agriculture.

HVMC agrees a five year plan for achieving increased economic growth in their respective sector with Innovate UK, and reports a quarterly set of key performance metrics (KPIs) to enable Innovate UK to monitor their progress against those strategies.

Further information on Innovate UK's objectives and programmes is available on its website www.innovateuk.org.

3.2 SCOPE

The scope of this tender is to produce an Impact Evaluation Framework (a / the Framework) for HVMC.

Bidders should note that Catapults are complex policy interventions that have the potential to generate economic impact through a number of tangible and intangible channels. Further, with seven physical centres, c.1500 personnel, an asset based of c. £500 million, and a diverse portfolio of 27 technologies, HVMC is a significant network. Measuring impact therefore presents a greater challenge than in the case of more straightforward policy interventions such as grants.

HVMC is a network comprising 7 legal entities (R&D centres) each of whom is a member of HVMC company. A HVMC central team (Core team) works across the network in support of each centre. This exercise will be coordinated by the Core team but there will be extensive engagement with each of the individual centres who conduct the R&D and engage with industry.

In this context, the 'unit of analysis' is HVMC and a single framework should cover all 7 centres (as opposed 7 individual frameworks and reports etc.)

The Framework will take the form of a written report (and supporting presentation material where necessary) and will comprise of three elements:

- a) An analysis of the current UK high value manufacturing sector, replicating the baseline study of the sector in 2011. The original baseline report can be found as an accompanying document to this tender.
- b) A bespoke 'logic model' for the Catapult, specifying the channels through which it can generate economic impact.
- c) A recommended Framework that can be used by HVMC going forward to measure its economic impact. The Framework should: a) identify which indicators should be measured; b) recommend the methods for measurement and data collection to be used; c) recommend the frequencies for data collection; and d) recommend how this data should be used to evaluate the impact of HVMC. When designing the framework due regard should be given to practicality in terms of implementation and the results from the Framework should be able to be communicated in a simple and concise manner. Although the framework will be bespoke, bidders should note Innovate UK are also undertaking a similar exercise for the other Catapults and wherever possible common principles and standards should be used to ensure some comparability across the network.

3.3 SPECIFICATION OF REQUIREMENTS

a) An analysis of the current UK high value manufacturing sector, replicating the baseline study of the sector in 2011

Proposals should clearly set out how a survey and analysis of the current UK high value manufacturing sector would be undertaken. This should include how bidders would ensure comparability with the original baseline study, which can be found as an accompanying document to this tender.

This element should review the sector definition outlined in chapter two of the baseline study, and replicate the 2011 market baseline presented in chapter three of the same report. Proposals should clearly identify the challenges around this deliverable and how they will be overcome.

Bidders should note that this element should, as a minimum, match the breadth of the 2011 sector snapshot. It should consider the state of the relevant industries in terms of a range of factors including, but not necessarily limited to, economic growth, business performance, employment, sector structure i.e. number and size of firms, inward investment, exports, R&D activity, new technologies, and behavioural or attitudinal change. Business performance should consider not just business growth but wider indicators of innovativeness and performance, including the ability to raise finance and secure new contracts.

b) A bespoke 'logic model' for HVMC, specifying the channels through which it can generate economic impact

Proposals should clearly set out how a 'logic model' process would be delivered alongside the other deliverables and within the deadline (see Section 9). Proposals should illustrate how the 'logic model' process will add to HVMC's understanding how the inputs and activities provided and conducted by the centres affect the outputs and economic outcomes arising from providing innovation support to the UK manufacturing sector. By identifying the channels through which HVMC can generate economic impact, the 'logic model' will assess how best to evaluate the effectiveness, with respect to its objectives, of each HVMC centre over time.

This element of the project will deliver a comprehensive logic model for HVMC that will provide the basis for both the Framework and research questions regarding the measurement of impact. The bespoke models may be informed by the generic Catapult logic model which is set out in Section 3.11 of this document.

c) A recommended evaluation framework that can be used by HVMC going forward to measure its economic impact.

Proposals should set out how bidders would use the outputs of the other deliverables to examine different approaches to evaluating the impact of HVMC, and to offer a recommendation. This includes the impacts of all HVMC inputs and activities, such as their role as an industry convenor, not just the impact of the R&D projects that HVMC is involved in. This work should be informed by any relevant, previous evaluations of similar technology and innovation centres.

It will require answers to the following questions:

- What are the relevant factors that should be measured throughout the logic chain?
- What are the indicators that should be used to measure them?
- How should the measurement system be used to evaluate the impact of the Catapult?

In line with Recommendation 7 of the Hauser Review, some of the relevant metrics may also be suggested as potential Key Performance Indicators (KPIs)¹.

Proposals should also consider the extent of spillover (indirect) impacts on customers, suppliers, competitors and others and how these might be evaluated. It is expected that the methodology for estimating spillovers may go beyond the use of standard techniques such as sector multipliers.

The Framework should cover, as a minimum, the following:

- additional Gross Value Added (GVA) impact of HVMC on the UK economy;
- additional turnover and employment created by HVMC;
- additional inward investment and exports arising as a result of HVMC;
- impact of HVMC on UK global competitiveness of the manufacturing sector;
- wider benefits, including social and environmental;
- defining a counterfactual;
- factors to consider when deciding whether the recommended methodology is suitable for deployment;
- assessment of HVMC's place in the wider Innovation support system;
- assessment of HVMC funding model; and
- recommendations / guidance for subsequent implementation.

The recommended methodology should be robust. The Maryland scale can be considered as a reasonable hierarchy of robustness. It is suggested that the impact evaluation contained within the Framework should involve two interim reports and a final report after 5 years – but alternative suggestions are welcomed.

3.4 METHOD OF APPROACH

Supervised by the central HVMC 'Core' team, the successful bidder will be required to work directly with all seven HVMC centres to design the Framework and document it in the report. Bidders will need to work closely with each HVMC centre in order to: i) develop an understanding of each centre including the industries, organisations and associations that it supports; and ii) understand what work has already been done in this area and therefore each centres individual requirements, as well as what data is and can be made available. Any necessary data-sharing agreements will be put in place between the successful bidder and HVMC.

¹ "Innovate UK and the Catapults should work together to develop more sophisticated Key Performance Indicators (KPIs) that sit within Catapults' Grant Funding Agreements, that incentivise impact and engagement with industry whilst still ensuring that Catapults work ahead of the market. These should reflect the difference in the sectors and the maturity of the relevant centre." Recommendation 7, Hauser Review, 2014. Available: <https://www.gov.uk/government/publications/catapult-centres-hauser-review-recommendations>

All proposals should follow best-practice guidance in designing evaluations as set out in HM Treasury's Magenta Book². Innovate UK places great importance on assessing the additionality of impact and bidders are expected to consider robust techniques to estimate factors such as deadweight, displacement (product and labour market displacement should be considered), linkages and multipliers.

It is expected that such analysis will go beyond self-reported impacts. The reliance on standard assumptions from the existing literature around these factors will not be considered a robust approach.

The spillover impacts of the Catapults are considered equally as important, since the dissemination and application of new knowledge and project outputs form a key rationale for the investment of public money in the Catapult programme.

It is anticipated that the proposed evaluation methodology will require a combination of analytical techniques. These could include case studies, surveys of stakeholders, in-depth interviews, data linking, and econometric analysis of primary and secondary data, although it may be that not all of these are appropriate.

3.5 DELIVERABLES

This project is expected to deliver, as a minimum a stand-alone report setting out:

- i. a 2015 snapshot baseline evaluation of the UK manufacturing sector which can be compared to the 2013 baseline;
- ii. a bespoke logic model; and
- iii. a bespoke Impact Evaluation Framework with recommendations for implementation.

The report must include an executive summary. Any analysis carried out for the report must be clearly set out in the report. Any datasets used in the analysis should be anonymised and provided alongside the report

3.6 QUALITY ASSURANCE REQUIREMENTS

Proposals should set out internal quality assurance procedures that will be used to deliver the Framework. The winning proposal may be put to an external, independent peer review group of academic evaluation experts. The successful bidder will be expected to consider and, if appropriate, respond to any comments from peer reviewers.

3.7 DATA

The majority of relevant data is held by HVMC centres (or their partners) and will need to be collected as part of this exercise.

² <https://www.gov.uk/government/publications/the-magenta-book>

The successful bidder will have to work with each HVMC centre to determine what data is available and what data could be made available in order to produce a Framework that is both robust and yet practical in terms the ability for it to be implemented and maintained. Availability of data may vary across HVMC centres, but it is vital that the framework is underpinned by the same Magenta Book principles and standards.

This project will involve utilising data held by the seven HVMC centres. Proposals should set out the data security arrangements that will be in place for this project. The successful bidder will be expected to sign a binding non-disclosure agreements with HVMC (and potentially each of the seven centres).

At the end of the project, the successful bidder and any sub-contractors must return all data to the Catapults and destroy any copies they hold.

3.8 MANAGEMENT OF THE AGREEMENT

The HVMC Core team is commissioning this study on behalf of the seven HVMC centres and in partnership with Innovate UK. Both HVMC and Innovate UK will sign off the final reports and provide high level oversight during the project. The studies themselves will involve the successful bidder working directly with the seven HVMC centres.

Proposals should set out the project management approach that will be used. This should include proposed working arrangements with HVMC Core team and the seven HVMC centres throughout the project. In particular, the proposed project management approach should include:

- Arrangements for project governance;
- A detailed project timeline (to include monitoring and review milestones); and
- The number and type of resources that will deliver the work complete with defined roles and responsibilities.

3.9 TIMETABLE

Table 1 sets out the indicative timing for this exercise.

Table 1.

ACTIVITY / MILESTONE	DATE (2015)
Issue Invitation to Tender	w/c 22 nd June
Deadline for submission of proposals	10 th July
Assessment of proposals	w/c 13 th July
Identify successful bidder	w/c 20 th July
Communicate the outcome to all bidders	w/c 20 th July
Impact Evaluation Framework Report submitted	November

3.10 ASSESSMENT CRITERIA

Bids will be assessed against the criteria set out in Table 2.

Table 2.

CRITERIA	DESCRIPTION	WEIGHTING
Price	The relative cost of the proposal and extent to which the proposal represents value for money.	15%
Requirements	The extent to which the proposal addresses the specification of requirements.	15%
Methodology	The breadth and quality of the methodology proposed in order to achieve the objectives highlighted in the specification.	20%
Project management approach	The suitability of the proposed arrangements for managing the work against the timescales outlined and to the required quality.	15%
Capability	The extent to which the proposal demonstrates: i) the necessary technical expertise to produce an Impact Evaluation Framework in accordance with Government best practice; ii) an understanding of the nature of the sector / industries involved with HVMC.	20%
Capacity	The extent to which there is sufficient capacity to conduct the work across the seven HVMC centres within the required timescale.	15%

HVMC reserves the right to hold clarification interviews with any of the bidders as part of the evaluation process.

If you have any questions concerning the tender please email:
e-tendering@hvm.catapult.org.uk

3.11 ADDITIONAL INFORMATION

HVMC's network consists of seven technology and innovation centres, located across the UK.

These centres are each described in further detail below.

Advanced Forming Research Centre (AFRC)

The AFRC is a collaborative venture between the University of Strathclyde, leading multinational engineering firms including Rolls-Royce, Boeing, TIMET, Aubert & Duval, and Barnes Aerospace, the UK Government and Scottish Enterprise.

Located in a bespoke facility next to Glasgow International Airport, the AFRC focuses on developing forming and forging technologies to support the design and manufacture of products, across a range of sectors including Aerospace, Automotive, Energy, Medical Devices and Marine.

The AFRC undertakes a programme of core research established in collaboration with industrial members, as well as contract research and development work commissioned by member and non-member companies from around the globe.

The key challenge for the AFRC is helping industry take low maturity and often disruptive technology and to successfully deploy it in manufacturing facilities.

In addition to the world-class facilities in the building, AFRC can draw upon the wider capabilities and expertise of the University of Strathclyde.

Advanced Manufacturing Research Centre (AMRC)

The University of Sheffield AMRC with Boeing focuses on advanced machining and materials research for aerospace and other high-value manufacturing sectors. It identifies, researches and resolves advanced manufacturing problems on behalf of its industrial partners. Around 70 companies have joined as members, from global aerospace giants such as Boeing, Rolls-Royce, BAE Systems and Messier-Bugatti-Dowty, to local small businesses. The centre also works with hundreds of other manufacturers on specific research projects.

AMRC researchers work with individual companies on specific projects, and collaborate on generic projects for the benefit of all members, using the centre's array of state-of-the-art manufacturing equipment. R&D topics at the AMRC with Boeing are determined by the board of industrial partners. This ensures that work is focused on industrial commercial requirements, and provides lasting value to members. Since its launch in 2001, the AMRC with Boeing has established itself as a world-class centre for collaborative research. It has received numerous awards, including Boeing Supplier of the Year, and become a model for research centres worldwide.

The AMRC with Boeing employs over 200 highly qualified researchers and engineers. It is based on a dedicated research campus on the Advanced Manufacturing Park in South Yorkshire.

Centre for Process Innovation (CPI)

CPI uses applied knowledge in science and engineering combined with state of the art development facilities to enable our clients to develop, prove, prototype and scale up the next generation of products and processes.

CPI's open innovation model enables clients to develop products and prove processes with minimal risk. CPI provide assets and expertise so their customers can demonstrate the process before investing substantial amounts of money in capital equipment and training.

New products and processes can be shown to be feasible; on paper, in the lab and in the plant before being manufactured at an industrial scale.

By utilising CPI's proven assets and expertise companies can take their products and processes to market faster. There is no down time in production as all of the process development is completed offsite and CPI's technology transfer and engineering teams can help companies transfer the product or process into full scale production at speed.

Manufacturing Technology Centre (MTC)

The MTC is a partnership between several major global manufacturers and the universities of Birmingham, Nottingham and Loughborough, and TWI Ltd. The Centre provides a flexible approach to working with both large and small companies and offers a tailored service designed to meet the company needs, which ranges from consultancy support for specific problems to a long-term relationship for programme based projects through MTC membership.

The MTC specialises in manufacturing technologies and processes that are particularly important to the high value manufacturing sector: Intelligent Automation, Advanced Tooling and Fixturing, Electronics Manufacturing, High Integrity Fabrication, Manufacturing Simulation and Informatics, Metrology and NDT and Net Shape and Additive Manufacturing.

The MTC aims to raise the UK's competitive advantage by validating and implementing concepts identified from primary research. Housed in a 12,000 square metre purpose built facility at Ansty Park, Coventry, the centre provides a unique environment bringing the country's leading academics, engineers and industry professionals together to develop and demonstrate new technologies on an industrial scale. This allows MTC's clients to develop new manufacturing processes in a safe, neutral industrial setting, whilst reducing the associated financial risks.

National Composites Centre (NCC)

With over 100 specialist composite engineers, designers and technicians working on innovative composite applications the NCC aims to be the world leading centre of excellence and innovation in composite technology.

The NCC provides industrial scale Research and Technology Development facilities to meet the needs of all sectors wishing to capitalise on the high-strength, low weight, corrosion-resistant qualities of composites materials.

The NCC has a broad range of technology capability which it makes available to UK composites companies on a pay per use basis.

The NCC is hosted by the University of Bristol and works closely with EPSRC Centre for Innovative Manufacturing in Composites to evolve and mature emerging composite manufacturing technologies from the laboratory through to commercial maturity.

Only 2 years after opening industry demand from sectors including: renewables, aerospace, motorsport, marine and satellite meant NCC was at capacity and commenced an expansion project. This project is now completed with the £28m NCC Phase II project completed, doubling the size of the centre to enhance its ability to include skills, training and further development opportunities for the UK Composites Industry.

Nuclear Advanced Manufacturing Research Centre (NAMRC)

The NAMRC aims to enhance the capabilities and competitiveness of the UK civil nuclear manufacturing industry, and help British manufacturing companies compete for nuclear contracts worldwide.

The NAMRC is led by the University of Sheffield, with the backing of government and industry. The Centre works with large companies such as global reactor providers, to smaller specialist suppliers and it reaches out to SMEs through its successful Fit for Nuclear programme.

The NAMRC is based in bespoke facilities on the Advanced Manufacturing Park in South Yorkshire. The centre's workshop contains a range of state-of-the-art manufacturing equipment tailored for nuclear industry applications, making it the Centre with the largest machining capability of any R&D facility in the world.

Although the centre's capabilities are focused on the nuclear manufacturing sector, its resources and expertise can also address the large-scale manufacturing demands of other high-value industries such as oil and gas, offshore wind, chemicals and aerospace.

WMG

The WMG Catapult centre builds on Warwick Manufacturing Group's longstanding track record. Through industrial collaboration, the global challenge of Low Carbon Mobility is being addressed, driven by priorities in the automotive, commercial (truck and bus), off-road (agricultural and construction), rail and marine transport sectors.

Its focus is on Lightweight Technologies and Energy Storage and Management. These are underpinned by developments in Digital Validation and Verification, with the aim of reducing time to market and the cost of prototyping new solutions.

The Lightweight Technologies Centre of Excellence is focused on the design for manufacture of novel lightweighting solutions. The research has three themes: design; manufacture (forming, shaping and assembly); and product performance. Activities are materials agnostic, covering structural and functional materials including metals, ceramics, polymers, composites and hybrids.

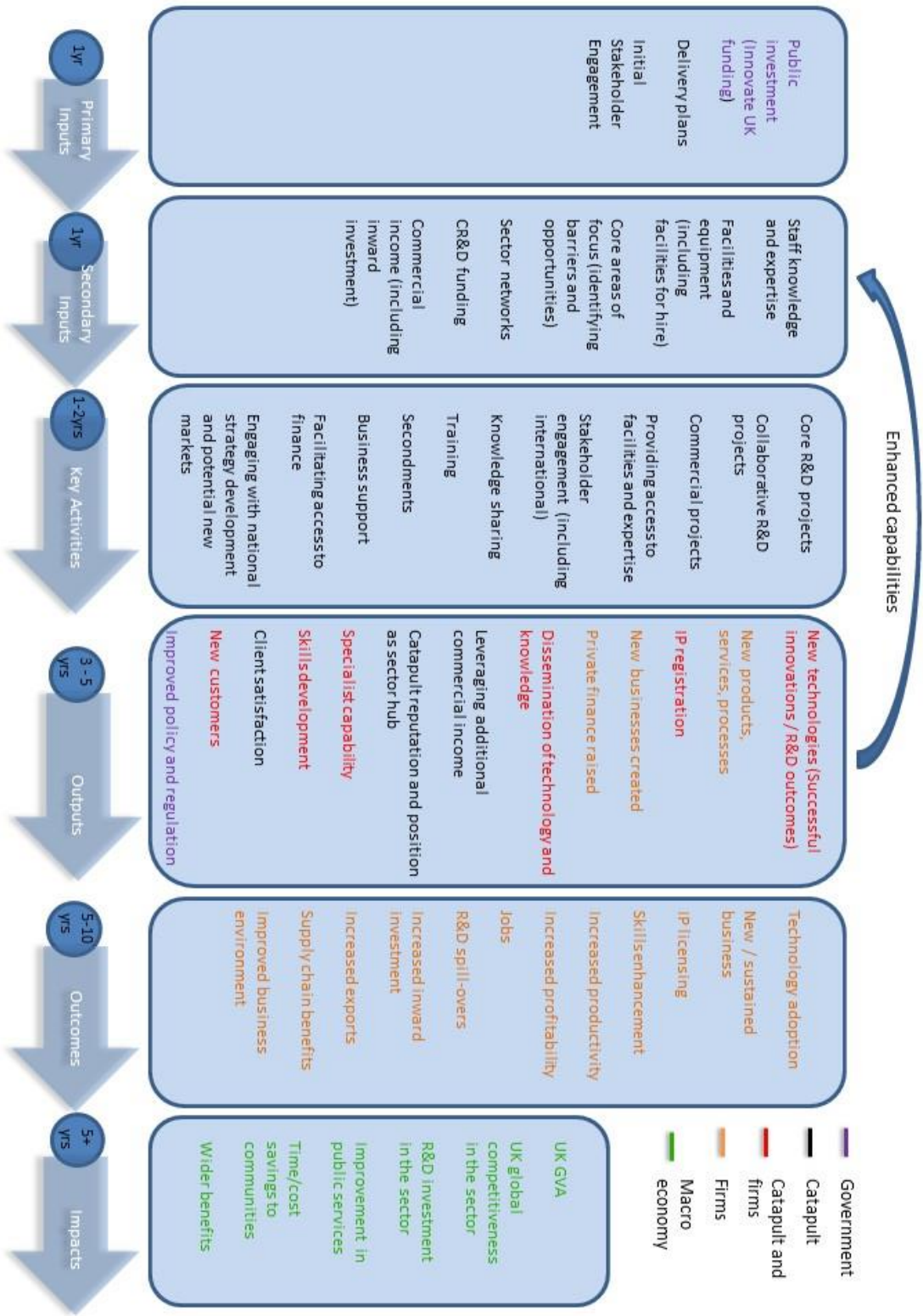
The Energy Innovation Centre includes a battery characterisation laboratory and an established electric/hybrid drives test facility, with a Battery Cell Pilot Scale-Up Line for producing cells based on new chemistries. This is a unique facility in the UK, supporting

the development of new battery chemistries from concept to fully proven traction batteries, produced in sufficient quantities for industrial-scale testing.

Through these seven centres HVMC possesses expertise in the following technology areas:

- Additive manufacturing
- Advanced assembly
- Automation
- Biologics
- Characterisation and testing
- Composites manufacture
- Design
- Electronics
- Formulation
- Biotechnology and biorefining
- IT for manufacturing
- Joining
- Machining
- Metal casting
- Metal forging and forming
- Metrology
- Component manufacturing and processing using polymeric materials
- Powder metallurgy
- Power and energy
- Printable electronics
- Resource efficient and sustainable manufacturing
- Modelling and simulation
- Surface engineering
- Tooling and fixtures
- Visualisation and VR

Catapult Logic Model



4. CONTRACTUAL TERMS

1. Contractual Terms

HVMC TERMS AND CONDITIONS OF PURCHASE OF GOODS AND OFF-SITE SERVICES

1 DEFINITIONS & INTERPRETATION

1.1 In these Conditions the following words shall have the following meanings unless inconsistent with the context:

Change of Control	means a change in the ability to direct the affairs of another person, whether through the ownership of shares; or the power to appoint directors to the board of a company; or through management contracts; or otherwise;
Conditions	means these terms and conditions for the purchase of Goods and/or Services;
Confidential Information	means the existence and terms of any Order, Specification or Contract and any and all information (whether recorded or supplied in permanent or transitory form) which has been, is now or at any time after the date of these Conditions is disclosed to or made available by HVMC to: the Supplier or its Employees; or (where applicable) to any company within the Supplier's Group; or to any other person at the request of the Supplier as recipient; or any information of which the Supplier becomes aware or which comes into the Supplier's control or knowledge as a result of entering into these Conditions or of providing the Services which is of a technical, commercial or financial nature (including software in various stages of development in human or machine readable form, research information, methodologies, knowledge, data, know-how, formulae, processes, designs, drawings, specifications, models, diagrams, flow charts, marketing and development plans, business plans, intellectual property rights, customer information, customer lists, actual or prospective sales contacts, photographs and samples) and which relates to HVMC or HVMC's business or that of its Group or to any of HVMC's customers or their business or that of its Group but shall not include information which:- <ol style="list-style-type: none">(a) is accessible from public sources or is or becomes generally available to third parties (other than as a result of disclosures by the Supplier, by the Employees or by any company within the Supplier's Group, of such information in breach of these Conditions); and/or(b) either party can establish to the reasonable satisfaction of the other party that the information was known to the Supplier before the date of these Conditions and that it was not under any obligation of confidence in respect of the relevant information; and/or

	(c) becomes lawfully available to the recipient from a source other than HVMC or the End Customer, which source is not bound by any obligation of confidentiality to another party in relation to such information; and/or
	(d) was required to be disclosed by law or by the rules or directions of any court or any authority;
Contract	means, as the context requires, the legally binding agreement between HVMC and the Supplier made up of either: <ul style="list-style-type: none"> (a) in a tender situation - the Order, these Conditions, and any Specification; or (b) in a non-tender situation - the Order, these Conditions, any Specification and the Supplier's acceptance of the Order whether made in writing (subject always to Conditions 2.1 and 2.4) or through delivering the Goods and/or providing the Services, whichever occurs first); or (c) any written agreement between HVMC and the Supplier that incorporates these Conditions within a Schedule to such written agreement;
HVMC	means the High Value Manufacturing Catapult (Company Number 07708659) whose registered office is at The Oracle Building, Blythe Valley Business Park, Shirley, Solihull, 90 8AD or where so specified in the Contract, such other member of High Value Manufacturing Catapult's Group that is contracting with the Supplier;
HVMC Representative	means HVMC's representative named in the Order who will be first point of contact in relation to the Services, or in the absence of any specified person, HVMC's internal solicitor and contracts manager;
DDP	means the provisions of the incoterm Delivered Duty Paid as set out in Incoterms 2010, which are incorporated into these Conditions as varied under Condition 5;
Delivery Point	means the locations / addresses specified for delivery of the Goods and/or Services in the Order;
Due Date	means the fixed date(s) for delivery set out in the Order;
Employees	means the staff used by the Supplier to carry out its obligations under the Contract;
Good Industry Practice	means the exercise of that degree of skill, diligence, prudence and foresight which, as at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced provider of the Services seeking in good faith to comply with its contractual obligations to a high standard, and complying with all applicable laws and codes of practice in the same type of undertaking and under the same or similar circumstances and observations;
Goods	means any goods or materials to be supplied to HVMC that are specified and/or described in the Order;

Group	in relation to a party, means any subsidiary and/or holding company of that party and any subsidiary of any such holding company from time to time;
Incoterms 2010	means the 2010 edition of the International Chamber of Commerce official rules for the interpretation of trade terms (ISBN 978-92-842-0080-1);
Intellectual Property Rights	means all patents, trade marks, 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 right, database rights, topographical rights, unregistered trade marks or other intellectual or industrial property rights, look and feel in any graphical user interface in the Outputs, and all know-how whether subsisting in the United Kingdom or anywhere else in the World;
Month	means a calendar month;
NDA	means HVMC's standard non-disclosure agreement from to time in the form provided to the Supplier;
Order	means HVMC's written instruction to the Supplier to purchase the Services, which may be in a purchase order, and/or in appropriate circumstances may be set out in a tender award letter and related tender documentation, and which shall incorporate these Conditions;
Outputs	means all research, designs, records, reports, documents, papers, drawings, diagrams, discs, transparencies, photos, graphics, logos, text, typographical arrangements, coding, software, formulas, samples, prototypes and all other materials or items in whatever form, including but not limited to physical items, hard copies and electronic forms, prepared and/or produced by the Supplier in the provision of the Services and any other material to the extent that it reproduces, contains, embodies, or is made according to, HVMC's Confidential Information
Parent Company Guarantee	means a performance guarantee issued by the holding company of the Supplier in the form required in the Order;
Performance Bond	means a bank performance bond in the form required in the Order issued by a bank or insurance company first approved by HVMC for a sum equal to that required in the Order;
Services	means those services specified to be provided by the Supplier in the Order that relates to the Services;
Specification	means any agreed specification and/or timetable and/or schedule of works against which the Supplier has given a quotation for the supply of Goods and/or Services, or which is attached to or incorporated in the Order that relates to the Goods and/or the Services;
Supplier	means the company or individual supplying the Goods or Services;

- 1.2 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.
- 1.3 The descriptive headings to clauses, schedules and paragraphs are inserted for convenience only, have no legal effect and shall be ignored in the interpretation of these Conditions.
- 1.4 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.
- 1.5 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.
- 1.6 Any reference to a “day” shall mean a period of 24 hours running from midnight to midnight, reference to a “working day” shall mean Monday to Friday inclusive but excluding bank holidays and references to times of the day are to London time on the applicable date.

2 BASIS OF PURCHASE

- 2.1 These Conditions are the only basis upon which HVMC is prepared to deal with the Supplier and, they shall govern the Contract between HVMC and the Supplier to the entire exclusion of all other terms or conditions. These Conditions apply to all of HVMC’s purchases of the Goods and/or the Services from the Supplier under the Contract.
- 2.2 Each Order for Goods and/or Services by HVMC shall be deemed to be an offer by HVMC to purchase the Goods and/or Services, subject to these Conditions, which shall be accepted when the first of the following occurs:
 - 2.2.1 the Supplier issues any written documentation (including by email) expressly or impliedly accepting the Order (including by offering to proceed with the supply of the Goods or Services after receipt of the Order); or issues any invoice relating to any part of the Order (subject in each case to Condition 2.4); or
 - 2.2.2 the Supplier accepts the Order verbally expressly or impliedly (including by offering to proceed with the supply of the Goods or Services after receipt of the Order) ; or
 - 2.2.3 the Supplier accepts the Order through conduct by taking any steps towards delivery of the Goods and/or Services (whether by commencing manufacture and/or supply of the Goods or performance of the Services or otherwise); or
 - 2.2.4 the Supplier delivers the Goods and/or Services to HVMC.

- 2.3 Once the Supplier accepts any Order in accordance with Condition 2.2, any Specification relating to that Order shall become a binding condition on the Supplier.
- 2.4 No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, invoice or any other document will form part of the Contract and the Supplier hereby waives any right which it otherwise might have to rely on such terms and conditions.
- 2.5 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of HVMC and the Supplier.

3 SUPPLIER'S OBLIGATIONS

- 3.1 The Supplier warrants to HVMC that upon delivery and for a period of 18 months thereafter, all Goods it supplies:
 - 3.1.1 are and shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - 3.1.2 are and shall be fit for purpose within the meaning of the Sale of Goods Act 1979;
 - 3.1.3 shall comply fully and in all respects with the terms of any Specification including any specified quality, grade, technical and/or functional specification.
- 3.2 Without prejudice to any other remedy that HVMC may have under these Conditions or otherwise, in the event of a breach by the Supplier of any of the warranties under Condition 3.1, the Supplier shall, at its own cost and at HVMC's sole discretion, upon request promptly and in any event within five Working Days:
 - 3.2.1 replace the Goods that are not compliant with any of the warranties with new Goods that are fully compliant; or
 - 3.2.2 repair the Goods to ensure that they are fully compliant with all of the warranties; or
 - 3.2.3 remove the Goods that are no longer compliant with all of the warranties and make a full refund to HVMC of all monies paid to the Supplier in relation to such removed Goods,and all Goods repaired or replaced under this Condition 3.2, if they subsequently fail any of the warranties shall be subject to the remedies of this Condition 3.2.

- 3.3 The Supplier warrants and represents that in respect of all Services which it provides to HVMC, it shall:
- 3.3.1 fulfil its obligations under these Conditions in a conscientious manner and shall deal with HVMC in good faith;
 - 3.3.2 maintain the capacity and expertise to provide the Services to HVMC and shall provide the Services through experienced, qualified and trained personnel acting with all due skill, care and diligence;
 - 3.3.3 discharge its obligations under these Conditions with all due skill, care, and diligence including Good Industry Practice (prevailing as at the relevant time) and in accordance with its own established internal procedures;
 - 3.3.4 commit all such resources as are reasonably necessary to ensure that the Services are provided in accordance with the provisions of the Order and any Specification, and in particular but without limitation that:
 - (a) it shall provide appropriate and adequate numbers of Employees who will dedicate sufficient time and energy to ensure that the Services are provided in a timely and efficient manner and in compliance with the agreed Specification); and
 - (b) where any staffing or skill levels are specified in the Specification that it shall ensure that those levels are maintained so as to ensure timely delivery;
 - 3.3.5 in carrying out the Services, comply (and will procure that its staff shall comply) with HVMC's reasonable instructions in relation to, without limitation, such matters as to the priority to be given to each element of the Services and co-ordination with HVMC's operational requirements.

- 3.4 During the term of the Contract, the Supplier shall (without prejudice to the other obligations of the Supplier under these Conditions):
- 3.4.1 at all times ensure, to the reasonable satisfaction of HVMC, the proper performance of the Services by the Supplier (whether by the Employees or otherwise) in accordance with the Specification, and comply with all reasonable requirements as to best practice stipulated by HVMC from time to time as to the performance of the Services or the manner in which the Services are provided;
 - 3.4.2 report to HVMC on the provision and performance of the Services as reasonably required by HVMC;
 - 3.4.3 in performing its obligations under the Contract, comply with all relevant statutory requirements and regulations and all codes of conduct (whether voluntary or otherwise) in force at the time of performance of such obligations;
 - 3.4.4 when appropriate make suggestions to HVMC regarding enhancements to the provision of the Services;
 - 3.4.5 where Goods or Services are to be delivered at a third party's premises (for example, at the premises of a customer of HVMC), liaise with such third party in respect of delivery a reasonable time before the Due Date and, as far as reasonably practicable, take into account such third party's requirements in so far as they do not conflict with the applicable Specification and the terms of the Contract;
 - 3.4.6 deal with any complaints or enquiries received from HVMC or HVMC's own customers (whether received orally or in writing) in a prompt, courteous and efficient manner. All such complaints and enquiries shall be logged by the Supplier and discussed between the parties as appropriate. If any serious complaints are made, the Supplier shall notify HVMC and co-operate with HVMC to resolve any problems which arise;
 - 3.4.7 not do anything which would be likely to prejudice the reputation of HVMC.
- 3.5 HVMC may from time to time modify any Specification by way of minor variations of an insignificant nature. HVMC shall provide reasonable prior written notice of any such variation of the Specification to the Supplier.
- 3.6 HVMC may, during the term of these Conditions and within 3 months of the termination of the Contract, request any information relating to the carrying out of all or any part of the Services and/or in relation to the Goods, and such information shall be supplied by the Supplier as soon as reasonably possible and at no cost to HVMC.

4 BRIBERY AND CORRUPTION PREVENTION MEASURES

- 4.1 The Supplier warrants and undertakes to HVMC that in connection with the Contract it shall, and it shall procure that all Employees shall:
 - 4.1.1 comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - 4.1.2 comply with HVMC's anti-bribery and anti-corruption policies in force from time to time, a copy of which shall be provided to the Supplier and to any Employees upon written request;
 - 4.1.3 maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement;
 - 4.1.4 notify HVMC as soon as practicable of any breach of any of the undertakings contained within this Condition of which it becomes aware.
- 4.2 The Supplier shall, upon request by HVMC from time to time, promptly confirm in writing that it has complied with its undertakings under Condition 4.1, and shall promptly and fully provide any information reasonably requested by HVMC in support of such compliance;
- 4.3 For the avoidance of doubt, any breach by the Supplier of this Condition 4 shall be deemed to be a breach of the Contract which is not capable of remedy for the purposes of Condition 10.1.9.

5 DELIVERY OF GOODS OR SERVICES

- 5.1 The Supplier hereby acknowledges and accepts that timely delivery and continuity of supply of the Goods or Services is of fundamental and critical importance to HVMC, and that HVMC has contractual obligations with its own customers in connection with the Goods and/or Services.
- 5.2 Time for delivery of all Goods and/or Services shall be of the essence and it shall be a condition that the Supplier shall deliver the Goods or Services at the specified Delivery Point by the relevant Due Dates specified in the relevant Orders.
- 5.3 Unless otherwise specified in the Order, it shall be a condition that the Supplier shall deliver all Goods DDP as varied by this Condition 5 to the Delivery Point specified in the Order. Title to the Goods shall pass to HVMC upon physical delivery to the Delivery Point specified in the Order. Risk in the Goods shall transfer upon acceptance by HVMC after physical delivery, unless the Goods are also being installed by the Supplier, whereupon risk shall transfer upon successful installation. Title in any rejected Goods shall revert to the Supplier only upon the Supplier's collection of such rejected Goods from the Delivery Point and the full refund by the Supplier of any monies paid by HVMC in relation to such rejected Goods. Physical delivery for the purpose of this Condition 5.3 shall include completing the unloading of the Goods at the Delivery Point at the sole risk of the Supplier, which for the avoidance of doubt may include internal locations where so specified in the Order.
- 5.4 The Supplier shall ensure that:
- 5.4.1 upon dispatch of each consignment of the Goods, it shall send a dispatch note to HVMC by email to the email address shown in the Specification, which shall include the means of transport, weight, number and volume of Goods, dispatch date and time, and anticipated delivery date and time at the Delivery Point; and
- 5.4.2 each delivery of Goods is accompanied by a delivery note which shows, amongst other things, the order number, date of order, description of the Goods and in the case of part delivery, the outstanding balance remaining to be delivered; and
- 5.4.3 (without prejudice to any statutory obligations on the Supplier) upon delivery, all Goods and their packaging shall contain suitable prominent handling and hazard warning labels in relation to all likely hazards arising from despatching, receiving, handling, using, storing or possessing the Goods, and where it is not practicable for such details to be provided in full on such labelling, they shall be provided in accompanying supplementary literature.
- 5.5 Where HVMC agrees in any Order to accept delivery by instalments the Contract will be construed as a single contract in respect of each instalment. Failure by the Supplier to deliver any one instalment in accordance with the provisions of Conditions 5.2 and 5.3 shall entitle HVMC at its option to treat the whole Contract as repudiated.

- 5.6 If the Services or any part of them are not performed by the relevant Due Date and/or in accordance with the Specification, and/or if the Goods or any part of them are not delivered by the relevant Due Date (or Due Dates in the case of Goods and/or Services delivered in instalments) and/or in accordance with the Specification (subject to the Supplier having been given the opportunity to promptly carry out remedial steps under Condition 6) then, without prejudice to any other remedy that it may have, and without granting a waiver of the Supplier's breach of these Conditions, HVMC may at its sole discretion:
- 5.6.1 procure the provision of any particular Goods and/or Services or any parts thereof which the Supplier has failed to successfully deliver, from a third party at the Supplier's cost, the additional costs to HVMC of which the Supplier agrees to reimburse to HVMC promptly upon demand; and/or
 - 5.6.2 where the Supplier requests an extension of time on the Due Date and in HVMC's opinion are realistically capable of achieving delivery on the extended Due Date, opt to give the Supplier an extension of time for the relevant Due Date in return for a discount on the agreed price for such Goods and/or Services, which in the absence of written agreement to the contrary in the Order or elsewhere, shall be a discount of 5% of the original delivery price for each additional Month granted; and/or
 - 5.6.3 terminate the Contract and receive a full refund of any instalments of the price paid to the Supplier for such Goods and/or Services (subject to making all non-compliant Goods actually delivered available for removal by the Supplier at the Supplier's own cost).

6 PRE-DISPATCH TESTING AND POST-DELIVERY ACCEPTANCE OF GOODS

- 6.1 Before despatching the Goods, the Supplier shall inspect and test them for compliance with the Specification and/or the Contract. The Seller shall, if requested by HVMC, give HVMC reasonable notice of such inspections and tests and HVMC shall be entitled to be represented thereat. The Seller shall at its own cost also supply to HVMC certificates of the results of inspections and tests in such form as HVMC may require.
- 6.2 HVMC shall be entitled at any reasonable time, at its sole discretion, to inspect and test the Goods during manufacture, processing or storage, and the Seller shall at its own cost provide or procure the provision of all facilities as may reasonably be required by HVMC in respect thereof.
- 6.3 If as a result of any inspection or test under Condition 6.1 or 6.2 above, HVMC is of the opinion that the Goods do not or are unlikely on completion of manufacture or processing to comply with the Specification and/or the Contract, HVMC may notify the Seller, and the Seller shall promptly take at its own expense all steps as may be necessary to ensure full compliance of the Goods with the Specification and/or the Contract upon the delivery on the Due Date.

- 6.4 The provisions of Conditions 6.1, 6.2 and 6.3 above are without prejudice to any other rights or remedies that HVMC may have in relation to the Goods, whether under the Contract or otherwise.
- 6.5 Following physical delivery of any Goods, HVMC shall inspect the Goods within a reasonable period of time and shall send confirmation of acceptance to the Supplier. In the event that there is any fault with the Goods or that they fail to comply with the Specification and/or the warranties given by the Supplier in Condition 3.1, the Supplier shall promptly remedy this at its own cost, and at HVMC's sole discretion, by either:
- 6.5.1 delivering the correct quantity of non-faulty and/or compliant replacement Goods and removing any faulty and/or not compliant Goods; or
- 6.5.2 attending at the Delivery Point and carrying out any necessary remedial work to ensure that the Goods are fully compliant with the Supplier's warranties.
- 6.6 Unless otherwise specified in the Order, the Supplier shall only invoice HVMC following HVMC's acceptance of the Goods and/or the Supplier's complete and satisfactory delivery of the Services.
- 6.7 Without prejudice to any other rights and/or remedies that HVMC may have, in the event that the Supplier delivers items other than the Goods to HVMC, the Supplier shall promptly remove all such items at its own cost, and if it has not done so within 48 hours of HVMC requesting it to do so, HVMC may dispose of all such items as it sees fit, including treating them as waste, and may recharge the costs of such disposal to the Supplier.
- 6.8 HVMC shall not be obliged to return to the Supplier any pallets, packaging, or packing materials for the Goods, whether or not any Goods are accepted by HVMC.

7 PRICE AND PAYMENT

- 7.1 The price payable by HVMC shall be the applicable price of the relevant Goods and/or Services set out in the relevant Order and unless otherwise agreed in writing by HVMC, and shall be exclusive of value added tax (if any).
- 7.2 Unless specified in the Order, all sums payable shall be calculated and paid in £ Sterling.
- 7.3 HVMC will accept no variation in the price or extra charges for the supply and delivery of the Goods and/or Services unless such variation to the price or such extra charges for the supply and delivery of the Goods and/or Services has been expressly agreed in advance and in writing by an authorised representative of HVMC (including, for the avoidance of doubt, increases in the costs of materials, labour, and/or transport costs, fluctuation in rates of exchange).
- 7.4 All properly issued and undisputed invoices shall be paid within 30 days of the last day of the month in which the invoice was received by HVMC. These payment terms shall prevail to the exclusion of any payment terms of the Supplier, express or implied, save in the case that the Supplier's payment terms exceed 30 days of the last day of the month in which the invoice was received by HVMC.
- 7.5 Where the Order specifies that any Goods and/or Services shall be paid for in instalments prior to delivery of the Goods and /or Services, HVMC may at its sole discretion where so specified in the Order require the Supplier:
- 7.5.1 to put in place a Performance Bond; and/or
 - 7.5.2 to put in place a Parent Company Guarantee; and/or
 - 7.5.3 to hold all monies received from HVMC under such instalments upon trust for HVMC until HVMC's acceptance of the Goods under Condition 6 and/or or the Supplier's complete and satisfactory delivery of the Services (as applicable), at which time they shall become the Supplier's monies, and until such time the Supplier shall keep all monies paid by HVMC in instalments unmixed and separate from the general monies of the Supplier in a separate bank account designated as a HVMC trust account.
- 7.6 Without prejudice to the generality of Condition 21, HVMC shall be entitled to deduct from the price (and any other sums) due to the Supplier any sums that the Supplier may owe to HVMC at any time.
- 7.7 If any undisputed sum properly due from HVMC to the Supplier is not paid on the due date then interest shall accrue and be payable on any such sum at the rate of one per cent per annum above the business base rate of Barclays Bank plc from time to time, apportioned on a daily basis, until payment in full of the overdue sum and whether before or after judgment.

7.8 Time for payment shall not be of the essence (nor made of the essence by notice) of the Contract.

8 INSURANCE

8.1 The Supplier shall, unless otherwise agreed by HVMC in writing, insure against its liabilities arising out of or in connection with the performance of the Contract including (without prejudice to the generality of the foregoing):

8.1.1 employers' liability insurance for no less than £5,000,000 (five million pounds) in respect of any one incident unlimited in any 12 month period;

8.1.2 public liability insurance for no less than £5,000,000 (five million pounds) in respect of any one incident unlimited in any 12 month period;

8.1.3 professional indemnity insurance for no less than £2,000,000 (two million pounds) in respect of any one incident unlimited in any 12 month period.

8.2 The Supplier shall promptly at HVMC's request provide HVMC with details of all relevant insurance policies and copies of any cover-notes relating to the insurances effected pursuant to this Agreement and will use all reasonable endeavours to procure that:

8.2.1 the interests of HVMC are duly noted on insurance policies;

8.2.2 subrogation rights are waived by the insurers; and

8.2.3 such insurance policies include non-avoidance of liability provisions to ensure that an act by the Supplier which negates the terms of an insurance policy will not prejudice the insurance cover benefit to HVMC.

8.3 If the Supplier shall fail to comply in any respect with the provisions of this Condition 8, HVMC shall be entitled (but not obliged) to arrange the insurance cover required by this Condition 8 which the Supplier shall pay for, and the Supplier hereby indemnifies HVMC fully and holds it fully indemnified against all costs, claims, demands and liabilities incurred by HVMC as a result.

9 LIMITATION OF LIABILITY

9.1 Neither party excludes or limits liability to the other party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law (e.g. breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 (as amended) or Section 2 of the Supply of Goods and Services Act 1982).

- 9.2 Subject to Condition 9.1 above, HVMC's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to a maximum of the total price payable in respect of any Goods and/or Services which have given rise to the claim or liability.
- 9.3 Subject to HVMC paying all undisputed invoices that have been properly issued for Services that have actually been delivered under the Contract, and to Condition 9.1, HVMC shall not be liable to the Supplier for any:
- 9.3.1 loss of profit, (whether direct or indirect); and/or
 - 9.3.2 loss of business; and/or
 - 9.3.3 loss of business opportunity; and/or
 - 9.3.4 depletion of good-will; and/or
 - 9.3.5 loss or corruption of data, or the costs and consequences of any data restoration; and/or
 - 9.3.6 costs of loans, borrowing and/or of temporary financing; and/or
 - 9.3.7 additional staffing costs; and/or
 - 9.3.8 costs, expenses or other claims for any type of special, indirect or consequential loss or compensation (including loss or damage suffered as a result of an action brought by a third party);
- whatsoever and howsoever caused which arises out of or in connection with these Conditions and/or the Contract, even if such loss was reasonably foreseeable or HVMC had been advised of the possibility of the Supplier incurring the same.

10 TERMINATION

- 10.1 HVMC shall be entitled at its sole discretion to terminate the Contract instantly upon written notice to the Supplier in the event that:
- 10.1.1 an order is made or a resolution is passed for the winding up of the Supplier or circumstances arise which entitle a Court of competent jurisdiction to make a winding-up order of the Supplier; or an order is made for the appointment of an administrator to manage the affairs, business and property of the Supplier or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Supplier or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - 10.1.2 a receiver is appointed of any of the Supplier's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Supplier or if any other person takes possession of or sells the other party's assets; or
 - 10.1.3 the Supplier makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - 10.1.4 the Supplier is, or is reasonably considered to be unable to pay its debts when they fall due as defined in Section 123 of the Insolvency Act 1986; or
 - 10.1.5 any distraint is levied against the other party or its property by any Supplier;
 - 10.1.6 the Supplier ceases, or threatens to cease, to carry on business;
 - 10.1.7 any action or occurrence analogous to the provisions of Conditions 10.1.1 to 10.1.6 occurs in respect of the Supplier in any jurisdiction;
 - 10.1.8 the termination rights in Condition 22.2 relating to Change of Control are exercised by HVMC; or
 - 10.1.9 the Supplier is in breach of these Conditions and such breach is not capable of remedy; or
 - 10.1.10 the Supplier is in breach of these Conditions and such breach is capable of remedy, but the breach has not been remedied within 7 (seven) days of issue of a written notice by HVMC to the Supplier specifying the breach and requiring remedy.

10.2 The provisions of Conditions 3.1, 3.2, 3.3, 3.6, 4. 5.6, 6.6, 6.7, 6.8, 7.5, 8, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 23, and 24 shall survive termination of the provision of any Goods and/or Services under an Order, and the termination of any relevant Contract, howsoever arising.

11. CONFIDENTIAL INFORMATION

11.1 Subject to Condition 11.7, the Supplier undertakes to, and to procure that its Employees shall:

11.1.1 keep secret and maintain confidential the Confidential Information; and

11.1.2 use Confidential Information only in connection with the provision of the Goods and/or Services and in particular not use any Confidential Information to obtain a commercial, trading or any other advantage; and

11.1.3 upon demand:-

- (a) procure the return to HVMC of all items and copies of all or any Confidential Information; and
- (b) expunge all Confidential Information from any computer, word processor or other similar device into which it was programmed; and
- (c) destroy all notes, analyses or memoranda containing or referring to Confidential Information; and
- (d) if so required, furnish to HVMC a certificate of a director of the Supplier confirming that to the best of his or her knowledge, information and belief, having made all proper enquiries, the provisions of this Condition 11.1 have been complied with.

11.2 To secure the confidentiality attaching to the Confidential Information, the Supplier shall:-

11.2.1 keep separate all Confidential Information and all information generated by the Supplier based on Confidential Information from all other documents and records of the Supplier;

11.2.2 not use, copy, photocopy, reproduce, transform or store any of the Confidential Information in an externally accessible computer or transmit it in any form or by any means whatsoever outside of its usual place of business;

11.2.3 at the request of HVMC made at any time, immediately deliver up to HVMC all documents and other material in the possession, custody or control of the Supplier (or of any Employee pursuant to Condition 11.2.4) that bear or incorporate any part or parts of the Confidential Information;

- 11.2.4 undertake to permit access to the Confidential Information only to those Employees who reasonably need access to such Confidential Information for the purpose of the provision of the Services, and on the conditions that such Employees shall have:
- (a) entered into legally binding confidentiality obligations to the Supplier on terms at least equivalent to the restrictions on the use of Confidential Information as set out in these Conditions; and
 - (b) been informed of HVMC's interest in the Confidential Information and the terms of these Conditions, and instructed to treat the Confidential Information as secret and confidential in accordance with the provisions of these Conditions.
- 11.3 The Supplier warrants to HVMC that it shall be responsible for the enforcement of the confidentiality obligations and that it shall procure that all Employees given access to Confidential Information under Condition 11.2.4 shall comply with the provisions of these Conditions.
- 11.4 Nothing contained in these Conditions shall prevent the Supplier from imparting Confidential Information which it or any company in its Group may be obliged to disclose or make available:
- 11.4.1 under any applicable rule of law or other governmental regulation of the United Kingdom or any other competent jurisdiction; or
 - 11.4.2 in connection with proceedings before a court of competent jurisdiction in relation to these Conditions or under any court order;
- provided that the Supplier shall promptly notify HVMC if any Confidential Information is required or requested to be disclosed and, so far as it is permitted by law, seek HVMC's approval regarding the manner of such disclosure and the content of any announcement or, at HVMC's expense, co-operate with any reasonable action which it may elect to take to challenge the validity of such requirement.
- 11.5 If any proceedings are commenced or action taken which could result in Confidential Information having to be disclosed, the Supplier shall immediately notify HVMC of such proceedings or action in writing and shall take all available steps to resist or avoid such proceedings or action (including all steps that HVMC may reasonably request) and keep HVMC fully and promptly informed of all matters and developments relating to such proceedings. If the Supplier is obliged to disclose Confidential Information to any third party, such disclosure will only be made to such third party and the Supplier will disclose only the minimum amount of information consistent with satisfying its obligation to such person. Prior to making any such disclosure, the Supplier will give written notice to HVMC of the information it proposes to disclose containing a copy of the proposed disclosure and confirmation that its legal advisers' opinion is that such disclosure is required and the Supplier will take into account any reasonable comments HVMC may have in relation to the contents of the proposed disclosure.

- 11.6 The duties of confidentiality set out in this Condition 11 shall survive termination of each respective Contract for the longer of a period either of ten years from the date of its termination, or any period over ten years from the date of its termination that is specified in the Order.
- 11.7 The parties agree that in respect of Confidential Information protected by any executed NDA, the provisions of this Condition 11 shall not apply, and shall not supersede, supplement nor replace the provisions of any executed NDA in respect of that Confidential Information, and that this Condition 11 shall only apply to any such Confidential Information to the extent that such Confidential Information is not already protected by any executed NDA in place between the parties.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 Unless otherwise agreed in writing in the Order, HVMC shall gain no Intellectual Property Rights in the Goods, which shall remain with their respective owner.
- 12.2 Unless otherwise agreed in writing in the Order, the Intellectual Property Rights in any Outputs arising from the performance of the Services shall vest in HVMC absolutely, but for the avoidance of doubt, any designs or works created by the Supplier and/or the Employees which are created outside of the performance of the Services, or which are owned by the Supplier or its licensors prior to the date of the applicable Contract, will remain the property of the Supplier or of its licensors (as applicable).
- 12.3 Ownership of all Intellectual Property Rights in the Specification (where the Specification is given to the Supplier by HVMC) shall remain at all times with HVMC (or with HVMC's licensors as applicable), and where the Specification in any Goods has been created by the Supplier for HVMC as an Output of any Services, ownership of that Specification shall vest in and remain at all times with HVMC. The Supplier shall hold such Specification as HVMC's Confidential Information and shall not be permitted to make any further use of it outside of the Contract (either on its own behalf or on behalf of any other person) nor to disclose it to any third party.
- 12.4 The Supplier shall promptly disclose and shall procure that the Employees promptly disclose to HVMC's Representative full details of all Outputs created in the course of the provision of the Services in the format made available to the Supplier from time to time by HVMC.
- 12.5 The Supplier hereby assigns and shall procure that each of the Employees assigns to HVMC (including, to the extent necessary and permissible, by way of future assignment) the copyright and other Intellectual Property Rights in the Outputs which are created by the Supplier and/or the Employees in the performance of the Services or which relate to the Project.
- 12.6 The Supplier shall, and shall procure that the Employees shall:
- 12.6.1 keep all Outputs confidential;

- 12.6.2 whenever requested to do so by HVMC and in any event on the termination of the applicable Contract, promptly to deliver to HVMC all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Outputs and the process of their creation which are in its possession, custody or power;
 - 12.6.3 not register nor attempt to register any of the Intellectual Property Rights in the Outputs, unless instructed in writing to do so by HVMC; and
 - 12.6.4 promptly upon demand by HVMC to execute all such documents and do all acts as HVMC believes are reasonably necessary to confirm that absolute title in all Intellectual Property Rights in the Outputs vests in HVMC.
- 12.7 The Supplier warrants to HVMC that:
- 12.7.1 it has not given and will not give permission to any third party to use any of the Outputs, nor any of the Intellectual Property Rights in the Outputs;
 - 12.7.2 it is unaware of any use by any third party of any of the Outputs or Intellectual Property Rights in the Outputs; and
 - 12.7.3 the use of the Outputs or the Intellectual Property Rights in the Outputs by HVMC will not infringe the rights of any third party.
- 12.8 The Supplier shall procure that each of the Employees waives any moral rights in the Outputs to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Outputs or other materials, infringes the Supplier's moral rights.
- 12.9 The Supplier acknowledges that no further remuneration or compensation other than that provided for in these Conditions is or may become due to the Supplier in respect of the performance of its obligations under this Condition 12.
- 12.10 In the event that the Supplier is subject to a claim from any Employees under Section 40 of the Patents Act 1977 (or under any similar statutory provision which may replace or supplement Section 40 of the Patents Act 1977 in the future), the Supplier acknowledges and agrees that it is the applicable employer of the Employees, and agrees that it shall not join HVMC as a party to any such claim, nor purport to pass responsibility to HVMC for any sums that may be payable to such Employees, nor seek to recover any such sums from HVMC.
- 12.11 In the event that any claim or attack is brought or threatened by any third party against the Supplier and/or any Employees in relation to any Intellectual Property Rights in or connected with the Outputs, the Supplier shall immediately notify HVMC with full details, and the Supplier shall liaise with HVMC in the conduct of

its defence (at the Supplier's own cost) and shall not take any steps which in HVMC's opinion would prejudice HVMC's position in relation to its ownership of the Intellectual Property Rights in the Outputs.

13. NON-SOLICITATION

- 13.1 The Supplier covenants with HVMC that the Supplier shall not, and shall procure that the Personnel shall not at any time for a period of 6 months after the end of the Contract directly or indirectly:
- 13.1.1 solicit or entice away or seek to entice away or employ or procure to be employed any person who is or has been an employee of HVMC throughout the duration of the Contract;
 - 13.1.2 employ or procure to be employed any former employees of HVMC who have been employed by HVMC in the 12 months prior to the termination date of the Contract and who have had direct dealings with clients of HVMC;
 - 13.1.3 solicit or entice away or seek to entice away from doing business with HVMC any person, firm, company or organisation who throughout the duration of the Contract was a client of HVMC.
- 13.2 The parties in all respects consider the restrictions contained in this Condition 13 reasonable.
- 13.3 Without prejudice to Condition 19, the provisions of Conditions 13.1.1, 13.1.2 or 13.1.3 are separate and severable and shall be construed and be capable of enforcement accordingly.

14. NOTICES

- 14.1 Any notice or other communication given or made under these Conditions shall be in writing and may be sent by email, save in respect of a notice of termination which shall be served under the provisions of Condition 14.2 below. Without affecting the validity of the original notice or communication sent by email, the party who sends such email may, in addition and at its sole discretion, send a paper copy of such communication to the recipient under Condition 14.2.
- 14.2 Any such notice or other communication shall be sent to the address for service set out in the Order, or where the Order is silent on such matters, to the relevant parties' registered office and, if so addressed, shall be deemed to have been duly given or made as follows:-
- 14.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;
 - 14.2.2 if sent by first class post, two working days after the date of posting.
- 14.3 If any notice or other communication would otherwise be deemed to be given or made after 5:00 pm on any working day, such notice or other communication shall be deemed to be given or made at 9:00 am on the next following working day.

15. CONTRACT FORMATION AND ENTIRE AGREEMENT

- 15.1 Without prejudice to Condition 2, and subject to Condition 11.7 and any to prior undertaking, representation, warranty, promise, or assurance made to HVMC about the Goods and/or the Services and/or the Outputs by the Supplier, the Contract constitutes the entire and only agreement and understanding between the parties in connection with the provision of the relevant Goods and/or Services under that Contract.
- 15.2 The Supplier acknowledges that it has not entered into the Contract in reliance on any undertaking, representation, warranty, promise, assurance or arrangement of any nature from HVMC which is not expressly set out herein.
- 15.3 Nothing in this Condition 15 shall limit or exclude either party's liability for fraud or for fraudulent misrepresentation.

16. FORCE MAJEURE

- 16.1 Neither party shall be liable for any delay in performing or failure to perform any of its obligations under these Conditions if such delay or failure results from events or circumstances outside its reasonable control and which it could not have taken reasonable steps to avoid or to mitigate. 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. For the avoidance of doubt, failures by the Supplier's own suppliers or sub-contractors, and strikes by the Supplier's employees shall not be events or circumstances outside of the Supplier's reasonable control for the purposes of this Condition 16.

17. SUCCESSORS AND ASSIGNS / SUB-CONTRACTING

- 17.1 The Contract shall be binding upon, and enure for the benefit of, the parties' successors in title.
- 17.2 The Supplier shall not assign or novate all or any part of the benefit of, or its rights or benefits under, the Contract incorporating these Conditions without the prior written consent of HVMC. Any rights which are the subject of a purported assignment in breach of this clause shall be unenforceable unless and until the breach is rectified.
- 17.3 The Supplier shall not sub-contract any of its obligations under the Contract incorporating these Conditions without the prior written consent of HVMC (at HVMC's sole discretion), and in such circumstances where HVMC's consent under this Condition 17.3 is granted, the Supplier agrees that it shall be fully liable to HVMC for all acts and / or omissions of the permitted sub-contractor as if such acts and / or omissions were the Supplier's own.

18. VAT

- 18.1 All payments to be made pursuant to these Conditions shall (save where otherwise specifically stated) be exclusive of Value Added Tax (if applicable).

Any Value Added Tax chargeable in respect of the matters giving rise to such payments shall be added to the amount of, and paid in addition to, them.

19. SEVERABILITY

- 19.1 If any wording in any provision of the Contract and/or of these Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such wording shall be deemed removed from the relevant provision, and the invalidity or unenforceability of such wording shall not affect the remainder of that provision, nor the remainder of the relevant Contract and/or of these Conditions, and the remaining wording of such provision and all other provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

20. WAIVERS AND RELEASES

- 20.1 The rights, powers and remedies conferred on the parties in these Conditions are cumulative and are additional to, and not exclusive of, any rights, powers and remedies provided by law or otherwise available it.
- 20.2 No delay or omission on the part of any party to these Conditions in exercising any right, power or remedy provided by law or under these Conditions shall impair such right, power or remedy or operate as waiver thereof.
- 20.3 The single or partial exercise of any right, power or remedy provided by law or under these Conditions shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 20.4 Except as specifically provided in these Conditions, no waiver of any provision of these Conditions shall in any event be effective unless the same shall be in writing, and then such waiver shall be effective only in the specific instance, for the purpose for which the same is given, and such waiver shall not operate as a waiver of any future application of such provision.

21. SET-OFF

- 21.1 Any sums credited by or due from HVMC to the Supplier may, at any time and from time to time without notice, be applied to and/or set off against any liabilities or obligations of the Supplier to HVMC, whether absolute or contingent, due or to become due, direct or indirect, whether under the Contract or otherwise.

22. CHANGE OF CONTROL

- 22.1 If at any time whilst the Contract is in force there is a Change of Control of the Supplier, the Supplier shall notify HVMC within 14 days of the Change of Control having occurred.
- 22.2 Where HVMC believes in its sole discretion that the continuation of the Contract would, as a result of the Change of Control, adversely affect HVMC's commercial interest, HVMC shall have the right to terminate the Contract forthwith by giving notice to the Supplier, such notice to be served during a period of ninety (90) calendar days from the date on which the notification from the Supplier of the Change of Control is served (for the avoidance of doubt, whether served within

the correct period, or served late). After such time HVMC's rights to terminate due to a Change of Control under this Condition 22 shall lapse.

- 22.3 For the avoidance of doubt, failure to notify a Change of Control under Condition 22.1 shall be deemed to be a breach which is not capable of remedy of any applicable Contract for the purposes of Condition 10.1.9.

23. THIRD PARTY RIGHTS

- 23.1 A person who is not a party to the Contract incorporating these Conditions has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of that Contract but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

24. GOVERNING LAW AND JURISDICTION

- 24.1 These Conditions and the Contract incorporating them shall be governed by and construed in accordance with the law of England.
- 24.2 In the event of a dispute between the parties, HVMC shall (at its sole discretion) decide whether to have the matter finally resolved under Conditions 24.3 and 24.4. In all other circumstances the parties submit to the exclusive jurisdiction of the English courts.
- 24.3 All disputes arising out of or in connection with these Conditions (or the Contract made pursuant to these Conditions), which are referred to arbitration under Condition 24.2, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
- 24.4 It is agreed that in relation to any dispute referred to arbitration under Condition 24.2:
- 24.4.1 the tribunal shall include at least one arbitrator who is an expert in the purchasing and use of the Goods and/or Services that are in dispute; and
- 24.4.2 the place of arbitration shall be Birmingham, England; and
- 24.4.3 the language of arbitration shall be English; and
- 24.4.4 each party shall bear the costs of arbitration as directed by the arbitrators.

5. BINDING OFFER

Tender For: Impact Evaluation Framework

Tender number: HVMC IEF1

Company Name (Lead company if joint bid)	
Registered office address	
Postcode	
Company number and VAT number	
Name of main contact	
Address (if different from above)	
Postcode	
Telephone number	
Email	
Total Bid Price (including expenses but excluding VAT)	£
and/or Hourly Rate (if applicable)	
Where did you read about this Tender?	HVMC Website : <input type="checkbox"/> Mytenders.org : <input type="checkbox"/> Other:

1. Declaration of non-criminality and of non-automatic disqualification under the Public Contracts Regulations 2006 (SI 2006 No.5) Regulation 23(1)

We have checked the requirements of the Public Contracts Regulations 2006 (SI 2006 No. 5) Regulation 23(1) ("the Regulation") as amended and updated from time to time, and hereby declare and certify that the Company named in this BINDING OFFER (and/or its directors, and/or any other person who has powers of representation, decision or control of such Company) has not been convicted in any jurisdiction of the European Union of any of the offences listed in the Regulation (including but not limited to offences of conspiracy, corruption, bribery, fraud, theft, destruction of evidence, money laundering, tax offences, professional offences, or any offence listed in the Regulation), and hereby agree that if this declaration is false in any way that we hereby indemnify HVMC in full and hold HVMC indemnified in full against all costs claims expenses and losses that HVMC may incur or suffer as a result of such false declaration, including but not limited to: legal costs, costs of defending and/or settling any claim, costs of re-tendering, financial penalties.

2. 2. Declarations regarding discretionary disqualifications under the Public Contracts Regulations 2006 (SI 2006 No.5) Regulation 23(4)

Do any of the following circumstances as set out in the Public Contracts Regulations 2006 (SI 2006 No. 5) Regulation 23(4) apply to the Company named in this BINDING OFFER (and/or its directors, and/or any other person who has powers of representation, decision or control of such Company)?

Please circle as applicable:

- (a) being an individual is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state; **Yes / No / NA**
- (b) being a partnership constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; **Yes / No / NA**
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state; **Yes / No / NA**
- (d) has been convicted of a criminal offence relating to the conduct of his business or profession; **Yes / No / NA**

- (e) has committed an act of grave misconduct in the course of his business or profession; **Yes / No**
- (f) has not fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established; **Yes / No**
- (g) has not fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established; **Yes / No**
- (h) is guilty of serious misrepresentation in providing any information required of him under this regulation; **Yes / No**
- (i) in relation to procedures for the award of a public services contract, is not licensed in the relevant State in which he is established or is not a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member. **Yes / No**

If any answer to 2 (a) to (i) is YES please give full details in the Tender Response including of any court actions and/or industrial tribunal hearings.

3. Declaration of Binding Offer

We have read the documents a), b), c), d), e), f) and g) listed below which we have examined, understand and accept and we offer to supply the goods and/or services specified on the basis set out Paragraph 4 below, at the rates or prices quoted, and we hereby agree that our tender is a legally binding offer, which upon acceptance in writing by HVMC shall form a legally binding contract between us and HVMC on the basis set out in Paragraph 4 "Agreed Contract" below.

4. Agreed Contract

We agree that this tender and the contract which will result from it, if we are successful, shall be made up of the provisions in the documents listed below:

- a) Invitation to Tender
- b) Instructions to Tenderers
- c) Tender Specification
- d) Binding Offer
- e) Response to Tender (excluding any contractual terms of supply that we submit in or with it, but including any other clarifications to the Response to Tender provided by us at HVMC's specific request which are marked by HVMC as being incorporated into the contract)
- f) The CONTRACTUAL TERMS above
- g) HVMC Purchase Order

all of which shall apply to the successful tender to the exclusion of any other contractual terms and conditions, including but not limited to any terms and conditions which we purport to apply to our supply of goods and/or services whether in the Response to Tender, or more generally, or otherwise in any way. We agree that any other terms or conditions of contract or any general reservations which we submit or which emanate from us in connection with this tender or with any contract resulting from this tender shall not be applicable to the contract.

Where a model contract is set out in the CONTRACTUAL TERMS we agree that if we are successful with this tender, we shall promptly after the final award of the contract execute such model contract without requesting amendment, and agree that until such model contract is prepared and executed, this tender if accepted by HVMC shall constitute a binding contract as set out above.

5. Law

We agree that any contract that may result from this tender shall be subject to the law of England.

6. Confidentiality / No Collusion

We declare that we have abided by the Confidentiality of Tenders / No Collusion requirements set out in the Instructions to Tenderers.

7. Offer Validity

All of this Binding Offer (including but not limited to the prices quoted) is valid for acceptance and cannot be withdrawn by us for 90 days from the tender return date.

Signed:Date:

Print Name:

Position:

Duly authorised to sign tenders for and on behalf of:
(full legal name of the Tenderer in BLOCK CAPITALS)

.....

Postal Address.

.....

.....

Telephone No
.....