

Assessor Services Contract

1. INTERPRETATION

1.1 In this contract the following words shall mean:

Condition(s)	mean(s) the standard terms and conditions of contract for Services as set out in this document;
Charging Rates	shall be construed as those excluding Value Added Tax;
Contract	means this agreement, concluded between the Contracting Authority and the Contractor for the supply of Services, including all specifications, plans, drawings and other documents which are relevant to the Contract and also such of these Conditions as are included (with or without modification) expressly or by reference in the terms and conditions of the Contract;
Contract Price	means the price exclusive of Value Added Tax, payable to the Contractor by the Contracting Authority under the Contract for the full and proper performance by the Contractor of the Contract;
Contracting Authority	means Innovate UK;
Contractor	means the person who undertakes to supply the Services under and in accordance with the Contract and, where the Contractor assigns his rights and obligations under the Contract to another person with the prior written consent of the Contracting Authority, that other person;
Services	means the services to be supplied under the Contract;

"loss" includes destruction;

"month" means calendar month;

"person" includes a corporation;

1.2 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

2. SERVICES

2.1 In consideration of payment by the Contracting Authority of the Contract Price, which shall be a sum of the appropriate amount(s) shown in the competition-specific **Letter of Engagement**, the Contractor shall deliver the Services for the Contracting Authority, which include acting as **"Project Assessor"** as defined in the Innovate UK Assessor Guidelines and as defined in Annex A.

3. COMMENCEMENT AND TERM

3.1 This Contract shall commence on the date this Contract is executed (signed and dated) by both parties, and shall continue for a period up to 12 months unless it is either:

3.1.1 extended for such further period as may be specified by the Contracting Authority in its notice to the Contractor, to which the Contractor agrees to be bound; or

3.1.2 terminated prematurely, in accordance with the terms of this Contract.

3.2 Where the Contractor fails to commence the provision the Services within **30 days** of the date of the Contract, or within such other period of time as the Contracting Authority may determine in its sole and absolute discretion, then the Contracting Authority (at its option) may be released

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from any obligation to accept and pay for the Services, or to cancel all or part of the Services, in either case without prejudice to its other rights and remedies.

4. CONTRACTOR'S OBLIGATIONS

- 4.1 The Contractor shall provide the Services in a timely manner, with due diligence and to the satisfaction of the Contracting Authority, or its authorised representative, in accordance with the programme of work contained at Annex A.
- 4.2 The Services must be delivered in accordance with the specific competition Assessor Guidance and associated scoring matrices. Failure to deliver the Services in this way will be construed as non-performance of the Contract.
- 4.3 The Contractor undertakes to make itself available, on receipt of reasonable notice which, save where it is not practicable to do so, will be of not less than 5 working days, to attend and participate in any assessment briefings, training and other meetings arranged by Innovate UK whose purpose is to improve either party's performance of the Services.
- 4.4 In accordance with the Contractor's obligation to provide an objective assessment of the application concerned, such feedback must be provided on the score sheets provided with all comments to be made in a anonymised and non-defamatory manner.
- 4.5 The Contractor shall at all times during the term of the Contract handle any Information to which s/he has been granted access in providing the Services in a manner that adequately complies with the Contracting Authority's Information Management Policy, as may be amended from time to time, in addition to those requirements contained at Annex C.
- 4.6 The Contractor shall take appropriate steps to ensure that s/he is not placed in a position where, in the reasonable opinion of the Contracting Authority, there is or may be an actual conflict or potential conflict between the financial and/or personal interests of the Contractor and the duties it owes to the Contracting Authority under the Contract, or where the acts or behaviour of the Contractor might materially adversely affect the Contracting Authority's reputation.
- 4.7 If any part of the Services provided is found to be inadequate or in any way differing from the Contract, other than as a result of default or negligence on the part of the Contracting Authority or its authorised representative, the Contractor shall at his own expense re-schedule and perform the work correctly within such reasonable time as may be specified.
- 4.8 The Contracting Authority is subject to Freedom of Information Act 2000, and all subordinate legislation thereto. The Contractor hereby agrees to provide, upon reasonable request, all necessary assistance to the Contracting Authority to allow the Contracting Authority to comply with its obligations under statute.

5. INVOICES AND PAYMENT

- 5.1 On presentation of a correct invoice quoting the Contracting Authority purchase order or contract number, and once the Contracting Authority is satisfied that the Contract has been performed to requirement, the Contracting Authority shall pay the Contract Price to the Contractor. Payment shall normally be made within 30 days of receipt by Innovate UK of the invoice.
- 5.2 Invoices shall show the period during which the Services were provided, and the value of those Services for which the payment is claimed, together with the agreed Charging Rates.
- 5.3 Invoices for the Contract performed shall be rendered at the time and in the manner specified by Innovate UK.
- 5.4 In consideration of the Contractor providing the Services to the satisfaction and requirements of the Contracting Authority and submitting invoices to the Technology Programme Delivery Manager, the Contracting Authority shall undertake to pay the Contract Price and, in circumstances where the Contractor is registered for Value Added Tax, an amount equal to the value of the Contractor's liability for Value Added Tax properly chargeable on the value of the Services provided under the Contract.
- 5.5 The Contracting Authority shall reimburse the Contractor's necessary travelling and subsistence, mailing and telephone expenses properly and necessarily incurred in the

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provision of the Services, up to a maximum sum of £500, together with an amount equal to the Contractor's liability for Value Added Tax properly chargeable on the amount of these expenses. The Travel and subsistence rates are attached at Annex B.

- 5.6 The Contracting Authority is under no obligation to pay the Contract Price to the Contractor for Services detailed in an invoice submitted more than **12 months** after those Services have been delivered.

6. TERMINATION

- 6.1 This Contract may be terminated by either party giving to the other party at least **30 days'** notice in writing without further liability. For the avoidance of doubt, in the event that such termination happens, liability for Services will arise only up to the point of termination.

- 6.2 Notwithstanding the provisions of clauses 3 or 6.1, the Contracting Authority may terminate the Contract **with immediate effect** with no liability to make any further payment to the Contractor (other than in respect of amounts accrued prior to the date of termination) if at any time the Contractor:

- 6.2.1 is guilty of any gross misconduct affecting Innovate UK; or
- 6.2.2 commits any serious or repeated breach or non-observance of any of the provisions of this Contract or refuses or neglects to comply with any reasonable and lawful directions of the Contracting Authority; or
- 6.2.3 is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
- 6.2.4 is in the reasonable opinion of the Contracting Authority negligent and incompetent in the performance of the Services; or
- 6.2.5 is declared bankrupt, becomes insolvent or makes any arrangement with or for the benefit of its creditors or has a county court administration order made against it under the County Court Act 1984; or
- 6.2.6 is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 30 days in any 52 week consecutive period;
- 6.2.7 is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Contracting Authority brings or is likely to bring the Contractor or the Contracting Authority into disrepute or is materially adverse to the interests of the Contracting Authority;
- 6.2.8 commits any offence under the Bribery Act 2010, and any and all subordinate statutes or regulations;
- 6.2.9 is unwilling or unable for any reason to continue to provide the Services; or
- 6.2.10 fails to maintain satisfactory progress in providing the Services.

- 6.3 The rights of the Contracting Authority under clause 6.2 are without prejudice to any other rights that it might have at law to terminate the Contract or to accept any breach of this Contract on the part of the Contractor as having brought the Contract to an end. Any delay by the Contracting Authority in exercising its rights to terminate shall not constitute a waiver thereof.

4. Termination of the Contract, however caused, shall not release the Contractor from any duty or obligation of confidence which falls on it, its servants, agents, employees or former employees under this Contract, or under the general law governing Confidential Information, in accordance with Annex C.

7. GENERAL

External factors

- 7.1 If the performance of the Contract by the Contractor is delayed by any act by the Contracting Authority or by industrial dispute or any other cause which the Contractor could not have prevented and for which he was not responsible then the Contractor shall be allowed a reasonable extension of time for completion.

Indemnity

- 7.2 The Contractor agrees to indemnify and keep indemnified the Contracting Authority against all costs, claims, damages or expenses incurred by the Contracting Authority, or for which it

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becomes liable, which arise directly or in connection with the Contractor's non-compliance with any part of the Contract.

Waiver

- 7.3 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.

Unenforceability of Provisions

- 7.4 If any provision of this Contract, or any portion thereof, is held to be invalid and unenforceable, the other provisions of the Contract will continue in full effect.

Assignment

- 7.5 The Contractor shall not give, bargain, sell, assign, sub-contract or otherwise dispose of any of its shall not assign any of his/her rights under this Contract, or delegate performance of any of his or her duties thereunder, without the prior written consent of the Contracting Authority whose consent may be subject to such terms and conditions as the Contracting Authority may see fit to impose.

Notices

- 7.6 Any and all notices given by either party to the other shall be in writing and shall be validly given or made to another party if delivered personally, or sent by first class post or recorded delivery, or sent by e-mail to the other party.
- 7.7 Any and all notices sent by the Contractor shall be addressed to the Contracting Authority's Head of Pre-Award, or such other individual as the Contracting Authority may designate by notice given in accordance with the provisions of this clause.

Variation

- 7.8 No amendment, change or modification of this Contract shall be valid unless approved in writing by the Contracting Authority beforehand.

Governing Law and Jurisdiction

- 7.9 This Contract shall be governed by and interpreted in accordance with the Law of England and Wales and the parties submit to the exclusive jurisdiction of the English and Welsh courts.

TECHNOLOGY PROGRAMME: ASSESSOR SERVICES

1. The **Contracting Authority** requires that certain Projects in respect of which Grant Offers have been made under the Technology Programme shall on their completion be evaluated and reports made as to their outcomes and performance.
2. **The Contractor** shall undertake Reviewing Services with respect to projects assigned to them from time to time by the **Contracting Authority**.
3. The procedures and guidelines for this Review are Contracting Authority Reviewers Guidance (or other processes as instructed by the Contracting Authority's Programme Manager) as were presented to the Contractor during their initial Reviewing Day. Any future/further requirements or changes shall be agreed between the Contractor and the Contracting Authority's Delivery Manager and documented accordingly.

For The Avoidance of Doubt

4. The Contractor shall not be and shall not represent himself/herself to be an employee of the Contracting Authority or any Secretary of State of Her Majesty's Government. The Contractor is not empowered to vary any Term or Condition of the Project's grant offer letter or any other provision of the Project or any other contracts nor shall the Contractor authorise any payment (or refund) by the Contracting Authority or any Secretary of State without formal written agreement of the Contracting Authority's Delivery Manager.
5. Under the terms of this Contract the Contractor is an agent of the Contracting Authority and as such he/she is commissioned only to provide the Services only to the Contracting Authority and, where appropriate and when specifically instructed, other organisations as directed to by the Contracting Authority.
6. The Contract does not provide the Contractor with authority to instruct, make recommendation, guide or in any way to influence the Project which is the subject of the Services, or any participant, collaborator or agent in the Project or any other Project, in the delivery of their Project(s).
7. Nothing in these conditions or in any part of the Contract shall impose any liability on any member of the staff of the Contracting Authority or its representatives in their Official or Personal capacity.

TRAVEL AND SUBSISTENCE RATES FOR NON-CIVIL SERVICE CONTRACTED PERSONNEL**DAY SUBSISTENCE**

Breakfast (only if leaving home before 6.30am)	£10
Day Subsistence – Lunch (only if lunch is not already provided)	£8
Dinner (only if returning home after 8.00pm)	£30

24 HOUR / OVERNIGHT SUBSISTENCE

Where it is necessary to book overnight accommodation in order to attend an assessor workshop, hotel receipts may be claimed up to the following value:

London (Bed and Breakfast)	£170
Elsewhere in the UK (Bed and Breakfast)	£125

The table below shows the maximum amount of subsistence payable for meals and refreshments which includes an overnight stay. All expenditure must be fully supported by receipts.

Breakfast (where not included in the hotel rate)	£10
Lunch (only if lunch is not already provided)	£8
Dinner (only if returning home after 8pm)	£30
Drinks. Maximum 3 drinks per day	£2 per drink

PUBLIC TRANSPORT

Standard class train travel should be used where appropriate. Air travel should be agreed with Innovate UK Delivery Manager in advance.

Where travel costs are likely to be significant, please liaise with the Technology Strategy Board in advance of booking as we may be able to help by pre-booking travel on your behalf. Please contact us for more information.

MILEAGE RATES

(These rates eliminate any individual tax/NIC liability)

Up to 10,000 miles 45p (flat rate -not dependent on car engine size)

Please ensure that with all your travel claims, receipts and tickets are submitted.

INFORMATION MANAGEMENT

General Provisions

Ownership

1. The Contracting Authority shall at all times own the Information shared under this Contract, together with any results or works generated using such Information insofar as the Information can't be separated or otherwise contains Personal Data or Confidential Information.

Quality

2. While the Information provided and shared by Contracting Authority is believed to be reliable, Contracting Authority makes no representation or warranty as to its accuracy or completeness.

Shared

3. The Information agreed to be shared by Contracting Authority with the Contractor is detailed in Annex A.
4. The timing and method(s) of transfer are to be agreed between the parties, with both parties using their reasonable endeavours to complete the agreed transfer within a reasonable amount of time.

Security

5. The Contractor shall ensure a level of security in relation to its storage and use of Information that is reasonable and that is appropriate to the harm that might result from a breach.

Return of Information

6. At the request of the Contracting Authority, or automatically upon the termination of this Contract, the Contractor shall promptly return or, at the Contracting Authority's option, destroy all documents and materials and any copies containing, reflecting, incorporating or based on the Information and certify in writing that it has complied with the requirements of this condition.
7. The Contractor shall ensure that any disposal, deletion or destruction of Information shall be secure and render the information being disposed of, deleted or destroyed beyond use.

Confidential Information

Definition

8. Confidential Information, for the purpose of this Contract, means information, including any information or analysis derived therefrom, howsoever obtained under this Contract relating to, without limitation, the business, products, affairs, strategy and finances of the relevant party for the time being confidential to the relevant party and trade secrets including, without limitation, technical data and know-how, relating to the business of the relevant party or any of its staff, management, clients, customers, visitors, partners, suppliers, agents, or distributors. This information specifically includes
 - (i) information belonging to third parties pursuant to which the disclosing party has a duty of confidentiality; and
 - (ii) information listed in the Schedules and Annexes as confidential.

This information does not however include:

- (i) any information which is already in, or comes into, the public domain otherwise than through a breach of this Contract;
- (ii) any information which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party, or
- (iii) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

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- (iv) is independently developed without access to the Confidential Information as evidenced by receiving Party's written notes; or
- (v) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including (without limitation) any requirements for disclosure under the Freedom of Information Act 2000.

Processing of Confidential Information

- 9. The Contractor shall keep the Contracting Authority's Confidential Information confidential and, except with the prior written consent of the Contracting Authority, shall not use or exploit the Confidential Information in any way except for the express purpose of providing the Services.
- 10. The Contractor shall not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by the Contract.
- 11. The Contractor shall not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for providing the Services.
- 12. The Contractor shall not seek to make contact with any third party that is the subject of the Contracting Authority's Confidential Information, unless expressly permitted under this Contract.
- 13. The Contractor may disclose Confidential Information to the extent required by law by any government or other regulatory authority, provided that, to the extent it is legally permitted to do so, it gives the Contracting Authority as much notice as reasonably possible and acts reasonably upon any reasonable request by the Contracting Authority in relation to such disclosures.

Personal Data

Definition

- 14. For the purpose of this Contract, Personal Data shall have the same meaning as set out in the Data Protection Act 1998.

Relationship

- 15. The parties acknowledge and agree that for the purposes of the Data Protection Act 1998, the Contracting Authority is the *Data Controller* and the Contractor is the *Data Processor*.

Processing of Personal Data

- 16. The Contractor shall Process Personal Data in accordance with the Data Protection Act 1998, and all other applicable data protection legislation, and only for the strict purpose of providing the Services.
- 17. The Contractor shall not disclose the Personal Data to any third party other than at the request of Contracting Authority or as provided for in this Contract.
- 18. Any Personal Data which arises out of the processing activities of the Contractor shall belong to and be controlled by the Contracting Authority, and may be processed by the Contractor in accordance with this Contract.
- 19. The Contractor shall fully indemnify and hold harmless the Contracting Authority, its employees and agents against all liabilities, losses, costs, charges and expenses incurred as a result of any claims, demands, actions and proceedings made or brought against the Contracting Authority by any person arising from the loss, unauthorised disclosure of Personal Data by the Contractor, or any sub-contractor, servant or agent of the Contractor or any person within the control of the Contractor.
- 20. Subject to Condition 19, the Contractor shall at its own expense conduct any litigation arising from any such claims, demands, actions or proceedings and all the negotiations for the settlement of the same, and the Contracting Authority hereby agrees to grant the Contractor exclusive control of any such litigation or the negotiations for the settlement of the same.

Security

- 21. The Contractor shall take appropriate technical and administrative measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data.

Requests

22. The Contractor shall promptly comply with any request from Contracting Authority requiring it to amend, transfer or delete the Personal Data.
23. If the Contractor receives any request, complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data, it shall immediately (and no later than two working days) notify Contracting Authority's Information Officer and provide Contracting Authority with full co-operation and assistance in relation to any such complaint, notice or communication.
24. The Contractor shall notify the Contracting Authority immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data.