

ANNEX F

Grant Agreement Terms and Conditions

Space for Smarter Government Programme (SSGP)

Open Call Competition

Date 19/12/2017

THIS AGREEMENT is dated:

[DATE/2017]

PARTIES

- (1) **UK Space Agency**, an Executive Agency of the Department for Business, Energy and Industrial Strategy (**BEIS**) of Polaris House, North Star Avenue, Swindon SN2 1ET (the **Grant Funder**); AND
- (2) **Company Name**, [DETAILS OF LEGAL STRUCTURE] whose principal address is at [ADDRESS] (the **Grant Recipient**).

BACKGROUND

- (A) The Grant Funder is seeking growth opportunities through the development of space applications. In order to achieve this ambition the Grant Funder wishes to contribute toward the funding requirement for the development of [name of project] (the **Project**) as set out in Schedule 1 (Application Form) of this agreement. By this agreement the Grant Funder agrees to provide Funding to the Grant Recipient in accordance with Schedule 2 (Payment Plan), the conditions of funding and upon successful completion of the agreed deliverables.
- (B) These terms and conditions are intended to set out the responsibilities of the parties and ensure the Funds are managed appropriately and used properly and for the purposes for which they are intended.

TERMS AND CONDITIONS

1. Interpretation:

1.1. In these conditions "the Agreement" shall mean the Agreement concluded between UK Space Agency and the Supplier, including all specifications, plans, drawings and other relevant documents.

1.2. The following provisions shall have the effect with respect to the interpretation of the Agreement except where the context otherwise requires:

(a) "the Work" means the programme of work outlined in the Statement of Work at Schedule 1.

(b) "a Capital item" means land, buildings or structures, machinery, plant or other fixed assets having a life of more than three years with a value exceeding £3,000, vehicles and items costing more than £3,000 bought or fabricated for the purposes of the Agreement;

(c) "Completion Date" means INSERT PROJECT END DATE;

COMMERCIAL IN CONFIDENCE

Annex F

Page 2 of 14

Application Ref Number:

Project Title:

(d) "Intellectual Property Rights" means all rights in inventions, discoveries, know-how and processes; all copyright, database rights, design rights (registered or unregistered) trademarks, service marks, trade names, trade secrets, formulas, collections of data, confidential information, patents (including any re-issues, extensions, substitutions, continuation in part applications and supplementary protection certificate and all other rights of a like nature), all rights in techniques and software (including source and object code), and any application for any of the foregoing and similar proprietary rights anywhere in the world."

(e) "Background Intellectual Property" shall mean any Intellectual Property excluding Arising Intellectual Property owned or controlled by any Party prior to commencement of or independently from the Work, and which the owning Party contributes or uses in the course of performing the Work

(f) "Arising Intellectual Property" shall mean any Intellectual Property Rights in all material produced under this Agreement, including but not limited to maps, plans, photographs, drawings, tapes, statistical data, published and unpublished results and reports, computer programmes, patents, knowhow and trademarks;

(g) "the Supplier" means the person or firm or company or consortia who by the Agreement undertakes to perform the Works under the Agreement.

(h) references to any enactment, order, regulation, or other similar instrument; shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument;

(i) "Confidential Information" means information, the disclosure of which would constitute an actionable breach of confidence, which has either been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including commercially sensitive information, information which relates to the business, affairs, properties, assets, trading practices, Goods/Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 (see paragraph 20);

(j) "Environmental Information Regulations" means the Environmental Information Regulations 2004;

(k) "FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

(l) "Information" has the meaning given under section 84 of the Freedom of Information Act 2000;

(m) "Requests for Information" shall have the meaning set out in FOIA or any apparent request for information under the FOIA, the Environmental Information Regulations or the Code of Practice on Access to Government Information (2nd Edition).

1.3. The headings to these conditions shall not affect the interpretation thereof.

1.4. Any decision, act or deed which UK Space Agency is required or authorised to take or do under the Agreement may be taken or done by any person authorised by UK Space Agency to take or do that decision, act or thing.

1.5. Any notice given under or pursuant to the Agreement may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the Agreement, or to such other address as the party may by notice to the other have substituted thereof, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

1.6. All communications between the parties shall be in the English language.

2. Purpose of funding:



COMMERCIAL IN CONFIDENCE

Annex F

Page 3 of 14

Application Ref Number:

Project Title:

2.1. The purpose of the grant is to further the goals of the UK Space Agency's Space for Smarter Government Programme.

2.2. Grant payments may not be used to contribute to any ongoing operational costs of the service.

2.3. The UK Space Agency has no responsibility for providing any further funding (whether any further contribution to capital costs, should they prove to be greater than currently forecast, or any contribution to operational costs).

2.4. UK Space Agency has agreed to fund up to **[INSERT AWARDED AMOUNT]** and no more as set out in Schedule 2. UK Space Agency will not be liable for any future year costs which may arise in the duration of the agreed programme.

3. Preliminary conditions:

3.1. Submission of a full proposal implies acceptance of the terms and conditions set out and, where appropriate, the waiver of the applicant's own general or specific terms and conditions.

3.2. Once the UK Space Agency has received the expression of interest, it shall become the property of the Agency.

3.3. The UK Space Agency shall not reimburse expenses incurred in preparing and submitting expressions of interest but may cover within the grant travel costs towards the final review meeting.

4. Suppliers duties:

4.1. The Supplier must carry out the Work expeditiously and competently, and in accordance with timescales as specified in the Statement of Work. Timings of grant claims must be submitted to ensure sufficient time to process all expenditure defrayed by 31st March 2018 and 31st March 2019. The Supplier must provide all necessary accommodation, equipment, staff and services for the execution and completion of the work. The appointment of any new staff on the Work must be referred to UK Space Agency.

4.2. The Supplier must ensure proper financial management of the Work and accountability for the use of public funds.

4.3. The Supplier is responsible in ensuring that the program of work is organised and conducted with best practice.

4.4. The Supplier is responsible for ensuring that ethical issues relating to the Work are identified and brought to the attention of the project lead and the relevant approved or regulatory body.

4.5. The Supplier has overall responsibility for the strategic management of the Project. On completion of the project, the Supplier will complete any activities identified in Schedule 1 and Schedule 3.

4.6. Following the acceptance of the offer letter, the Supplier must confirm the appointment of a Project Lead. The Project Lead will be the main point of contact for the UK Space Agency.

4.7. Projects will need to complete a project accruals declaration for work which has been undertaken, but has not been invoiced by 31st March 2018 and 31st March 2019, to assist the Agency staff complete its end of year accounts

5. Liaison and Supervision:

5.1. UK Space Agency retains the right to monitor the Work during the period of the Agreement and to require such further information as it sees fit. In addition UK Space Agency will have the right to call extraordinary meetings of representatives of the Supplier and of its representatives and advisors for the purpose of monitoring the progress of the Work. UK Space Agency shall also be permitted by the Supplier to visit the premises where the Work is being

COMMERCIAL IN CONFIDENCE

Annex F

Page 4 of 14

Application Ref Number:

Project Title:

undertaken to inspect progress. A minimum of five working days' notice or fewer by mutual agreement, for such requests shall be given.

6. Reports:

6.1. The Supplier shall provide:

(a) Monthly Project Reports outlined in Schedule 3 to report on the progress against the statement of work outlined in Schedule 1. These should include financial expenditure and a summary of staff effort expended.

(b) An End Report outlined in Schedule 3. This report must be completed on the corresponding template and is to be submitted to the SSGP within 14 working days of project completion as set out in Schedule 1.

(c) Financial reports must be certified by the Supplier's Financial Director or equivalent as true and accurate. The financial report due at the end of the Work as required under condition 6.1.3 to show expenditure for the period of the Agreement must be certified as being a true and accurate statement of expenditure and confirm that such expenditure has been used entirely in support of the Work. UK Space Agency reserves the right to request suitable financial reports during the course of the Work.

(d) UK Space Agency reserves the right to have reasonable access to inspect the records and financial procedures associated with the award or to appoint any other body or individual for the purpose of such an inspection.

(e) The UK Space Agency reserves the right to request information associated to the work of the project, outlined in Schedule 1, to enable benefit evaluation of its programmes. This requirement is outlined in Schedule 3.

6.2. If the final report due at the end of the Agreement has not been received, the final payment shall be withheld and only released at the discretion of UK Space Agency when the reports are received in the appropriate form and properly certified. The Supplier should notify the UK Space Agency if they are aware of any likely problems with meeting this requirement and agree a revised target date for submission.

6.3. UK Space Agency is under no obligation to make the final payment until the Work has been completed in accordance with Schedule 2 and all reports have been submitted and accepted. Such acceptance shall not be unreasonably withheld.

6.4. The Supplier will keep proper records (including records of staff time devoted to the Work) and books of account recording its expenditure on the Work and will make such records and books of account available for inspection by UK Space Agency or its duly authorised agent or representative during normal business hours and on receipt of reasonable notice. The UK Space Agency or its agents or representative will be entitled to take copies of or extracts from the records of account.

6.5. All reports will be referred to the UK Space Agency. The UK Space Agency will also be consulted if there are any concerns over the direction of the programme or if problems are highlighted in the report which may lead to the Work not being completed within the given timescale.

7. Misconduct and Conflicts of Interest

7.1. The Supplier must ensure that there are reliable systems and processes in place for the prevention of research misconduct e.g. plagiarism, falsification of data, together with well-defined and clearly-publicised arrangements for investigating and resolving allegations of misconduct. Where an allegation of misconduct arises in respect of a Supplier's staff supported by the space to non-space technology funding, UK Space Agency must be informed immediately and notified of the outcome of any investigation.

7.2. The supplier must ensure that any potential conflicts of interest are declared and subsequently managed.

8. Intellectual Property and Exploitation:

COMMERCIAL IN CONFIDENCE

Annex F

Page 5 of 14

Application Ref Number:

Project Title:

8.1. Background Intellectual Property used in connection with the Work shall remain the property of the Party introducing the same.

8.2. Ownership of all Arising Intellectual Property from the Work will be retained by the project suppliers, with certain rights of use retained by the contracting authority.

8.3. The Supplier will make all reasonable enquiries concerning copyright, design, patent and other intellectual property rights and will ensure that to the best of its knowledge there are no such rights required in connection with the carrying out of the Project or the exploitation of the Project's results except those which are owned by or are available to the Supplier at the start of the Agreement and will continue to be so available at all times after the commencement of the Agreement.

8.4. If the Supplier is, or becomes, aware of any third party patent or patent application relevant to the exploitation of the results of the Work then the Supplier will immediately inform the UK Space Agency.

8.5. During the period of the Agreement the Supplier will inform UK Space Agency of any results which are capable of exploitation, whether patentable or not, by identifying them in the midterm and final reports. For a period of five years after the end of the Agreement the Supplier will provide details of any further exploitation of or plans to exploit the results of the Work.

9. Publicity:

9.1. The Supplier will promote the dissemination of the results of the Work by publishing the results in appropriate forum and at suitable conferences and symposia. The Supplier will acknowledge the support of the UK Space Agency and SSGP for the Work in all publications where such support has accounted for at least 20% of the total funding.

9.2. The supplier will provide summary material for UK Space Agency and SSGP to use as set out in Schedule 3.

10. Equipment (or other Capital items):

10.1. Equipment, or other Capital items, purchased under this Agreement shall become the property of the Supplier (unless stated to the contrary). Any such item shall be maintained, sited and operated in accordance with the manufacturer's instructions, safely protected and insured by the Supplier and shall not be used by him for any other purpose than the Work under this Agreement without the prior agreement of UK Space Agency.

10.2. UK Space Agency must be informed if, during the life of the Agreement the need for the equipment diminishes substantially or it is not used for the purpose for which it was funded. UK Space Agency reserves the right to determine the disposal of such equipment and to claim the proceeds of any sale.

10.3. Any proposal to transfer ownership of the equipment during the period of the Agreement is subject to prior approval by UK Space Agency. After the Project has ended, the Supplier is free to use the equipment without reference to UK Space Agency but it is nevertheless expected to maintain it as long as is practicable.

11. Changes affecting the Agreement:

11.1. While the UK Space Agency recognises the technical and financial risks inherent in the work, there may be occasions when the UK Space Agency considers that the funding for the work should cease or that payments already made should be reclaimed. The UK Space Agency will be under no obligation to make further payments, and any payments already made may become repayable, in whole or in part, at its discretion, if:

(a) it considers that the future of the Work is in jeopardy;

(b) in its opinion progress towards completion of the Work is unsatisfactory or if the Work is not completed by the end of 31 March 2019 or, in the opinion of UK Space Agency there is no longer any reasonable prospect of the Work being completed by the end of the Term or any later date which UK Space Agency has previously agreed to in writing;

COMMERCIAL IN CONFIDENCE

Annex F

Page 6 of 14

Application Ref Number:

Project Title:

- (c) any change in the nature or scale of the Work which in its opinion is substantial and to which it has not given its prior written agreement;
- (d) in its opinion the steps taken by the Supplier for the exploitation of the results of the Project are inadequate;
- (e) the Supplier does not comply with or observe any condition of this Agreement.

If in the opinion of UK Space Agency the agreed programme of Work is in jeopardy all parties involved in the project will be fully consulted prior to any action being taken.

11.2. The maximum amount of grant has been agreed on the basis of the information which was submitted to in the bid for funding dated [date of final bid]. Should the actual capital costs prove to be lower than anticipated, then the total amount of grant will be reduced accordingly. The UK Space Agency also reserves the right to reduce that amount if the information set out in the bid proves to be inaccurate, misleading or is superseded by events.

11.3. The Supplier will inform UK Space Agency promptly in writing of any cessation of the Work and of any event or circumstances likely to significantly affect completion of the Work. The Supplier will also inform UK Space Agency promptly in writing if any of the events referred to in Clauses 12 and 13 takes place.

11.4. If it appears to the Supplier that the Work is unlikely to be completed by the completion date, or that the amount of any category of expenditure specified in the Budget is likely to be exceeded the Supplier shall immediately notify UK Space Agency of that fact, with the reasons for delay or variation in expenditure. UK Space Agency, if satisfied that the Work is not likely to be completed by the Completion Date or within a category of expenditure may, at its absolute discretion:

- (a) vary the Work or any part thereof so that the Work shall be completed without exceeding the Agreement budget;
- (b) Extend the Completion Date by up to 3 months. Extensions may cover breaks or delays in the appointment of staff funded by this Agreement, or other exceptional circumstances with the prior agreement of the UK Space Agency;
- (c) Terminate the Agreement by giving 3 months' notice should it be deemed programmatically or strategically advisable to do so. The UK Space Agency reserves the right to cancel or reduce the award in the event of the Work being cancelled or descoped.

12. Force Majeure:

12.1. Neither party to this Agreement shall be liable for any failure to perform any one of its obligations arising under this Agreement if and to the extent only that such failure is wholly and directly caused by an event of force majeure.

12.2. For the purposes of this Agreement, the phrase "an event of force majeure" shall mean any event: 1) the occurrence of which, by the exercise of reasonable diligence, the affected party is unable to prevent or could not have contemplated; 2) the continuation of which, by the exercise of reasonable diligence, is beyond the control of the affected party; and 3) the consequences of which, in relation to the performance of obligations arising under the Agreement and by the exercise of reasonable diligence, the affected party is unable to prevent.

13. Bankruptcy:

13.1. UK Space Agency may at any time, by notice in writing, summarily determine the Agreement without compensation to the Supplier in any of the following events:

- (a) If the Supplier, being an individual, or where the Supplier is a firm, any partner in that firm, shall at any time become bankrupt, or shall have a receiving order or administration order made against him, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for

COMMERCIAL IN CONFIDENCE

Annex F

Page 7 of 14

Application Ref Number:

Project Title:

the benefit of his creditors, or shall purport to do so, or if in Scotland he shall become insolvent or not our bankrupt, or any application shall be made under the Bankruptcy act for the time being in force for sequestration of this estate, or a trust deed shall be granted from the benefit of his creditors; or

(b) If the Supplier is a Company, passes a resolution, or the Court shall make an order, that the Supplier shall be wound up, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or a manager or which entitle the Court to make a winding-up order.

Provided always that such determination shall not prejudice or affect any right or action or remedy that shall have accrued or shall accrue thereafter to the Agency.

14. Duration and Termination:

14.1. The Work will be deemed to have commenced on [kick off date] and shall terminate on [completion date].

14.2. For reasons, other than those stated herein, both parties have the right to terminate this Agreement before the agreed Completion Date giving a minimum of six weeks written notice. UK Space Agency shall not be held liable for any redundancy payments and/or unfair dismissal compensation but shall pay all other attributable costs properly incurred upon the Work up to the date of termination. The Supplier shall be responsible for the payment of costs reasonably and unavoidably incurred by the UK Space Agency caused by their determination.

14.3. UK Space Agency will also pay all costs arising after the termination date as a result of commitments properly incurred or entered into before the date that the notice of termination was received. The Supplier shall not be entitled to any other payment by way of compensation.

15. Limit of liabilities and indemnities:

15.1. The UK Space Agency accepts no liability for expenditure or any other liabilities incurred by the Supplier other than those specifically identified by UK Space Agency in writing. In particular, but without limitation, the UK Space Agency will have no liability as an employer of any person working on the Work and will in no circumstances indemnify the Supplier against claims arising from its liability as an employer.

15.2. The Supplier will indemnify and keep indemnified on a full and unqualified basis the UK Space Agency against any and all actions, claims, demands, costs, charges and/or expenses arising out of any loss or damage or injury to any person or to any property incurred by reason of:

(a) any infringement or alleged infringement by the Supplier of any third party intellectual property rights in relation to the work;

(b) any negligence, breach of Agreement, breach of statutory duty or other wrongful act or omission on the part of the Supplier.

15.3. UK Space Agency will not accept responsibility for any expenditure arising from injury or death to any person or damage to any property or claims by third parties arising as a result of the Work carried out under the Agreement, except where such injury, death or claims are the result in whole or in part of the negligence of the UK Space Agency, its employees or agents.

16. Insurance of Property:

16.1. The Supplier shall insure property acquired under this Agreement to the same extent that it customarily insures its own property and shall observe in its use such reasonable precautions as are normal in the use of property belonging to the Supplier. If the property is not insured the Supplier shall indemnify the Agency against loss or damage to the property.

17. Corrupt Gifts and Payments:

COMMERCIAL IN CONFIDENCE

Annex F

Page 8 of 14

Application Ref Number:

Project Title:

17.1. The Supplier will not offer or give or agree to give to any employee or agent of the UK Space Agency any gift or consideration of any kind as an inducement or reward for providing funding for the Work or for doing any act in relation to the Work or this Agreement.

17.2. If the Supplier or any of its employees or agents breaches this condition or commits any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010 in relation to this Agreement or any other Agreement for any Crown body, the UK Space Agency may terminate further payments under this Agreement immediately and recover from the Supplier all sums already paid under it.

18. Quality

18.1. In the absence of a specification or sample, any products used within the Agreement will be new and of good construction, sound materially, of adequate strength and free of defects in design materials and workmanship, and will be designed and manufactured so as to be safe and without risk to health when properly used.

18.2. The products used within the Agreement where appropriate must comply with all European Union Directives applicable within the term of the Agreement (in which case all products must be clearly endorsed as fully compliant aforesaid by the application of the CE mark in a position on the products which meets the requirements of the Directive).

18.3. If the products comply with any British Standards Institution, European Union, International Standards Organisation or other standard the company must, on request of the UK Space Agency, provide a copy of the standard free of charge.

18.4. The company will at the request of the UK Space Agency, if applicable, provide the UK Space Agency with any copies of any relevant testing or compliance certificates for the products.

19. Payment:

19.1. Within the limits of this award the Supplier shall submit an invoice following receipt of satisfactory deliverables and/or monthly or final reports to UK Space Agency Project Manager. Invoices should be linked to the agreed payment profile in Schedule 2 and be accompanied by such documentation as outlined in Clause 6.

19.2. Claims for payment should be submitted by the Supplier to SSGP via email as follows:

"I certify that the amounts claimed will be expended on and are required for the sole purpose of the work programme and in accordance with the conditions of Agreement".

19.3. Subject to UK Space Agency being satisfied that the amounts claimed are proper, fair and reasonable, payment shall then be made within 30 days of receipt of a valid invoice (See Schedule 2).

20. Sub-Contracting:

20.1. The Supplier shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Agreement or any part thereof or the benefit or advantage of the Agreement or any part thereof without the prior written consent of the Agency, other than those collaborators identified in the funding proposal.

21. Law:

21.1. The Agreement shall be considered as an Agreement made in England and subject to English Law.

22. Freedom of Information Act/Confidentiality

22.1. Each Party:-

(a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

COMMERCIAL IN CONFIDENCE

Annex F

Page 9 of 14

Application Ref Number:

Project Title:

(b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement or required pursuant to an order from a court or other body of competent jurisdiction.

22.2. The Supplier shall take all necessary precautions to ensure that all Confidential Information obtained from the UK Space Agency under or in connection with the Agreement:-

(a) is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;

(b) is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or consultants' otherwise than for the purposes of the Agreement.

22.3. Where it is considered necessary in the opinion of the UK Space Agency, the Supplier shall ensure that Staff or such professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with the Agreement.

22.4. The Supplier shall not use any Confidential Information received by it otherwise than for the purposes of the Agreement.

22.5. The provisions of Clauses 22.5 to 22.8 shall not apply to any Confidential Information received by one Party from the other:-

(a) which is or becomes public knowledge (otherwise than by breach of this Condition);

(b) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

(c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

(d) is independently developed without access to the Confidential Information; or

(e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations.

22.6. Nothing in this Condition shall prevent the UK Space Agency:-

(a) disclosing any Confidential Information for the purpose of:-

(i) the examination and certification of the UK Space Agency's accounts; or

(ii) any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the UK Space Agency has used its resources; or

(b) disclosing any Confidential Information obtained from the Supplier:-

(i) to any other department, office or agency of the Crown; or

(ii) to any person engaged in providing any services to the UK Space Agency for any purpose relating to or ancillary to the Agreement;

COMMERCIAL IN CONFIDENCE

Annex F

Page 10 of 14

Application Ref Number:

Project Title:

provided that in disclosing information under sub-paragraph (b)(i) or (ii) the UK Space Agency discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

22.7. Nothing in this Condition shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

22.8. In the event that the Supplier fails to comply with this Condition 20, the UK Space Agency reserves the right to terminate the Agreement by notice in writing with immediate effect.

22.9. The provisions under this Condition 1 are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

22.10. The Supplier acknowledges that the UK Space Agency is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the UK Space Agency (at the Supplier's expense) to enable the UK Space Agency to comply with these Information disclosure requirements.

22.11. The Supplier shall and shall procure that its sub-suppliers shall:

(a) transfer any Request for Information it receives to the UK Space Agency as soon as practicable after receipt and in any event within five Working Days of receiving a Request for Information;

(b) provide the UK Space Agency with a copy of all Information in its possession or power in the form that the UK Space Agency requires within five Working Days (or such other period as the UK Space Agency may specify) of the UK Space Agency requesting that Information; and

(c) provide all necessary assistance as reasonably requested by the UK Space Agency to enable the UK Space Agency to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.

22.12. The UK Space Agency shall be responsible for determining at its absolute discretion whether:-

(a) the requested Information is exempt from disclosure under the FOIA and the Environmental Information Regulations;

(b) the requested Information is to be disclosed in response to a Request for Information, and in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the UK Space Agency.

22.13. The Supplier acknowledges that the UK Space Agency may be obliged under the FOIA, or the Environmental Information Regulations to disclose Information:-

(a) without consulting with the Supplier, or

(b) despite consultation with the Supplier and having taken its views into account.

22.14. The Supplier shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the UK Space Agency to inspect such records as requested from time to time.

22.15. The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the UK Space Agency may nevertheless be obliged to disclose Confidential Information in accordance with Clause 22.17.

23. Dispute Resolution

COMMERCIAL IN CONFIDENCE

Annex F

Page 11 of 14

Application Ref Number:

Project Title:

23.1. In the event of any complaint or dispute (which does not relate to the UK Space Agency's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the UK Space Agency from time to time.

23.2. Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the UK Space Agency and the Chief Executive of the Supplier with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the parties.

23.3. In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24. Amendments And Variations

24.1. No amendment or variation of the Agreement shall be valid unless it is in writing and signed by the UK Space Agency and the Supplier.

25. No Partnership Or Agency

25.1. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the UK Space Agency and the Supplier, constitute either party the agent of the other party, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

26. Contracts (Rights Of Third Parties) Act 1999 A person who is not a party to the Agreement shall not have any rights under or in connection with it

COMMERCIAL IN CONFIDENCE

Annex F

Page 12 of 14

Application Ref Number:

Project Title:

**Space for
Smarter
Government
Programme**

Schedule 1

Application Form

Insert Application Form Here

Schedule 2

Payment Milestones

Project Milestones and Profile of Payments: [Project Start DD/MM/YYYY to Project End DD/MM/YYYY].

Payments will be made on receipt or completion of satisfactory reports / visits and an invoice containing the PO number and SSGP project number.

All report and invoice submissions should be submitted via email to SSGP@ukspaceagency.bis.gsi.gov.uk and must contain the Application reference number in the subject.

Milestone Dates are the projected dates of completion of each milestone.

Milestone Date	Approval Date	Milestone Title	Payment	Cumulative Total
Kick off date	Kick off date	Project Kick Off	£0	£0
KO + 1 months	XX	Month 1	£xx	£xx
KO + 2 months	XX	Month 2	£xx	£xx
Project Completion	XX	Final Report	£xx	£xx

Schedule 3

Reporting

UKSA require:

1) Monthly Project Reports

These reports are to report on the progress against the statement of work.

Submissions of these reports must be prepared on the template provided (Annex H) and submitted via email to SSGP@ukspaceagency.bis.gsi.gov.uk no later than the last working day of each month with the corresponding invoice.

2) End Report

This report must thoroughly explain the project progressions and outcome(s). It should reference the statement of work detailed in Schedule 1 and include all relevant information about the project.

The submission of this report must be prepared on the template provided (Annex I) and submitted via email to SSGP@ukspaceagency.bis.gsi.gov.uk no later than 14 working days after the agreed project completion date.

3) Benefits Evaluation

SSGP conducts ongoing benefit evaluations of the activities of the programme and therefore upon acceptance of SSGP funding, you are agreeing to provide the required information as requested by the UK Space Agency that relates to the work of this project. Due to the timescales of benefit realisation, these requests may continue for several years after project completion.